



Philippine Amusement & Gaming Corporation

A Global Corporation with a Global Mindset and a Filipino Heart

TO: MS. JEZ CRISTOBAL

PURCHASE ORDER

P.O. No. 85

Page # 1

Supplier : UPTOWN UPTOWN INDUSTRIAL SALES, INC.
Address : UPTOWN BLDG., 56-58 MADISON STREET, MANDALUYONG CITY
TIN : 000-062-769-000
VAT : All Items are VAT Exclusive & Zero Rated

SEQ.# 2
PO Date : 7 FEB 2012
ITB Number : 11-11-2011
Buyer Code : JAC

Gentlemen : Please furnish this Office the following articles subject to the terms and conditions contained herein.

Place of Delivery : PAGCOR WAREHOUSE, INUS COMPLEX

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMDH54482	FGSD-General Services				
1 115003024	CEMENT, CONTACT CEMENT	120.00	GAL	352.00	42,240.00
2 115003030	FORMICA, 4' X 8'	120.00	PC	660.00	79,200.00
3 115003031	GLUE, FERSTORF	320.00	GAL	385.00	123,200.00
4 115003035	HINGE	120.00	PC	165.00	19,800.00
5 115003051	LUMBER, KD S4S, 1" X 5" X 8'	240.00	PC	260.07	62,416.80
6 115003055	NAIL, FINISHING NAIL, 1"	120.00	KILO	53.88	6,441.60
7 115003056	NAIL, FINISHING NAIL, 1-1/2"	120.00	KILO	51.48	6,177.60
8 115003057	NAIL, FINISHING NAIL, 2"	120.00	KILO	49.28	5,913.60
9 115009005	BOLT	4,800.00	PC	3.12	14,976.00
FMDH54487	FGSD-General Services				
10 115003024	CEMENT, CONTACT CEMENT	106.00	GAL	352.00	37,312.00
FMDH59764	FGSD-General Services				
11 115012055	SOLUTION, AUTO FLO	600.00	ERT	185.27	111,162.00
FMDH54486	FGSD-General Services				
12 115011039	POWDER COAT, EPOXY POLYESTER	120.00	KILO	275.00	33,000.00
13 115012001	BODY FILLER	120.00	ERT	161.98	19,437.60
14 115012006	PAINT	5.00	GAL	675.28	3,376.40
15 115012015	PAINT, AUTO LACQUER, CARBON BLACK	48.00	ERT	218.20	10,473.60
16 115012019	PAINT, PRIMER SURFACER, GRAY	240.00	ERT	187.15	44,916.00
17 115012052	PUTTY, LACQUER GLAZING PUTTY	240.00	ERT	176.81	42,434.40
18 115012054	SANDPAPER	960.00	PC	6.27	6,019.20
19 115012055	SOLUTION, AUTO FLO	120.00	ERT	185.27	22,232.40
20 115012080	PAINT, AUTO LACQUER, WHITE	480.00	ERT	227.60	109,248.00
SUB-TOTAL :					799,977.20



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Supplier : UFTOWN UP-TOWN INDUSTRIAL SALES, INC.
Address : UP-TOWN BLDG., 56-58 MADISON STREET, MANDALUYONG CITY
TIN : 000-062-769-000
VAT : ALL Items are VAT Exclusive / Zero Rated

SEQ.# 2
PO Date : 7 FEB 2012
ITB Number : 11-11-2011
Buyer Code : JAC

Gentlemen :

Please furnish this Office the following articles subject to the terms and conditions contained herein;

Place of Delivery : PAGCOR WAREHOUSE, INUS COMPLEX

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO#:	85			AMOUNT FORWARDED :	799,977.20
21	115012092 SANDPAPER, #100	3.00	ROLL	4,107.95	12,323.85
22	115012094 SANDPAPER, #320	480.00	PC	6.27	3,009.60
23	115012098 THINNER, LACQUER THINNER	340.00	GAL.	148.50	50,490.00
24	115012118 PAINT, POLYURETHANE VARNISH	48.00	GAL.	1,004.30	48,206.40
25	115012119 PAINT, POLYURETHANE REDUCER	48.00	GAL.	517.00	24,816.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASP, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

SUB-TOTAL :	938,823.05
TOTAL :	938,823.05
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	938,823.05

Remarks :

Total Amount in Words: NINE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED TWENTY THREE PESOS AND 05/100 0

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be in accordance with the date specified in the Notice to Proceed.
- > 1/10 of 1% of the amount of the goods not delivered on the stipulated date will be deducted from the total amount involved for each day of delayed delivery.
- > Items delivered are subject to inspection and acceptance by Property Management Unit.
- > Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

"This is to certify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9184, its Implementing Rules and Regulations and other applicable laws"

- Limited Source Bidding (Selective Bidding)
- Public Bidding
- Direct Contracting (Single Source Procurement)
- Negotiated Procurement
- Shopping

Signature Over Printed Name of Supplier

Recommended by:

JORGE V. SARMIENTO
PRESIDENT & CEO

Funds Available

VIDAL T. CABIGON JR.

Budget Authorization No.

AMT/SA Acctg Dept/Section
Amount 938,823.05

Approved By:

CRISTINO L. MAGUIAT, JR.
CHAIRMAN & CEO

Annex A – Terms and Conditions
of Purchase Order (PO) No. 00085

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **UP-TOWN INDUSTRIAL SALES, INC.** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. **UP-TOWN INDUSTRIAL SALES, INC.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **UP-TOWN INDUSTRIAL SALES, INC.** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered goods for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, PAGCOR shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case **UP-TOWN INDUSTRIAL SALES, INC.** still fails to deliver the goods after the lapse of thirty (30) days from the supposed date of delivery, in addition to the forfeiture of the performance security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **UP-TOWN INDUSTRIAL SALES, INC.** fails to comply with its undertakings under this PO, PAGCOR shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.

4. In the event that the facts and circumstances arise or are discovered which renders this PO disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of PAGCOR terminate the same.

5. No terms or conditions of this PO shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

6. The rights or obligations under this PO are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This PO or any interest in it may not be assigned without the prior written consent of the other party.

7. This PO contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.

8. This PO constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this PO shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this PO shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

Page 1 of 4 of Annex A

UP-TOWN INDUSTRIAL SALES, INC.

One (1) Lot Carpentry & Painting Materials ITB No. 11-11-2011

Signature over printed Name of Supplier/Date

[Handwritten Signature]
RAC S. CORVANT

9. The relationship between the parties shall be limited to the performance of the terms and conditions of this PO. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth in herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
10. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this PO, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this PO in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO in its entirety or in part.
11. UP-TOWN INDUSTRIAL SALES, INC. hereby further warrants and represents that:
- a. The goods and specifications shall be described as follows:

DESCRIPTION	TOTAL
Bolt, Bolt w/T-Nut, 1/4" NC X 1"	4800 pcs
Nail, Finishing Nail, #1 OFFER: 25kgs/box	120 kl
Nail, Finishing Nail, #1-1/2" OFFER: 25kgs/box	120 kl
Nail, Finishing Nail, #2" OFFER: 25kgs/box	120 kl
Laminate, 4' x 8' flat (as per sample)	120 pcs
Lumber, KD S4S, 1" x 5" x 8'	240 pcs
Hinge, Stainless Steel, 1" x 6' (Piano Hinge) w/ screw	120 pcs
Cement, Contact Cement with no mustard oil content	226 gal
Glue, Woodglue, Plastic Resin Glue OFFER: PIONEER	320 gal
Solution, Auto Flo OFFER: SPHERO	720 qrt
Putty, Lacquer Glazing Putty, Gray LGP-850 or equivalent OFFER: SPHERO	240 qrt
Paint, Primer Surfacer, Gray LPS-850 or equivalent OFFER: SPHERO	240 qrt
Thinner, Lacquer Thinner OFFER: XYTRON	340 gal
Paint, Auto Lacquer, Carbon Black LA-90 or equivalent OFFER: SPHERO	48 qrt
Paint, Auto Lacquer, Metallic Silver OFFER: SPHERO, METALLIC FINE	5 gal
Paint, Auto Lacquer, White OFFER: SPHERO	480 qrt
Body Filler w/ Hardener (polituff or equivalent) OFFER: POLITUFF	120 qrt
Paint, Polyurethane Reducer, 22020 or equivalent OFFER: HUDSON	48 gal

By
me E. Convent
Signature over printed Name of Supplier/Date

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Paint, Polyurethane Varnish, Gloss w/ Catalyst, Floor Varnish Topcoat 20-AAA or equivalent OFFER: HUDSON	48 gal
Powder Coat, Epoxy Polyester, Black	120 kl
Sandpaper #100, Yellow (150 ft./roll) OFFER: MIRKA	3 roll
Sandpaper #180	960 pcs
Sandpaper #320	480 pcs

- b. It has good title to the goods described in the PO, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- c. It will fully defend, protect, indemnify, and hold PAGCOR harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
- d. The defective items shall be replaced within three (3) months upon receipt of notice. Failure to replace the same within the same period shall make **UP-TOWN INDUSTRIAL SALES, INC.** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay.
- e. PAGCOR accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to PAGCOR only upon receipt and final acceptance of the Goods.
- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **UP-TOWN INDUSTRIAL SALES, INC.**, a warranty shall be required from it for a minimum period of three (3) months after performance of the contract.
- h. The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.
- i. The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.
- j. In addition, the goods shall have a warranty of three (3) months from the date of acceptance, without prejudice to foregoing warranties.
12. Schedule of payment: PAGCOR shall pay the total amount of **Nine Hundred Thirty-Eight Thousand Eight Hundred Twenty-Three and 05/100 Pesos (PhP 938,823.05)**, VAT exclusive, zero rated transaction, based on the following schedule:

Eric E. Leonard
Signature over printed Name of Supplier/Date

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n/a

- a. 90% of the total contract price upon completion of supply and delivery per completed staggered delivery subject to PAGCOR's acceptance in writing of the items described in the PO.

10% Retention per completed staggered delivery to be paid after three (3) months from the formal acceptance, if and when no latent defects are noted, or after consumption, whichever comes earlier.

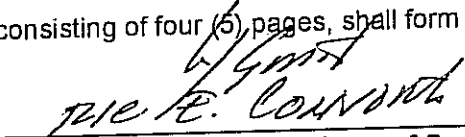
OR;

- b. 100% of the amount to be paid per completed staggered delivery, provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for three (3) months.

13. Performance Security: To guarantee faithful performance of UP-TOWN INDUSTRIAL SALES, INC.'s obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

Form of Security	Percentage of Total Contract Price	Amount
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)	Php46,941.15
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank		
c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30 %)	Php281,646.91
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security	

14. This Annex A, consisting of four (5) pages, shall form part of PO # 85.


 Signature over printed Name of Supplier/Date