



# Philippine Amusement and Gaming Corporation

A Sure Bet for Progress in Gaming, Entertainment and Nation Building

## PURCHASE ORDER

P.O. No. 115

Page # 1

Supplier : FGTELEC FGT ELECTRONICS CTR & RADIO CO  
Address : R3 L8 ALMOND ST., SALITRAM 3, DASMARINAS, CAVITW  
TIN : 197-032-293-000  
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1  
PO Date : 18 MAY 2012  
ITB Number : 02-11-2012  
Buyer Code : MTC *dm*

Gentlemen :

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

Place of Delivery : PAGCOR IPIUS WAREHOUSE

Payment Term : FER ANNEX A

| Itemcode :   | Description                              | Quantity | Unit | Unit Cost   | Amount     |
|--------------|------------------------------------------|----------|------|-------------|------------|
| FMD#58325    | CF-BACOLOD                               |          |      |             |            |
| 1 205259115  | OTHER COMM. EQPT.<br>REPEATER<br>KENWOOD | 1.00     |      | 103,936.00  | 103,936.00 |
| 2 205255005  | VHF<br>HANDHELD RADIO<br>KENWOOD         | 20.00    |      | 14,986.00   | 299,720.00 |
| 3 104040386  | BATTERY PACK, MOTOROLA                   | 20.00    | PC   | 2,124.00    | 42,480.00  |
| 4 104004103  | ANTENNA, MOBILE HTGAIN ASF 1452          | 2.00     | PC   | 6,490.00    | 12,980.00  |
| 5 205259145  | OTHER COMM. EQPT.<br>TRANSCIEIVER        | 1.00     |      | 14,080.00   | 14,080.00  |
| 6 115005012  | LIGHT                                    | 1.00     | PC   | 3,500.00    | 3,500.00   |
| 7 102001090  | PHOTO CELL, 220 VOLTS                    | 2.00     | PC   | 2,500.00    | 5,000.00   |
| FMD#60430    | CF-BACOLOD                               |          |      |             |            |
| 8 102031420  | CABLE, COAXIAL CABLE                     | 1.00     | SFL  | 68,440.00   | 68,440.00  |
| 9 104009033  | POWER SUPPLY                             | 1.00     | PC   | 9,676.00    | 9,676.00   |
| 10 104032214 | BATTERY, 25M                             | 1.00     | PC   | 4,500.00    | 4,500.00   |
| 11 104040044 | CONNECTOR, AMPHENOL, PL259               | 10.00    | PC   | 135.70      | 1,357.00   |
| 12 104040470 | ANTENNA, VHF MOBILE ANTENNA              | 1.00     | UNIT | 1,868.00    | 1,868.00   |
| FMD#60431    | CF-BACOLOD                               |          |      |             |            |
| 13 104031613 | BRACKET                                  | 1.00     | PC   | 1,534.00    | 1,534.00   |
| FMD#58325    | CF-BACOLOD                               |          |      |             |            |
| 14 102031198 | LIGHT                                    | 1.00     | PC   |             |            |
| FMD#60432    | CF-BACOLOD                               |          |      |             |            |
| 15 102031443 | LIGHT,                                   | 1.00     | SET  |             |            |
|              |                                          |          |      | SUB-TOTAL : | 569,071.00 |



**Philippine Amusement and Gaming Corporation**  
*A Sure Bet for Progress in Gaming, Entertainment and Nation Building*

**PURCHASE ORDER**

P.O. No. 115

Page # 2

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 Address : B3 L8 ALMOND ST., SALITRAN 3, DASHARINAS, CAVITW  
 TIN : 197-032-293-000  
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1  
 PD Date : 18 MAY 2012  
 ITB Number : 02-11-2012  
 Buyer Code : MJC *MLP*

Gentlemen :

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

Place of Delivery : PAGCOR IPIUS WAREHOUSE

Payment Term : PER ANNEX A

| Itemcode :           | Description : | Quantity : | Unit : | Unit Cost :        | Amount     |
|----------------------|---------------|------------|--------|--------------------|------------|
| CONTINUATION OF PO#: | 115           |            |        | AMOUNT FORWARDED : | 569,071.00 |

--- NOTHING FOLLOWS ---

|                                                                            |                 |            |
|----------------------------------------------------------------------------|-----------------|------------|
| Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT | SUB-TOTAL :     | 569,071.00 |
|                                                                            | TOTAL :         | 569,071.00 |
|                                                                            | LESS DISCOUNT : |            |
| Remarks :                                                                  | CHARGE :        |            |
|                                                                            | GRAND TOTAL :   | 569,071.00 |

Total Amount in Words: FIVE HUNDRED SIXTY NINE THOUSAND SEVENTY ONE PESOS ONLY

**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

*Fernando G. TORRES JR.*  
 Signature Over Printed Name of Supplier

Recommended by:

MA. REINA G. CARREON  
 OIC, PD  
*5/21*

: Funds Available  
 : VIDAL T. CABRION JR. *plst/ps*  
 : AVP/SA Accto Dept/Section:  
 : Budget Authorization No. BAC110 6 00110 Amount 569,071-

Approved By:

*JVS*  
 JORGE V. SARMIENTO  
 PRESIDENT & COO

# Purchase Order Form

(Annex A – Terms and Conditions)

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** 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. **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** incur delay in its performance, it shall pay a penalty in the amount of at least one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item 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 **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the bond and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** fails to comply with its undertakings under this PO, PAGCOR shall be 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 and 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.

*Fernando C. Tolentino, Jr.*  
Signature over Printed Name of Supplier

*dy*  
*MS*

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.
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. **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

| Qty.     | Item                                                                                                         | Description                                                                                                                                                                                                                                                        | Offered Brand            |
|----------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1 unit   | VHF RADIO REPEATER WITH BUILT-IN DUPLEXER                                                                    | Frequency range for VHF: 136-174MHz, Modulation: FM, Synthesized/field programmable, 16 channels, 25-50 watts transmitter power output, Multiple Mil Spec 810 (shock and vibration resistant), Coded squelch capability, Built power supply unit, 100% duty cycle. | Kenwood / TKR-750 Type 2 |
| 20 units | VHF PORTABLE TWO-WAY RADIO with accessories (belt clip, antenna, desktop charger, headset and battery pack). | Frequency range for VHF: 136-174MHz, Modulation: FM, Synthesized/field programmable, 16 channels, 5 watts transmitter power output for VHF, Multiple Mil Spec 810 compliant (shock and vibration resistant), IP 54/ 55 compliant (dust and water                   | Kenwood / TK-2170 Type M |




Signature over Printed Name of Supplier  
 Penmark & Tolentino, Jr.


|          |                                 |                                                                                                                                                                                                                                                                                                                                                          |                       |
|----------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|          |                                 | resistant), Coded squelch capability.                                                                                                                                                                                                                                                                                                                    |                       |
| 20 units | EXTRA BATTERY PACK              | Battery pack specifications will depend on the portable radio specification (at least 1200mAh NiMH Battery Pack or higher Ampere-Hour rating and Battery type)                                                                                                                                                                                           | Kenwood / KNB-35L     |
| 2 units  | VHF FIXED BASE ANTENNA          | Omni directional antenna, 50Ohms impedance, High gain, DC grounded, High wind rating                                                                                                                                                                                                                                                                     | Cushcraft / CRX-150B  |
| 2 units  | LIGHTNING ARRESTER              |                                                                                                                                                                                                                                                                                                                                                          |                       |
| 1 unit   | VHF MOBILE BASE RADIO           | Frequency range for VHF: 136 – 174MHz., Modulation: FM, Synthesized/ field programmable, 16 channels, 50 Watts transmitter power output, Multiple Mil Spec 810 (shock and vibration resistant), Coded squelch capability, 13.8 Vdc (11 – 16.6 Vdc) negative ground, non-locking mounting bracket, compact palm microphone with hang-up clip, power cable | Kenwood / TK-7160H    |
| 1 pcs    | TOWER LIGHT                     | 220Vac, Red LED LIGHT                                                                                                                                                                                                                                                                                                                                    |                       |
| 2 pcs    | PHOTO CELL WITH SOCKET          | 220Vac                                                                                                                                                                                                                                                                                                                                                   |                       |
| 1 spool  | COAXIAL CABLE                   | Silver coated shielding, Solid Center conductor, 50 ohms                                                                                                                                                                                                                                                                                                 | Belden Type 9913 U.S. |
| 1 pc     | FIXED BASE RADIO POWER SUPPLY   | 220Vac input, 13.8 Vdc regulated output, Minimum of 30 amperes, Back-up battery capable with automatic charger, Cooling fan                                                                                                                                                                                                                              | SteadyVolt / SD-30AWC |
| 1 pc     | BATTERY                         | 12Vdc, 2SM or 2SMF                                                                                                                                                                                                                                                                                                                                       | Motolite 2SMF         |
| 10 pcs   | PL259 CONNECTORS (US Standard)  |                                                                                                                                                                                                                                                                                                                                                          | Amphenol              |
| 1 unit   | VHF MOBILE BASE ANTENNA         | VHF: 5/8 wavelength with loading coil, flexible 1/4 wavelength for tall vehicles                                                                                                                                                                                                                                                                         | Larsen PO-150         |
| 1 pc.    | VHF MOBILE BASE ANTENNA BRACKET | Trunk-mount with SO-239 connector, minimum of 5 meters RG-58 coaxial cable with PL-259 at the other end                                                                                                                                                                                                                                                  | Maldol / EM-B80       |

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.

Signature over Printed Name of Supplier  
 Pennington Co. Inc.

- 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. 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 **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY**, a warranty shall be required from it for a minimum period of one (1) year after performance of the contract.

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.

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.

- h. In addition, the goods shall have a warranty of one (1) year from the date of acceptance of PAGCOR, without prejudice to foregoing warranties. **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** shall carry sufficient inventories to assure supply of spares for the goods for a period of five (5) years. Spares shall be supplied within seven (7) days from notice by PAGCOR.

12. Schedule of payment: PAGCOR shall pay the total amount of **Five Hundred Sixty Nine Thousand Seventy One Pesos, (P569,071.00)**, VAT exclusive, zero rated transaction, based on any of the following:

|                                                                                                                                                       |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| A. 90% of the total contract price upon completion of supply and delivery subject to PAGCOR's acceptance in writing of the items described in the PO. | <b>P512,163.90</b> |
| B. 10% Retention of the total amount to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted     | <b>P 56,907.10</b> |
| <b>TOTAL</b>                                                                                                                                          | <b>P569,071.00</b> |

**OR;**

|                                                                                                                                                                             |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 100% of the total <u>PO price</u> to be paid after performance of the contract, provided that the goods supplied are free from patent and latent defects and all conditions | <b>P569,071.00</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|

Signature over Printed Name of Supplier  
 PENALBA 6 Tawort, du

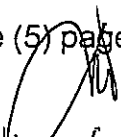


|                                                                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 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 10% of the total amount valid for one (1) year |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

13. Performance Security: To guarantee the faithful performance of **FGT ELECTRONICS CENTER & RADIO COMMUNICATIONS SUPPLY** 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                                                                                                                                     | Amount in Percentage of Total Contract Price                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.                                                   | <b>₱28,453.55</b><br>Five Percent (5%)                                  |
| Irrevocable letter of credit issued by a Universal or Commercial Bank                                                                                |                                                                         |
| Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission. | <b>₱170,721.30</b><br>Thirty Percent (30%)                              |
| Any combination of the foregoing.                                                                                                                    | Proportionate to share of form with respect to total amount of security |

14. This Annex A, consisting of five (5) pages, shall form part of **PO # 00115**.

  
Fernando G. Tocantino, 04  
**Signature over printed Name of Supplier/Date**

*dtj*  
*kg*