



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

PURCHASE ORDER

Page # 1
 Supplier : LEELENG LEELENG COMMERCIAL, INC.
 Address : 387-393 DASMARINAS ST., BINONDO, MANILA
 TIN : 000-337-640-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 122
 SEQ.# 1
 PO Date : 28 MAY 2012
 ITB Number : ITB NO. 04-11-2012
 Buyer Code : JSB

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

Place of Delivery : TESDA COMPLEX Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#63848	COMMUNITY RELS.& SERVICES DEPT				
1 209011340	CARPENTRY SAW RADIAL ARM SAW, 5HP, 3 PHASE	4.00 \		140,000.00	560,000.00
2 209011355	CARPENTRY TABLE SAW SLIDING TABLE SAW 31"X31", 3 PHASE	6.00 \		165,000.00	990,000.00
3 209011310	CARPENTRY FLAHER FLAHER AND THICKNESSER, 20" WI DTH, 3-PHASE	1.00 \		800,000.00	800,000.00
FMD#63849	COMMUNITY RELS.& SERVICES DEPT				
4 209011310	CARPENTRY FLAHER FLAHER AND THICKNESSER, 12" WI DTH, 3-PHASE	5.00 \		170,000.00	850,000.00
5 209011340	CARPENTRY SAW BANDSAW, 3-PHASE	4.00 \		128,000.00	512,000.00
6 209011150	CARPENTRY DRILL PRESS STATIONARY DRILL PRESS	4.00 \		20,000.00	80,000.00
				SUB-TOTAL :	3,792,000.00



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Place of Delivery : TESDA COMPLEX

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF FOH: 122				AMOUNT FORWARDED :	3,792,000.00
7 209014010	PAINTING AIR COMPRESSOR AIR COMPRESSOR 3/4HP	2.00		15,000.00	30,000.00
FPD#63850	COMMUNITY RELS.& SERVICES DEPT				
8 209014010	PAINTING AIR COMPRESSOR AIR COMPRESSOR	2.00		38,000.00	76,000.00

--- NOTHING FOLLOWS ---

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

SUB-TOTAL : 3,898,000.00
 TOTAL : 3,898,000.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 3,898,000.00

Remarks :

Total Amount in Words: THREE MILLION EIGHT HUNDRED NINETY EIGHT THOUSAND 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

Ricardo D. Escudra
 Signature Over Printed Name of Supplier

Recommended by:

JORGE V. SARMIENTO
 PRESIDENT AND COO

Approved By:

CRISTINO L. MAGUIAT, JR.
 CHAIRMAN AND CEO

Funds Available

:

:

:

Budget Authorization No. 12540667

VIDAL T. CARIGON JR.
 AVF/SA Accty Dept/Section: M/6/f
 Amount: 3,898,000.00

Purchase Order No. 00122
Annex A – Terms and Conditions

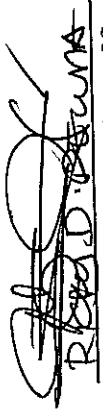
1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **Leeleng Commercial, Inc.** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

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

2. **Leeleng Commercial, Inc.** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **Leeleng Commercial, Inc.** incur delay in its performance, it shall pay liquidated damages in the amount of at least one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion 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 **Leeleng Commercial, Inc.** 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 performance security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **Leeleng Commercial, 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.


Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 00122
Supply and Delivery of Lot 1 – Power Tools for Three (3) Lots of Tools and Equipment
for P-noy Bayanihan Project under ITB No. 04-11-2012

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. **Leeleng Commercial, Inc.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:


ITEM	QTY	DESCRIPTION
1	4	RADIAL ARM SAW (ZICAR) 4 to 5 HP 3-PHASE
		Power Input : 2000 Watts
		Power Output : 1500 Watts
		Blade Speed : 2800 rpm
		Blade Diameter : 300 mm / 12 in.
		Blade Bore : 30 mm
		32 tooth saw blade
		Assembly tools
		Automatic safety return
		Blade brake
		Legstand
		Strengthened column assembly and base arrangement
		Solid cast Iron arm and four roller bearings in the motor head assembly
2	6	SLIDING TABLE SAW (ZICAR) 31"X31"

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J N King

Signature over printed Name of Supplier
Rick D. De Luna

		1x 230 V Motor voltage, Motor 4.0 HP (3.0 kW) S6/40%
		60 Hz motor frequency
		Motor 4.0 HP (3.0 kW) S6/40 %
		Main sawblade dia. 10"-12" (250-315 mm), Saw unit speed 4800 rpm
		Saw blade tilting from 90°-45°, max. cutting height 4" (103 mm)
		Cutting width 31" (800 mm) with full table
		Preparation for Dado tooling up to 3/4" (19.5 mm) width
		Rip fence winner with large round guiding bar
		Cast iron professional rip fence
		Fine adjustment for rip fence profi
		Mechanical scoring unit, scoring blade dia. 3 1/8" (80 mm)
		Sliding table 31" (800 mm), Cutting length 34" (865 mm)*
		Outrigger table 1100
		Precision miter guide index system
		Crosscut fence 35" (900 mm) for all sliding table
		Crosscut fence extension 29 1/2" (750 mm) for crosscut fence
		Crosscut fence 51" (1300 mm) for outrigger 1100
		Crosscut fence 51" (1300 mm) for outrigger table instead of crosscut fence 35" (900 mm)
		Rolling carriage without lifting bar
		Universal Saw Blade HM; D= 9 7/8" (250 mm), Z40
3	1	PLANER AND THICKNESSER, 20" WIDTH 3-PHASE (ROBLAND)
		Motor 9.0 HP (3.0 kW) S6/40%
4	5	PLANER AND THICKNESSER, 12" WIDTH (ZICAR)
		1x 230 V Motor voltage, Motor 4.0 HP (3.0 kW) S6/40%
		60 Hz motor frequency
		Motor 4.0 HP (3.0 kW) S6/40 %
		3 knife quick-change cutterblock
		Maximum depth of cut in inches - 5/32"
		Jointing width in inches - 12"
		Jointer table length in inches - 55"
		Jointer fence tilts from 90°-45°, anodized
		Length of jointer fence in inches - 5 7/8" x 45 1/4"
		Planing width in inches - 12"
		Planer table length in inches - 21 1/4"
		Planing height min.-max. 5/32"-8 7/8" (4-225 mm)
		Synchronized feeder drive 24 ft.min (60 Hz)
		Mortising table
		Mortising chuck 0"-5/8" (0-16 mm)
		Rolling carriage without lifting bar
5	4	BANDSAW (ZICAR)
		Motor power 1x 230 V, 4.0 HP (3.0 kW)


 Signature over printed Name of Supplier

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		Cutting height in inches - 12¼"
		Cutting width in inches - 16½"
		Max width of blade in inches - 1"
		Min width of blade in inches - ¼"
		Blade length - 156¾"
		Table size in inches - 16½" x 22⅝"
		Table height in inches - 36"
		Fly-wheel speed (rpm)850
		Tables made of cast iron
		Table tiltable - 10-45°
		Large flywheels - 17⅜"
		Upper and lower bandsaw guides
		Saw blade tension indicator
		Miter Slot1 T-slots Mobility Kit
		Foot Brake w/Micro Switch
		Lifting eye
6	4	STATIONARY DRILL PRESS (ZICAR) (15" Stationary Drill Press)
		Input Voltage : 210-240V
		Single Phase
		Fan-cooled 1/2 hp induction motor
		12-speed spindle with a range of 300-3,100 rpm
		Amperage (amps) : 8 A
		Assembled Depth (in.) : 56.69 in
		Assembled Height (in.) : 11.65 in
		Assembled Width (in.) : 22.24 in
		Bench & Stationary Tool Type : Drill Press
		Bench or Stationary : Stationary
		Built-In Light : Yes
		Chuck Capacity : 5/8 in
		Chuck Size : 5/8 In.
		Chuck Type : Keyed
		Cord Length (ft.) : 8
7	2	AIR COMPRESSOR (ZICAR) 3/4 HP
8	2	AIR COMPRESSOR (ZICAR)
		17.2 CFM at 90 PSI
		200 Max. PSI
		208 - 230Volts, single phase
		5 HP
		80 gallons Air Tank Size (gal.)

Delivery, Demo, Testing and Commissioning of the Tools and Equipment is at Building No. 9, TESDA Complex, East Service Road, South Super Highway, Taguig, City

ANNEX "A" OF P.O. NO. 00122

Supply and Delivery of Lot 1 – Power Tools for Three (3) Lots of Tools and Equipment for P-noy Bayanihan Project under ITB No. 04-11-2012

J M King

R. Reyes D. O. Luna

- 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 seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **Leeleng Commercial, 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. **Leeleng Commercial, Inc.** shall provide forty-eight (48) hours response time upon receipt of notice within the warranty period.
- f. 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 **Leeleng Commercial, Inc.**, a warranty shall be required from it for a minimum period of one (1) year 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 one (1) year from date of acceptance by PAGCOR without prejudice to foregoing warranties.
12. Schedule of payment: PAGCOR shall pay the total amount of **Three Million Eight Hundred Ninety Eight Thousand Pesos (Php3,898,000.00)**, 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.

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B. 10% Retention to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted

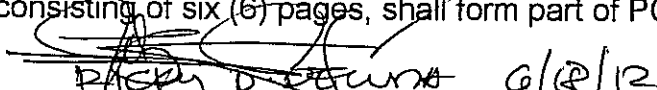
OR;

100% to be paid after performance of the contract, 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 10% of the total amount valid for one (1) year.

13. Performance Security: To guarantee the faithful performance of **Leeleng Commercial, 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	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five Percent (5%) Php194,900.00
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.	Thirty Percent (30%) Php1,169,400.00
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of six (6) pages, shall form part of PO # 00122.


PACOR 6/2/12
 Signature over printed Name of Supplier/Date

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 for P-noy Bayanihan Project under ITB No. 04-11-2012

Handwritten marks