



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

PURCHASE ORDER

P.O. No. 143

Page # 1

Supplier : BLIMSGM BLIM'S GENERAL MERCHANDISE GRA
 Address : 110 KAINGIN RD., BALINTAWAK, QUEZON CITY
 TIN : 108-998-903-001
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 18 JUL 2012
 ITB Number : 05-12-2012
 Buyer Code : NJC *llp*

Gentlemen :

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

Place of Delivery : PAGCOR IMUS WAREHOUSE

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#62638	PROPERTY & GEN. SERVICES DEPT.				
1 115003063	PLYWOOD, ORDINARY, 1/2 X 4 X 8	21.00	FC	570.00	11,970.00
2 115003064	PLYWOOD, ORDINARY, 1/4 X 4 X 8	7.00	FC	320.00	2,240.00
3 115003065	PLYWOOD, ORDINARY, 1/8 X 4 X 8	35.00	FC	210.00	7,350.00
4 115003066	PLYWOOD, ORDINARY, 3/4 X 4 X 8	91.00	FC	930.00	84,630.00
FMD#62639	PROPERTY & GEN. SERVICES DEPT.				
5 115010007	BAR, FLAT	1.00	FC	250.00	250.00
6 115010076	BAR FLAT 1/4X2X20	1.00	FCS.	720.00	720.00
7 115010012	BAR, ROUND	1.00	FC	120.00	120.00
8 115010004	BAR, ANGULAR, ALUMINUM	1.00	FC	165.00	165.00
9 102060635	BAR, ANGULAR, 1/8" X 3/4" X 3/4" X 20'	3.00	FC	180.00	540.00
10 115010014	BAR, ROUND, S/S, 1/4" X 20'	1.00	FC	192.50	192.50
11 102009485	BOLT & NUT W/ WASHER	1,776.00	FC	1.50	2,664.00
12 102007131	BOLT & NUT	24.00	FC	2.50	60.00
13 115011008	CASTER, TWIN CASTER, 1/2", SCREW TYPE	105.00	FC	13.50	1,417.50
14 115015031	DISC GRINDING WHEEL, 1/4" X 4"	11.00	FC	70.00	770.00
FMD#62640	PROPERTY & GEN. SERVICES DEPT.				
15 115009022	PLATE, B.I.	3.00	FC	8,050.00	24,150.00
16 104040466	PLATE	1.00	FC	2,650.00	2,650.00
17 115015050	PLATE	1.00	FC	5,100.00	5,100.00
18 104031594	ROD	4.00	FC	480.00	1,920.00
19 115010086	SHAFTING	1.00	FCS.	3,000.00	3,000.00
20 102060994	SHEET	1.00	FC	1,485.00	1,485.00
21 102060283	SHEET, BI, GA. 20 X 4' X 8'	1.00	FC	925.00	925.00

SUB-TOTAL : 152,319.00

Revised 7/20/12



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER P.O. No. 143

Page # 2
 Supplier : BLIMSON BLIM'S GENERAL MERCHANDISE GRA
 Address : 110 KAINGIN RD., BALINTAWAK, QUEZON CITY
 TIN : 102-998-903-001
 VAT : ALL Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 18 JUL 2012
 ITB Number : 05-12-2012
 Buyer Code : PJC *db*

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

Place of Delivery : PAGCOR PLUS WAREHOUSE

Payment Term :

Itemcode	Description	Quantity	Unit	Unit Cost	Amount	
CONTINUATION OF PO# 143					AMOUNT FORWARDED :	152,319.00
22	115010064 SHEET	1.00	PC	725.00	725.00	
23	115010067 SHEET, S/S, GA. 20 X 4' X 8'	2.00	SHT	2,500.00	5,000.00	
	PMD#62641 PROPERTY & GEN. SERVICES DEPT.					
24	115015079 TUBE	12.00	PC	1,445.00	17,340.00	
25	102061136 TUBING, S/S	2.00	PC	1,130.00	2,260.00	
26	115010105 TUBING, S/S	11.00	PC	435.00	4,785.00	
27	115010070 WELDING ROD, ORDINARY, 3/32"	2.00	KILD	121.00	242.00	
28	115010071 WELDING ROD, STAINLESS STEEL	2.00	KILD	360.00	720.00	
	PMD#62642 PROPERTY & GEN. SERVICES DEPT.					
29	107003188 CLAMP	18.00	PC	1.20	21.60	
30	115005007 CORD, FLAT, #16	70.00	MTR	17.00	1,190.00	
31	115010090 BLOWER, FAN BLOWER	14.00	FCS.	150.00	2,100.00	
32	115005013 OUTLET, CONVENIENCE	20.00	PC	60.00	1,200.00	
33	115005014 PLUG, MALE HEAVY DUTY	17.00	PC	30.00	510.00	
34	115005113 ROYAL CORD #14/3	6.00	MTR.	75.00	450.00	
35	115015072 TAPE	14.00	PC	16.00	224.00	

--- NOTHING FOLLOWS ---

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

Remarks :

SUB-TOTAL :	189,086.60
TOTAL :	189,086.60
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	189,086.60

Total Amount in Words: ONE HUNDRED EIGHTY NINE THOUSAND EIGHTY SIX PESOS AND 60/100 ONLY



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

Page # 3

Supplier : BLINSGM BLIN'S GENERAL MERCHANDISE GEN
 Address : 110 KAINGIN RD., BALINTAWAK, QUEZON CITY
 TIN : 108-998-903-001
 VAT : All Items are VAT Exclusive / Zero Rated

PURCHASE ORDER

SEQ.# 1
 PO Date : 16 JUL 2012
 ITB Number : 05-12-2012
 Buyer Code : MJC *dlp*

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. 7184, 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

[Signature]
 VIDAL J. CABIGON JR.
 AVP/SA Acctg Dept/section

Recommended by

MA. REINA G. CARRON
 OFFICER-IN-CHARGE

7/20

Approved By:

[Signature]
 JORGE V. SARMIENTO
 PRESIDENT & COO

: Funds Available

: Budget Authorization No. 12072964

Amount 189,086.50



Philippine Amusement and Gaming Corporation

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

Purchase Order No. 00143 & 00144

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. **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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. **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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.

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Page 1 of 5

Annex A - BLIM'S GEN. MDSE. GRAVEL & SAND (Lot nos. 1 - 4)

Supply and Delivery of 9 Lots Hardware and Upholstery Materials for the Fabrication of Gaming Tables and Gaming Chairs for CF-Davao and CF-Pavilion

N My

Signature over printed name of Supplier

Signature over printed name of Supplier

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. **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Item No.	Lot No.	Description	Quantity
1	1 PLYWOOD	Plywood, Ordinary, 1/2" x 4' x 8' (min. 10mm.)	21 pc.
2		Plywood, Ordinary, 1/4" x 4' x 8' (min. 5mm.)	7 pc.
3		Plywood, Ordinary, 1/8" x 4' x 8' (min. 2mm.)	35 pc.
4		Plywood, Ordinary, 3/4" x 4' x 8' (min. 18mm.)	91 pc.
5	2 METAL	Bar, Flat Alum, 1/8" x 1" x 20'	1 pc.
6		Bar Flat BI 1/4" x 2" x 20'	1 pc.
7		Bar Round BI 5/16" x 20'	1 pc.
8		Bar, Ang. Alum. 1/16" x 3/4" x 20'	1 pc.
9		Bar, Angular, B.I., 3/4" x 3/4" x 1/8" x 20'	3 pc.
10		Bar, Round Bar, S/S 1/4" x 20', #202	1 pc.
11		Bolt & Nut, 3/16" x 3" with flat washer	1776 pc.
12		Bolt & Nut, S/S 3/16" x 1/2" bolt with locknut	24 pc.
13		Twin Caster Wheel 2" dia., screw type 1/2", Swivel	105 pc.
14		Disc Grinding Wheel, 1/4" x 4", max 71 m/s, max 13690 rpm	11 pc.
15		Plate, B.I., 3/8" x 4' x 8'	3 pc.
16		Plate, B.I., 3MM x 4' x 8'	1 pc.

Handwritten signature

Signature over printed name of Supplier

17		Plate, Toolsteel Plate, 3MM x 4' x 8'	1 pc.
18		Rod, threaded Rod, 1" NC-8, TPI x 4'	4 pc.
19		Shafting, C.R.S., 2" x 10'	1 pc.
20		Sheet, B.I. Ga 16 x 4' x 8'	1 sht.
21		Sheet, B.I. Ga 20 x 4' x 8'	1 sht.
22		Sheet, B.I. Ga 22 x 4' x 8'	1 sht.
23		Sheet, S/S Ga. 20 x 4' x 8', Mirror Finish	2 sht.
24		Tube, Sq. S/S, 1-1/2" x 1-1/2" x 20' x 1.5mm thickness, #202	12 pc.
25		Tubing, S/S, 1.5MM x 2" dia. X 20'	2 pc.
26		Tubing, S/S, 1.5MM x 3/4" dia. X 20'	11 pc.
27		Welding Rod, Ordinary, 3/32", #6013	2 kl.
28		Welding Rod, S/S, 3/32"	2 kl.
29	3 ELECTRONICS	Clamp, nail Cable Clip (15mm I.D.) (as per sample)	18 pc.
30		Flat Cord #16, #16/2	70 mtr.
31		Mini Fan Blower 5" x 5" x 220 volt	14 pc.
32		Outlet, Convenience Surface, 2 gang w/ Ground, Universal Type (as per sample) - to fit a #10/3 AWG Royal cord wire	20 pc.
33		Plug, Male Heavy Duty, 3 prong, parallel ground, rubber plug (as per sample)	17 pc.
34		Royal Cord #14/3, 2.0MM x 3(awg) Black	6 mtr.
35		Tape, Electrical, Plastic, .16MM x 19MM x 16M	14 roll
36			Barrel Bolt 1-1/2", Brass
37		Bolt w/ Tee Nut, 1/4" NC x 1"	210 pc.
38		Catches, Plastic w/ screw, Roller	84 pc.
39		Cement, Contact cement, with no mustard oil content	25 gal.
40	4 CARPENTRY	Cabinet hinges, concealed Hinges, full lap	56 pc.
41		Finishing Nail, 1-1/2"	57 kl.
42		Finishing Nail, 1"	5 kl.
43		Finishing Nail, 2"	5 kl.
44		Finishing Nail, 3"	2 kl.
45		Finishing Nail, 3/4"	2 kl.
46		Glass Clear, 1/4" x 19" x 20-1/2"	14 pc.
47		Laminate, 4' x 8' flat, Burl (as per sample)	3 pc.
48		Laminate, 4' x 8' flat, Matte finish (as per sample)	27 pc.
49		Lumber KD S4S 2" x 8" x 8'	256 pc.
50		Lumber KD S4S 1" x 5" x 8'	125 pc.
51		Piano Hinges 1" x 10' w/ screw - S/S	1 pc.
52		Roller guide for drawer #16	56 set
53		Safety Hasp 1-1/2"	3 pc.
54		Wood screw #10 x 1-1/2", ordinary	46 grs.
55		Wood screw #4 x 5/8", ordinary	26 grs.
56		Wood screw ord. #12 x 3/4"	1 grs.
57		Woodglue, Plastic Resin glue	73gal.
58	Woodscrew #10 x 3/4", ordinary	60grs.	

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59	Woodscrew #8 x 1", ordinary	1 grs.
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- 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. 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.
- e. 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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
- 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND**, a warranty shall be required from it for a minimum period of three (3) months 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. The goods shall have a warranty of three (3) months from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty.
12. Schedule of payment: PAGCOR shall pay the total amount of **FIVE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED SIXTY SIX PESOS AND 60/100** (Php521,966.60), 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.	₱ 469,769.94
B. 10% Retention of the total amount to be paid after three (3) months from the formal	₱ 52,196.66

Signature over printed name of Supplier

Signature
Woy



PURCHASE ORDER

P.O. No. 144

Page # 1
 Supplier : BLINSON BLIN'S GENERAL MERCHANDISE GRA
 Address : 110 KAINGIN RD., BALINTAWAK, QUEZON CITY
 TIN : 108-998-903-001
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 2
 PO Date : 18 JUL 2012
 ITB Number : 05-12-2012
 Buyer Code : PWC *atj*

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

Place of Delivery : PAGCOR INUS WAREHOUSE

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#62643	PROPERTY & GEN. SERVICES DEPT.				
1 115009002	BARREL BOLT, 1-1/2"	6.00	PC	4.00	24.00
2 115009005	BOLT	210.00	PC	3.00	630.00
3 115003023	CATCHES, PLASTIC W/ SCREW	84.00	PC	2.50	210.00
4 115003024	CEMENT, CONTACT CEMENT	25.00	GAL	420.00	10,500.00
5 115003036	HINGES, CABINET HINGES	56.00	PC	15.50	868.00
6 115003056	NAIL, FINISHING NAIL, 1-1/2"	57.00	KILO	65.00	3,705.00
7 115003055	NAIL, FINISHING NAIL, 1"	5.00	KILO	70.00	350.00
8 115003057	NAIL, FINISHING NAIL, 2"	5.00	KILO	60.00	300.00
9 115003058	NAIL, FINISHING NAIL, 3"	2.00	KILO	70.00	140.00
10 115003059	NAIL, FINISHING NAIL, 3/4"	2.00	KILO	180.00	360.00
11 115011016	GLASS	14.00	PC	345.00	4,830.00
12 102020981	FORMICA, 4' X 8'	3.00	PC	580.00	1,740.00
13 115003030	FORMICA, 4' X 8'	27.00	PC	1,200.00	32,400.00
PMD#62644	PROPERTY & GEN. SERVICES DEPT.				
14 115003045	LUMBER, 2" X 8" X 8'	256.00	PC	805.50	206,208.00
15 115003051	LUMBER, KD S4S, 1" X 5" X 8'	125.00	PC	268.00	33,500.00
16 115003037	HINGES, PLAND, 1" X 10' W/ SCREW - BRASS	1.00	PC	180.00	180.00
17 115015098	ROLLER GUIDE DRAWER	56.00	SET	27.50	1,540.00
18 115003069	SAFETY HASP, 1-1/2"	3.00	PC	3.00	9.00
19 115003081	SCREW, WOOD SCREW, 10 X 1-1/2"	46.00	GRS	54.00	2,484.00
20 102004581	SCREW, WOOD SCREW, BRASS, 4 X 5/8"	26.00	GRS	10.50	273.00
21 115003085	SCREW, WOOD SCREW, 12 X 3/4"	1.00	GRS	43.00	43.00
22 102004142	GLUE, WOOD GLUE	73.00	GAL	420.00	30,660.00
SUB-TOTAL :					330,954.00

REC'D 7-20-12



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

PURCHASE ORDER

P.O. No. 144

Page # 2
 Supplier : KLIMSEM KLIM'S GENERAL MERCHANDISE GRA
 Address : 110 KAINGIN RD., BALINTAWAK, QUEZON CITY
 TIN : 108-998-903-001
 VAT : All Items are VAT Exclusive / Zero Rated

SER.# 2
 PO Date : 18 JUL 2012
 ITB Number : 05-12-2012
 Buyer Code : NJC *dlp*

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

Place of Delivery : PAGCOR IMUS WAREHOUSE

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount	
CONTINUATION OF PO#: 144					AMOUNT FORWARDED :	330,954.00
23	115003084 SCREW, WOOD SCREW, 10 X 3/4	60.00	GRS	31.60	1,896.00	
24	115003088 SCREW, WOOD SCREW, BRASS, 8 X 1	1.00	GRS	30.00	30.00	
--- NOTHING FOLLOWS ---						

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

SUB-TOTAL :	332,880.00
TOTAL :	332,880.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	332,880.00

Remarks :

Total Amount in Words: THREE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED EIGHTY 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

Signature Over Printed Name of Supplier

Recommended by:

MA. REINA G. CARREON
 OFFICER-IN-CHARGE 7/24

Approved By:

JORGE S. SARMIENTO
 PRESIDENT & COO

Funds Available

VIDAL T. CABIGON JR. 7/23
 AVP/SA Accto Dept/Section:
 Budget Authorization No. 2072965 Amount 332,880.00



Philippine Amusement and Gaming Corporation

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

Purchase Order No. 00143 & 00144

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. **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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. **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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.

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Page 1 of 5

Annex A - BLIM'S GEN. MDSE. GRAVEL & SAND (Lot nos. 1 - 4)

Supply and Delivery of 9 Lots Hardware and Upholstery Materials for the Fabrication of Gaming Tables and Gaming Chairs for CF-Davao and CF-Pavilion

N My

Signature over printed name of Supplier

Signature over printed name of Supplier

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 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. **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Item No.	Lot No.	Description	Quantity
1	1 PLYWOOD	Plywood, Ordinary, 1/2" x 4' x 8' (min. 10mm.)	21 pc.
2		Plywood, Ordinary, 1/4" x 4' x 8' (min. 5mm.)	7 pc.
3		Plywood, Ordinary, 1/8" x 4' x 8' (min. 2mm.)	35 pc.
4		Plywood, Ordinary, 3/4" x 4' x 8' (min. 18mm.)	91 pc.
5	2 METAL	Bar, Flat Alum, 1/8" x 1" x 20'	1 pc.
6		Bar Flat BI 1/4" x 2" x 20'	1 pc.
7		Bar Round BI 5/16" x 20'	1 pc.
8		Bar, Ang. Alum. 1/16" x 3/4" x 20'	1 pc.
9		Bar, Angular, B.I., 3/4" x 3/4" x 1/8" x 20'	3 pc.
10		Bar, Round Bar, S/S 1/4" x 20', #202	1 pc.
11		Bolt & Nut, 3/16" x 3" with flat washer	1776 pc.
12		Bolt & Nut, S/S 3/16" x 1/2" bolt with locknut	24 pc.
13		Twin Caster Wheel 2" dia., screw type 1/2", Swivel	105 pc.
14		Disc Grinding Wheel, 1/4" x 4", max 71 m/s, max 13690 rpm	11 pc.
15		Plate, B.I., 3/8" x 4' x 8'	3 pc.
16		Plate, B.I., 3MM x 4' x 8'	1 pc.

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17		Plate, Toolsteel Plate, 3MM x 4' x 8'	1 pc.
18		Rod, threaded Rod, 1" NC-8, TPI x 4'	4 pc.
19		Shafting, C.R.S., 2" x 10'	1 pc.
20		Sheet, B.I. Ga 16 x 4' x 8'	1 sht.
21		Sheet, B.I. Ga 20 x 4' x 8'	1 sht.
22		Sheet, B.I. Ga 22 x 4' x 8'	1 sht.
23		Sheet, S/S Ga. 20 x 4' x 8', Mirror Finish	2 sht.
24		Tube, Sq. S/S, 1-1/2" x 1-1/2" x 20' x 1.5mm thickness, #202	12 pc.
25		Tubing, S/S, 1.5MM x 2" dia. X 20'	2 pc.
26		Tubing, S/S, 1.5MM x 3/4" dia. X 20'	11 pc.
27		Welding Rod, Ordinary, 3/32", #6013	2 kl.
28		Welding Rod, S/S, 3/32"	2 kl.
29	3 ELECTRONICS	Clamp, nail Cable Clip (15mm I.D.) (as per sample)	18 pc.
30		Flat Cord #16, #16/2	70 mtr.
31		Mini Fan Blower 5" x 5" x 220 volt	14 pc.
32		Outlet, Convenience Surface, 2 gang w/ Ground, Universal Type (as per sample) - to fit a #10/3 AWG Royal cord wire	20 pc.
33		Plug, Male Heavy Duty, 3 prong, parallel ground, rubber plug (as per sample)	17 pc.
34		Royal Cord #14/3, 2.0MM x 3(awg) Black	6 mtr.
35		Tape, Electrical, Plastic, .16MM x 19MM x 16M	14 roll
36		4 CARPENTRY	Barrel Bolt 1-1/2", Brass
37	Bolt w/ Tee Nut, 1/4" NC x 1"		210 pc.
38	Catches, Plastic w/ screw, Roller		84 pc.
39	Cement, Contact cement, with no mustard oil content		25 gal.
40	Cabinet hinges, concealed Hinges, full lap		56 pc.
41	Finishing Nail, 1-1/2"		57 kl.
42	Finishing Nail, 1"		5 kl.
43	Finishing Nail, 2"		5 kl.
44	Finishing Nail, 3"		2 kl.
45	Finishing Nail, 3/4"		2 kl.
46	Glass Clear, 1/4" x 19" x 20-1/2"		14 pc.
47	Laminate, 4' x 8' flat, Burl (as per sample)		3 pc.
48	Laminate, 4' x 8' flat, Matte finish (as per sample)		27 pc.
49	Lumber KD S4S 2" x 8" x 8'		256 pc.
50	Lumber KD S4S 1" x 5" x 8'		125 pc.
51	Piano Hinges 1" x 10' w/ screw - S/S		1 pc.
52	Roller guide for drawer #16		56 set
53	Safety Hasp 1-1/2"		3 pc.
54	Wood screw #10 x 1-1/2", ordinary		46 grs.
55	Wood screw #4 x 5/8", ordinary		26 grs.
56	Wood screw ord. #12 x 3/4"		1 grs.
57	Woodglue, Plastic Resin glue		73gal.
58	Woodscrew #10 x 3/4", ordinary	60grs.	

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59	Woodscrew #8 x 1", ordinary	1 grs.
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- 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. 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.
- e. 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND** 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
- 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 **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND**, a warranty shall be required from it for a minimum period of three (3) months 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. The goods shall have a warranty of three (3) months from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty.

12. Schedule of payment: PAGCOR shall pay the total amount of **FIVE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED SIXTY SIX PESOS AND 60/100** (Php521,966.60), 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.	₱ 469,769.94
B. 10% Retention of the total amount to be paid after three (3) months from the formal	₱ 52,196.66

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acceptance, if and when no patent and latent defects are noted or upon consumption thereof, whichever comes earlier.	
TOTAL	₱ 521,966.60

OR;

100% of the total contract price 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 three (3) months.	₱ 521,966.60
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13. Performance Security: To guarantee the faithful performance of **BLIM'S GENERAL MERCHANDISE GRAVEL AND SAND'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.	₱ 26,098.33 [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.	₱ 156,589.98 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# 00143 and PO# 00144.**

Signature over printed Name of Supplier/Date

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