



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

**PURCHASE ORDER**

F.O. No. 147

Page # 2

Supplier : UPTOWN 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

SER.# 1  
 PO Date : 18 JUL 2012  
 ITE Number : 05-12-2012  
 Buyer Code : MJC *dlj*

Gentlemen :

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

Place of Delivery : CF - ANGELES

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO# 147				AMOUNT FORWARDED :	138,534.36
21 115011024	RUBBING COMPOUND	5.00	LTR	230.54	1,152.70
22 115012100	VARNISH, SANDING SEALER	128.00	GAL	562.44	71,992.32
FWD#62649 PROPERTY & GEN. SERVICES DEPT.					
23 115012054	SANDPAPER	222.00	PC	6.54	1,451.88
24 115012094	SANDPAPER, #320	224.00	PC	6.54	1,464.96
25 115012095	SANDPAPER, #400	236.00	PC	6.54	1,543.44
26 115012092	SANDPAPER, #100	2.00	ROLL	4,070.61	8,141.22
27 102110041	SANDPAPER	280.00	PC	6.54	1,831.20
28 115012055	SOLUTION, AUTO FLO	71.00	GRT	183.59	13,034.89
29 115012083	PAINT, T/T COLOR, BURNT SIENNA	5.00	CAN	55.59	277.95
30 115012084	PAINT, T/T COLOR, BURNT UMBER	5.00	CAN	57.77	288.85
31 115012089	PAINT, T/T COLOR, YELLOW OCHRE	4.00	CAN	57.77	231.08
32 101023630	WAX, TURTLE WAX	5.00	CAN	337.90	1,689.50

--- NOTHING FOLLOWS ---

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

SUB-TOTAL :	241,634.35
TOTAL :	241,634.35
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	241,634.35

Remarks :

Total Amount in Words: TWO HUNDRED FORTY ONE THOUSAND SIX HUNDRED THIRTY FOUR PESOS AND 35/100 ONLY



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SEQ.# 1  
 PO Date : 18 JUL 2012  
 ITR Number : 05-12-2012  
 Buyer Code : MJC *clb*

**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

*[Handwritten Signature]*  
 Signature Over Printed Name of Supplier

Recommended by:

*[Handwritten Signature]*  
 MA. REZINA G. CARREON  
 OFFICER-IN-CHARGE 7/20

: Funds Available

*[Handwritten Signature]*  
 VIDAL T. CARIGON JR.

AVP/SA Acctg Dept/Section

: Budget Authorization No. **12072986**

Amount **241,694.35**

*[Handwritten Signature]*

Approved By:

*[Handwritten Signature]*  
 JORGE V. SANTIAGO  
 PRESIDENT & COO



**Philippine Amusement and Gaming Corporation**  
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**PURCHASE ORDER**

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Supplier : UPTOWN 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.# 1  
 PO Date : 18 JUL 2012  
 ITB Number : 05-12-2012  
 Buyer Code : NJC *dh*

Gentlemen :

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

Place of Delivery : CF - ANGELES

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#62650	PROPERTY & GEN. SERVICES DEPT.				
1 115007002	ARMOUR ALL	5.00	BTL.	109.00	545.00
2 115012001	BODY FILLER	1.00	GRT	160.50	160.50
3 115018019	CLOTH, FRANELA	56.00	MTR	67.58	3,794.48
4 115012050	PRIMER, EPOXY PRIMER	1.00	GAL	643.05	643.05
5 115012066	FILLER, NATURAL WOOD PASTE	5.00	GAL	701.75	3,508.75
6 115012068	WOOD FILLER	46.00	GRT.	268.14	12,334.44
7 115012070	HARDENER	14.00	TUBE	50.14	701.96
8 115012052	FUTTY, LACQUER GLAZING FUTTY	15.00	GRT	175.21	2,628.15
9 115012019	PAINT, PRIMER SURFACER, GRAY	17.00	GRT	185.45	3,152.65
10 115012098	THINNER, LACQUER THINNER	127.00	GAL	168.95	21,456.65
FMD#62648	PROPERTY & GEN. SERVICES DEPT.				
11 101019007	TAPE, MASKING, 1"	1.00	ROLL	30.52	30.52
12 115012081	PAINT, CLEAR DEAD FLAT LACQUER	3.00	GAL	588.99	1,766.97
13 115012076	PAINT, AUTO LACQUER, CLEAR	46.00	GAL	669.14	30,780.44
14 115012079	PAINT, AUTO LACQUER, WHITE	7.00	GAL	836.87	5,858.23
FMD#62650	PROPERTY & GEN. SERVICES DEPT.				
15 115012099	THINNER, PAINT THINNER	25.00	GAL	234.35	5,858.75
FMD#62648	PROPERTY & GEN. SERVICES DEPT.				
16 115012015	PAINT, AUTO LACQUER, CARBON BLACK	4.00	GRT	216.21	864.84
17 115012119	PAINT, POLYURETHANE REDUCER	3.00	GAL.	512.30	1,536.90
18 115012118	PAINT, POLYURETHANE VARNISH	3.00	GAL.	995.17	2,985.51
19 115012065	WOODSTAIN, WALL NUT	26.00	GAL	737.17	19,166.42
20 102004317	PENETRATING WOOD STAIN, YELLOW	23.00	GAL	903.05	20,770.15
SJB-TOTAL :					138,534.36



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**Purchase Order No. 00147**  
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. **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 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 **UP-TOWN INDUSTRIAL SALES, 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 bond 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.

*Y. G. ...*  
*M. C. ...*  
Signature over printed name of Supplier

*dlr*

*u Mr*

*recd. 1 copy of only Annex A*  
*Y. G. ...*  
*8/6/2012*

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. **UP-TOWN INDUSTRIAL SALES, INC.** hereby further warrants and represents that:

- a. The goods and specifications shall be described as follows:

Item No.	Lot No.	Description	Qty.
1	5 PAINTING	Surface Protector, 10 Fl. oz (295 ml)	5 btl.
2		Body Filler w/ Hardener	1 quart.
3		Cloth Pranela 3 ft. x 1 meter	56 mtr.
4		Epoxy Primer Gray w/ Catalyst	1gal.
5		Wood Paste, Natural Shade	5 gal.
6		Wood Filler, Natural Shade, Lacquer Type, Wood Do Putty	46 quart.
7		Hardener for Body Filler	14 tube
8		Lacquer Glazing Putty, Gray	15 quart.
9		Lacquer Primer, gray surfacer gray	17 quart.
10		Lacquer Thinner	127 gal.
11		Masking Tape 1"	1 roll
12		Paint Auto Lacquer Clear Dead Flat	3 gal.
13		Paint Auto Lacquer Clear	46 gal.
14		Paint Auto Lacquer White	7 gal.
15		Paint Thinner	25 gal.
16		Paint Auto Lacquer, Carbon Black	4 quart.
17		Paint, Polyurethane Reducer	3 gal.
18		Paint, Polyurethane Varnish, Gloss w/ Catalyst, Floor varnish, Topcoat	3 gal.

*4/5/2018*  
*per contract*  
*9/6/2012*  
Signature over printed name of Supplier

*per copy*

19	Pen, Wood Stain, Walnut	26 gal.
20	Pen, Wood Stain, Yellow	23 gal.
21	Rubbing Compound, Universal Hand, white (acrylic, lacquer type, enamel)	5 ltr.
22	Varnish, Sanding sealer	128 gal.
23	Sandpaper #1000	222 pc.
24	Sandpaper #320	224 pc.
25	Sandpaper #400	236 pc.
26	Sandpaper #100, Yellow (150 ft./roll)	2 roll
27	Sandpaper #180	280 pc.
28	Solution, Auto Flo	71 qrt.
29	T/T Color Burnt Sienna	5 can
30	T/T Color Burnt Umber	5 can
31	T/T Color Yellow Ochre	4 can
32	Liquid Car Wax, 473 ml.	5 btl.

- 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 **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
- 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.

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.

Signature over printed name of Supplier  
*UP-TOWN INDUSTRIAL SALES, INC.*  
*UP-TOWN INDUSTRIAL SALES, INC.*

*UP-TOWN*

*UP-TOWN*

- 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 **TWO HUNDRED FORTY ONE THOUSAND SIX HUNDRED THIRTY FOUR PESOS AND 35/100** (Php241,634.35), 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>₱ 217,470.91</b>
B. 10% Retention of the total amount to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted or upon consumption thereof, whichever comes earlier.	<b>₱ 24,163.44</b>
<b>TOTAL</b>	<b>₱ 241,634.35</b>

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.	<b>₱ 241,634.35</b>
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13. Performance Security: To guarantee the 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	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	<b>₱ 12,081.72</b> [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>₱ 72,490.31</b> Thirty Percent (30%)

*Handwritten mark*

*Handwritten initials*

Signature over printed name of Supplier  
*Handwritten signature*  
8/6/2012

Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
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14. This Annex A, consisting of five (5) pages, shall form part of PO# 00147

*[Handwritten Signature]*  
*the Contract 10/2011*  
 \_\_\_\_\_  
 Signature over printed Name of Supplier/Date

*[Handwritten mark]*

*[Handwritten mark]*