



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

PURCHASE ORDER

Page # 1

Supplier : BLINGGM 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

P.O. No. 138

SED.# 3
 PO Date : 17 JUL 2012
 ITB Number : 05-16-2012
 Buyer Code : AAS

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
PMDM60733	PROPERTY & GEN. SERVICES DEPT.				
1 115003063	PLYWOOD, ORDINARY, 1/2 X 4 X 8	3.00	PC	570.00	1,710.00
2 115003065	PLYWOOD, ORDINARY, 1/8 X 4 X 8	600.00	PC	200.00	120,000.00
3 115003066	PLYWOOD, ORDINARY, 3/4 X 4 X 8	485.00	PC	920.00	446,200.00
PMDM60735	PROPERTY & GEN. SERVICES DEPT.				
4 115003080	SCREW, WOOD SCREW, #4 X 1/2	10.00	GRS	12.00	120.00
5 115009005	BOLT	2,910.00	PC	2.50	7,275.00
6 115010061	ROD, S/S	10.00	KILD	462.00	4,620.00
7 115010067	SHEET, S/S, GA. 20 X 4' X 8'	39.00	SHT	2,400.00	93,600.00
8 115015008	BAR, SQUARE BAR	122.00	PC	131.00	15,982.00
PMDM60740	PROPERTY & GEN. SERVICES DEPT.				
9 102004142	GLUE, WOOD GLUE	316.00	GAL	420.00	132,720.00
10 102007055	LAMINATE	122.00	PC	590.00	71,980.00
11 115003024	CEMENT, CONTACT CEMENT	131.00	GAL	420.00	55,020.00
12 115003036	HINGES, CABINET HINGES	122.00	PC	150.00	18,300.00
13 115003051	LUMBER, KD S4S, 1" X 5" X 8'	243.00	PC	270.00	65,610.00
14 115003055	NAIL, FINISHING NAIL, 1"	122.00	KILD	60.00	7,320.00
15 115003056	NAIL, FINISHING NAIL, 1-1/2"	122.00	KILD	60.00	7,320.00
16 115003057	NAIL, FINISHING NAIL, 2"	122.00	KILD	58.00	7,076.00
17 115009024	BOLT & NUT W/ WASHER 1"	4,000.00	PCS.	2.80	11,200.00
18 115012092	SANDPAPER, #100	2.00	ROLL	5,000.00	10,000.00
19 115015072	TAPE	455.00	PC	23.00	10,465.00
PMDM60741	PROPERTY & GEN. SERVICES DEPT.				
20 115012001	BODY FILLER	122.00	GRT	140.00	17,080.00
SUB-TOTAL :					1,103,598.00



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SEQ.# 3
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 ITB Number : 05-16-2012
 Buyer Code : AAA

Gentlemen :

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

Place of Delivery : PAGCOR, DMUS, WAREHOUSE

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO#: 138				AMOUNT FORWARDED :	1,103,598.00
21 115012015	PAINT, AUTO LACQUER, CARBON BLACK	112.00	GRT	185.00	20,720.00
22 115012019	PAINT, PRIMER SURFACER, GRAY	243.00	GRT	142.00	34,506.00
23 115012052	PURTY, LACQUER GLAZING PUTTY	243.00	GRT	170.00	41,310.00
24 115012080	PAINT, AUTO LACQUER, WHITE	485.00	GRT	180.00	87,300.00
25 115012094	SANDPAPER, #320	485.00	PC	2.50	1,212.50
26 115012098	THINNER, LACQUER THINNER	360.00	GAL.	160.00	57,600.00
27 115012103	PAINT, AUTO LACQUER, METALLIC FINE	5.00	GAL.	780.00	3,900.00
PMD#60739	PROPERTY & GEN. SERVICES DEPT.				
28 115018011	CATCHA, POCKETING 60	80.00	YARD	40.00	3,200.00
29 115019002	CORD, PIPING CORD OVERY STENE	200.00	ROLL	30.00	6,000.00
30 115019030	WIRE, STAPLE WIRE, TA 1010F	40.00	BOX	140.00	5,600.00
PMD#60742	PROPERTY & GEN. SERVICES DEPT.				
31 101023662	BAG, POLYETHYLENE, 40" X 40"	400.00	PC	13.00	5,200.00
PMD#60741	PROPERTY & GEN. SERVICES DEPT.				
32 115012054	SANDPAPER	485.00	PC	2.50	1,212.50
33 115012055	SOLUTION, AUTO FLO	122.00	GRT	150.00	18,300.00

-r- NOTHING FOLLOWS - - -

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

SUB-TOTAL : 1,389,659.00
 TOTAL : 1,389,659.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 1,389,659.00

Remarks :

Total Amount in Words: ONE MILLION THREE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED FIFTY NINE PESOS ONLY



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PURCHASE ORDER

138

Page # 3

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SED.# 3
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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. 9194, 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

FETV H. LIM
 8/17/12
 1:17 PM

Recommended by:

JVS
 JORGE V. SANTIAGO
 PRESIDENT & COO

: Funds Available
 : VIDAL T. CABIGON JR.
 : AMP/SA Acctg Dept/Section:
 : Budget Authorization No. Amount

Approved By:

CN
 CRISTINO L. NAGUIAT JR.
 CHAIRMAN & CEO

Purchase Order Form No. 138
(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 performance security 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.
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.


Betty H. Lim
Signature over printed Name of Supplier

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 Signature over printed Name of Supplier

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:

	DESCRIPTION	QTY/UNIT
LOT 1: PLYWOOD		
1	Plywood, Ordinary, 1/2" x 4' x 8' (min. 10 mm)	3 pcs
2	Plywood, Ordinary, 3/4" x 4' x 8' (min. 18 mm)	485 pcs
3	Plywood, Ordinary, 1/8" x 4' x 8' (min. 2mm)	600 pcs
LOT 3: METAL		
1	Sheet, S/S, GA. 20 x 4' x 8' Hairline Finish	39 sht
2	Square Bar, M/S 3/8" x 20' (9.5MMX20') min. 8mm	122 pc
3	Welding Rod S/S, 1/16"	10 kl
4	Bolt & Capnut, 1/8" x 1-1/2" Ordinary w/ washer	2,910.00 pc
5	Wood Screw, #4 x 1/2", ordinary	10 grs
LOT 5: CARPENTRY AND PAINTING		
1	Bolt w/ Tee Nut, 1/4" NC x 1"	4,000 pc
2	Woodglue, Plastic Resin Glue	316 gal
3	Laminate, 4' x 8' flat (as per sample)	122 pc
4	Lumber, KD S4S, 1" x 5" x 8'	243 pc
5	Hinge, Stainless Steel, 1" x 6" (Piano Hinge) w/ screw	122 pc
6	Contact Cement with no mustard oil content	131 gal
7	Finishing Nail, 1"	122 kl

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 Betty H. Lim
 Signature over printed Name of Supplier

8	Finishing Nail, 1- 1/2"	122 kl
9	Finishing Nail, 2"	122 kl
10	Paint, Auto Lacquer, Carbon Black	112 qrt
11	Paint, Auto Lacquer, White	485 qrt
12	Paint, Auto Lacquer, Metallic Fine (Silver)	5 gal
13	Paint, Primer Surfacer, Gray	243 qrt
14	Lacquer Glazing Putty, Gray	243 qrt
15	Body filler w/ Hardener	122 qrt
16	Lacquer Thinner	360 gal
17	Solution, Auto Flo	122 qrt
18	Masking Tape 1"	455 roll
19	Sandpaper #100, Yellow (150 ft./roll)	2 roll
20	Sandpaper #180	485 pc
21	Sandpaper #320	485 pc
LOT 8 – Other Upholstery Materials		
1	Piping Cord, Overy Siene 1/4" diameter	200 roll
2	Catcha, Pocketing 60	80 yard
3	Staple Wire, TA 1010F (5000 pcs/ box)	40 box
4	Polyethylene Bag, 40" x 40"	400 pc

- 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.

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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 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 in a progressive/partial billing the total amount of One Million Three Hundred Eighty Nine Thousand Six Hundred Fifty Nine Pesos (Php 1,389,659.00), 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. 10% Retention per completed staggered delivery 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.

OR;

100% per completed staggered delivery 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 10% of the total amount valid for three (3) months.

13. Performance Security: To guarantee the faithful performance of **BLIM'S GENERAL MERCHANDISE, GRAVEL AND SAND** 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	Minimum Amount
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank. Irrevocable letter of credit issued by a Universal or Commercial Bank	Five Percent (5%)	<u>Lot 1; Php 28,395.50</u> <u>Lot 3; Php 6,079.85</u> <u>Lot 5; Php 34,007.60</u> <u>Lot 8; Php 1,000.00</u>
Surety Bond (which is	Thirty Percent	<u>Lot 1; Php 170,373.00</u>


 Betty H. Lim
 Signature over printed Name of Supplier

Handwritten initials: H Hg

Handwritten mark: 2

acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	(30%)	<u>Lot 3; Php 36,479.10</u> <u>Lot 5; Php 204,045.60</u> <u>Lot 8; Php 6,000.00</u>
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14. This Annex A, consisting of Five (5) pages, shall form part of PO # 138.



Betty H. Lim

Signature over printed Name of Supplier/Date

N 208