



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

PURCHASE ORDER

Page # 1
 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

P.O. No. 141
 SEQ.# 6
 PO Date : 18 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
PMD#60736	PROPERTY & GEN. SERVICES DEPT.				
1 115003077	SCREW, METAL, #4" X 1/2"	49.00	GRS	12.10	592.90
2 115005013	OUTLET, CONVENIENCE	931.00	PC	51.46	47,909.26
3 115005014	PLUG, MALE HEAVY DUTY	446.00	PC	25.64	11,435.44
4 115005113	ROYAL CORD #14/3	201.00	MTR.	73.59	14,791.59
5 115005172	JUNCTION BOX 4X4 W/COVER PVC TYPE	485.00	PC.	10.57	5,126.45
6 115005174	ROYAL CORD #10/3	728.00	MTR.	142.16	103,492.48
7 115005175	CLAMP, PVC CLAMP 1/2	2,425.00	PCS.	.92	2,231.00
8 115017002	TAPE	446.00	ROLL	17.99	8,023.54

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks :
 Total Amount in Words: ONE HUNDRED NINETY THREE THOUSAND SIX HUNDRED TWO PESOS AND 66/100 ONLY

SUB-TOTAL :	193,602.66
TOTAL :	193,602.66
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	193,602.66

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:	Funds Available
MA. REINA G. CARREON OFFICER-IN-CHARGE	VIDAL T. CABIGON JR. AMP/SA Acctg Dept/Sections
	Budget Authorization No. Amount

Approved By: JORGE V. SARMIENTO
 PRESIDENT & COO

Purchase Order Form No. 141

(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, INCORPORATED** 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, INCORPORATED** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **UP-TOWN INDUSTRIAL SALES, INCORPORATED** 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, INCORPORATED** 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 **UP-TOWN INDUSTRIAL SALES, INCORPORATED** 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

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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, INCORPORATED** hereby further warrants and represents that:

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

LOT 4: ELECTRICAL		
1	Junction Box 4"x4", w/ cover PVC type	485 pc
2	Plug, Male Heavy Duty, 3 prong, parallel ground, rubber plug, (as per sample)	446 pc
3	Outlet, Convenience Surface, 2 Gang w/ Ground, Universal Type. To fit a #10/3 awg royal cord wire (as per sample)	931 pc
4	Royal Cord #14/3, 2.0MM x 3(awg)black	201 mtr
5	Royal Cord #10/3, 5.5MM x 3 (awg)black	728 mtr
6	Clamp, Nail Cable Clip (15 mm I.D.) (as per sample)	2,425 pc
7	Tape, Electrical, Plastic, .16MM x 19MM x 16M	446 roll
8	Screw, Metal, #4 x 1/2", ordinary	49 grs

- 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.

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- 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, INCORPORATED** 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, INCORPORATED**, 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. 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 Hundred Ninety Three Thousand Six Hundred Two Pesos and 66/100 (Php 193,602.66), 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

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Signature over printed Name of Supplier

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