



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

N-9635

**PURCHASE ORDER**

P.O. No. 176

SEQ.# 1

PO Date : 28 SEP 2012

ITB Number : 07-26-2012

Buyer Code : JSB

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

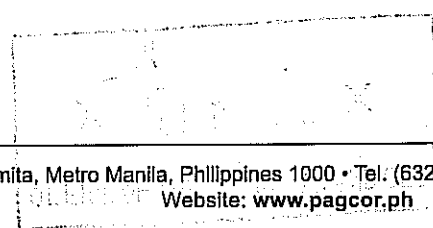
Gentlemen :

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
FID#63856 1 209011330	COMMUNITY RELS.& SERVICES DEPT CARPENTRY SANDER DISC SANDING MACHINE	10.00		26,200.00	262,000.00
FID#63855 2 209011310	COMMUNITY RELS.& SERVICES DEPT CARPENTRY FLAHER 12-IN FLAHER/JOINTER WITH FLAI N HEAD	2.00		280,000.00	560,000.00
FID#63856 3 209031085	COMMUNITY RELS.& SERVICES DEPT CLEANING & SANITATION VACUUM CLEANER INDUSTRIAL VACUUM CLEANER (16 GALLON HIGH PERFORMANCE WET/DR Y VACUUM	4.00		266,000.00	1,064,000.00
4 209039190	OTH HOUSEKEEPING EXP DUET FAN DUST COLLECTOR (DOUBLE BAG DUS T COLLECTOR)	2.00		28,000.00	56,000.00
5 209011310	CARPENTRY FLAHER 4-SIDES FLAHER THICKNESSER FOR MAT 4	2.00		1,800,000.00	3,600,000.00
FID#63855 6 209011340	COMMUNITY RELS.& SERVICES DEPT CARPENTRY SAW BAND SAW BLADE SHARFENER (AUTO BAND)	1.00		56,500.00	56,500.00
				<b>SUB-TOTAL</b>	<b>5,598,500.00</b>





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**PURCHASE ORDER**

Page # 2

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P.O. No. 176  
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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
CONTINUATION OF PO#:	176			AMOUNT FORWARDED :	5,598,500.00

--- NOTHING FOLLOWS ---

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

SUB-TOTAL : 5,598,500.00

TOTAL : 5,598,500.00

LESS DISCOUNT :

CHARGE :

GRAND TOTAL : 5,598,500.00

Remarks :

Total Amount in Words: FIVE MILLION FIVE HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED 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)
- ! ! Direct Contracting (Single Source Procurement)

Public Bidding  
 Negotiated Procurement  
 Shopping  
ROCKY D. BELONDA  
 Signature Over Printed Name of Supplier

Recommended by:

MA. BEINA G. CARREON  
 AVE, PD

Funds Available

:

:

Budget Authorization No.

VIDAL T. CABIGON JR.  
 AVF/SA Acctg Dept/Section  
 Amount 5,598,500.00

Approved By:

CRISTINO L. MAGUIAT, JR.  
 CHAIRMAN AND CEO

**Purchase Order No. 00176**  
**Annex A – Terms and Conditions**

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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.

ANNEX "A" OF P.O. NO. 00176

Supply and delivery of Lot 4 (Industrial Tools and Equipment for Four (4) Lots of Tools and Equipment for P-noy Bayanihan Project (Negotiated Procurement under the Condition of Two-Failed Biddings and One-Failed Nego)

*W J*


Signature over printed Name of Supplier

*[Handwritten Signature]*  
RICHARD S. LUNA

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:

<b>LOT 4 – INDUSTRIAL TOOLS AND OTHER EQUIPMENT</b>		
<b>1</b>	<b>10</b>	<b>Disc Sanding Machine</b>
		12-Inch Benchtop Disc Sander with Circle Jig and Miter Gauge
		220V 60Hz, 1-Phase
		1 HP
		2 1/2 –inches dust port aid in dust collection
		Length:19 inches Width:18.50 inches Height:18.70 inches
		Weight: 3/32kg
<b>2</b>	<b>2</b>	<b>12-in Planer/Jointer with Plain Head</b>
		55-in L x 34 in Wx40-in H
		Net weight 500 lbs
		Gross Weight 600 lbs
		Cutter Speed 5,500 RPM
		Cutter Head diameter 2 3/4 in
		Table Height 33 1/2 in
		Dust port outside diameter 4 in
		Dust collection minimum CFM required 400 cu. Ft/min
		Motor Power 3HP, Motor Voltage 230V

  
Signature over printed Name of Supplier

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*Handwritten initials*


		Prewired 230V, Motor Current 2.5A, Motor phase 1
3	4	<b>Industrial Vacuum Cleaner (16 Gallon High Performance Wet/Dry Vacuum)</b>
		HEPA filter or sponge filter
		360 rotary hose socket
		Electronic speed control
		Push Button for On/Off Switch
		Motor Protection floating valve
		Rear Handle for easy carrying
		Packing Hook rear
		Dust bag cloth filter
		With professional closing hook
		Built-in accessories
4	2	<b>Dust Collector (Double Bag Dust Collector)</b>
		Motor: 3HP
		115-230 Volts 2 Micron Canister Kit
		collection capacity -18cubic feet
5	2	<b>4-Sides Planer Thicknessers Format 4</b>
		3 phase, 9HP
		Three knife cutter-head delivers 30-percent longer knife life and makes knife change faster and easier
		Two speed gear box allows users to change feed speed to optimizing cuts per inch at 96 or 179 CPI
		Fan-assisted chip ejection vacuums chips off of the cutter-head and exhausts them out of the machine
		Make: Format 4
		Surface planing width in mm: 510
		Planer guar EURO standard
6	1	<b>Band Saw Blade Sharpener (Auto Band)</b>
		3A - 230 Volts, 3 Phase

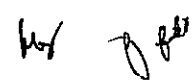
Delivery, Demo, Testing and Commissioning of the Tools and Equipment is at Building No. 9, TESDA Complex, East Service Road, South Super Highway, Taguig, City

- 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.

ANNEX "A" OF P.O. NO. 00176

Supply and delivery of Lot 4 (Industrial Tools and Equipment for Four (4) Lots of Tools and Equipment for P-noy Bayanihan Project (Negotiated Procurement under the Condition of Two-Failed Biddings and One-Failed Nego)

  
Signature over printed Name of Supplier  
ALICE D. DE LUNA



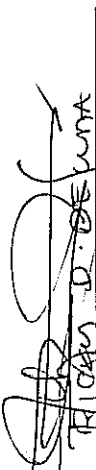
- e. **Leeleng Commercial, Inc.** shall provide forty-eight (48) hours response time upon receipt of notice within the warranty period.
  - f. PAGCOR accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to PAGCOR only upon receipt and final acceptance 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 **Five Million Five Hundred Ninety Eight Thousand Five Hundred Pesos (PhP 5,598,500.00)**, 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 to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted

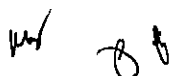
OR;

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 ten percent (10%) of the total amount valid for one (1) year.

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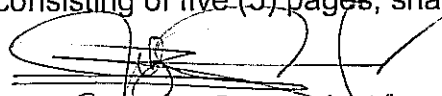
  
Signature over printed Name of Supplier



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 or cashier's/manager's check issued by a Universal or Commercial Bank.	
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five Percent (5%) PhP279,925.00
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) PhP1,679,550.00
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 # \_\_\_\_\_.

  
 RICARDO D. DE LUNA

10/17/12

Signature over printed Name of Supplier/Date

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*Handwritten marks*