



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

P.O. No. 358

Page # 1

Supplier : TUCLEAR TV'S CLEAR ART

SEQ.# 1

Address : #11 FELICIA ST. SAN ANTONIO HOMES, CULIAT TANDANG SORA, QUEZON CITY

PO Date : 7 NOV 2013

TIN : 164-395-433-000

ITB Number : 07-46-2013

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : MJC *dy*

Gentlemen :

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

Place of Delivery : PAGCOR HOUSE, 1330 ROXAS BLVD.

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#74769	PAGCOR TRAINING CENTER				
1 101022126	TROPHY	3.00	PC	1,650.00	4,950.00
2 101022372	SOLID GLASS TROPHY - 11" TROPHY	3.00	PC	1,550.00	4,650.00
3 101022881	SOLID GLASS TROPHY - 10" TROPHY - 9" <i>dy</i>	15.00	PC	1,450.00	21,750.00

--- N O T H I N G F O L L O W S ---

SUB-TOTAL : 31,350.00
 TOTAL : 31,350.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 31,350.00

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

Remarks :

Total Amount in Words: THIRTY ONE THOUSAND THREE HUNDRED FIFTY 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".

- Public Bidding
- Negotiated Procurement *on award Shopping*
- RAMUS R. MACAPARAN

Signature Over Printed Name of Supplier

Recommended by: *G. Delantar*
 KATHLEEN G. DELANTAR
 AM, BSU-PT

Funds Available

VIDAL T. CABIGON JR.

AVP/SA Acctg Dept/Section:

Budget Authorization No. 10-06-1942 Amount P 31,350.-

Approved By:

MA. REINA G. CARREON *dy*
 AVP, PD

Purchase Order No. 358
Annex A – Terms and Conditions

1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **T.J.'s Clear Art** 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. **T.J.'s Clear Art** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **T.J.'s Clear Art** 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 undelivered item 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.

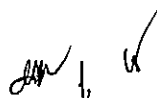
In case **T.J.'s Clear Art** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **T.J.'s Clear Art** 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.
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,

ANNEX "A" OF P.O. NO. 00358

Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament
under ITB No. 07-46-2013

Page 1 of 11



T.J.'s Clear Art

Signature over printed Name of Supplier
Remy B. Mazarinas

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. T.J.'s Clear Art hereby further warrants and represents that:

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

Quantity	Description								
Three (3) pieces	SOLID GLASS TROPHY								
	<ul style="list-style-type: none"> Crystal Cup Design 								
	<ul style="list-style-type: none"> 11" total height by 5" diameter cup ¼" thick by 3/8" thick handle mounted in glass base with gold or silver acrylic plate 								
	<ul style="list-style-type: none"> Breakdown of trophies per category: <table border="1" data-bbox="424 1560 1209 1934"> <thead> <tr> <th>CATEGORY</th> <th>QTY.</th> </tr> </thead> <tbody> <tr> <td>Team Glass Trophy - CHAMPION</td> <td>One (1) piece</td> </tr> <tr> <td>Glass Trophy for Master's Champion - MEN</td> <td>One (1) piece</td> </tr> <tr> <td>Glass Trophy for Master's Champion - WOMEN</td> <td>One (1) piece</td> </tr> </tbody> </table> 	CATEGORY	QTY.	Team Glass Trophy - CHAMPION	One (1) piece	Glass Trophy for Master's Champion - MEN	One (1) piece	Glass Trophy for Master's Champion - WOMEN	One (1) piece
CATEGORY	QTY.								
Team Glass Trophy - CHAMPION	One (1) piece								
Glass Trophy for Master's Champion - MEN	One (1) piece								
Glass Trophy for Master's Champion - WOMEN	One (1) piece								

T.J.'s Clear Art
 Signature over printed Name of Supplier
 R. MACARANTIS

ANNEX "A" OF P.O. NO. 00358

Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament under ITB No. 07-46-2013

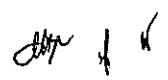
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T-J's Clear Art
 Signature over printed Name of Supplier
 RAMON R. MACAPARANAS

	<ul style="list-style-type: none"> • Plate Details of trophies per category:
	1. <u>Team Glass Trophy - CHAMPION</u> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>CHAMPION</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	2. <u>Glass Trophy for Master's Champion - MEN</u> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>CHAMPION-Master's (name)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	3. <u>Glass Trophy for Master's Champion - WOMEN</u> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>CHAMPION-Master's (name)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
Three (3) Pieces	SOLID GLASS TROPHY
	<ul style="list-style-type: none"> • Crystal Cup Design
	<ul style="list-style-type: none"> • 10" total height by 4" diameter cup ¼" thick by 3/8" thick handle mounted in glass base with gold or silver acrylic plate





ANNEX "A" OF P.O. NO. 00358

Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament under ITB No. 07-46-2013



T-J's Clear Art

Maecanamb
 DAWN M. MACAIGERAS
 Signature over printed Name of Supplier

<ul style="list-style-type: none"> Breakdown of trophies per category: 	
CATEGORY	QTY.
Team Glass Trophy - 1 ST RUNNER UP	One (1) piece
Glass Trophy for Master's 1 ST Runner Up - MEN	One (1) piece
Glass Trophy for Master's 1 ST Runner Up - WOMEN	One (1) piece
<ul style="list-style-type: none"> Plate Details of trophies per category: 	
1. <u>Team Glass Trophy - 1ST RUNNER UP</u>	
 CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013 1ST Runner Up  <small>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</small>	
2. <u>Glass Trophy for Master's 1ST Runner Up - MEN</u>	
 CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013 1ST RUNNER UP-Master's (name)  <small>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</small>	

ANNEX "A" OF P.O. NO. 00358

Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament under ITB No. 07-46-2013

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T-J's Clear Art

S. Ramulu
RAMULU S. MFCAR & GRS
Signature over printed Name of Supplier

- Breakdown of trophies per category:

CATEGORY	QTY.
➤ TEAM	
Team Glass Trophy - 2 ND RUNNER UP	One (1) piece
Team Glass Trophy - 3 RD RUNNER UP	One (1) piece
➤ MASTER'S	
Glass Trophy for Master's 2 ND Runner Up - MEN	One (1) piece
Glass Trophy for Master's 3 RD Runner Up - MEN	One (1) piece
Glass Trophy for Master's 2 ND Runner Up - WOMEN	One (1) piece
Glass Trophy for Master's 3 RD Runner Up - WOMEN	One (1) piece
➤ INDIVIDUAL AWARDS	
Glass Trophy for High Team Game	One (1) piece
Glass Trophy for High Team Series	One (1) piece
Glass Trophy for High Team Average	One (1) piece
Glass Trophy for MEN'S High Game	One (1) piece
Glass Trophy for WOMEN'S High Game	One (1) piece
Glass Trophy for MEN'S High Series	One (1) piece
Glass Trophy for WOMEN'S High Series	One (1) piece
Glass Trophy for MEN'S High Average	One (1) piece
Glass Trophy for WOMEN'S High Average	One (1) piece

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Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament under ITB No. 07-46-2013

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T-J's Clear Art
 Signature over printed Name of Supplier
 RA-MIA UP. MFEAR APFS









	<ul style="list-style-type: none"> • Plate Details of trophies per category:
	<p>➤ TEAM:</p>
	<p>1. <u>Team Glass Trophy - 2ND RUNNER UP</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p><i>2nd Runner Up</i></p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>2. <u>Team Glass Trophy - 3RD RUNNER UP</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p><i>3rd Runner Up</i></p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>➤ MASTER'S:</p>
	<p>3. <u>Glass Trophy for Master's 2ND Runner Up - MEN</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p><i>2nd RUNNER UP-Master's (name)</i></p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>4. <u>Glass Trophy for Master's 3RD Runner Up - MEN</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p><i>3rd RUNNER UP-Master's (name)</i></p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>

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Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament under ITB No. 07-46-2013

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T-J's Clear Art
 Signature over printed Name of Supplier
 RAMIRO R. MACARANGAS

	<p>5. <u>Glass Trophy for Master's 2ND Runner Up - WOMEN</u></p> <div style="border: 1px solid black; padding: 5px;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>2nd RUNNER UP-Master's (name)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>6. <u>Glass Trophy for Master's 3RD Runner Up - WOMEN</u></p> <div style="border: 1px solid black; padding: 5px;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>3rd RUNNER UP-Master's (name)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
<p>➤ INDIVIDUAL AWARDS:</p>	
	<p>7. <u>Glass Trophy for High Team Game</u></p> <div style="border: 1px solid black; padding: 5px;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>TEAM (High Team Game)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>8. <u>Glass Trophy for High Team Series</u></p> <div style="border: 1px solid black; padding: 5px;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>TEAM (High Team Series)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>

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Supply and Delivery of 21 pcs. Solid Glass Trophy for the Corp. Office Inter-Color Tenpin Bowling Tournament under ITB No. 07-46-2013

[Handwritten Signature]

Signature of Supplier
R. MACAPARANG
Signature over printed Name of Supplier

T-J's Clear Art

	<p>9. <u>Glass Trophy for High Team Average</u></p> <div data-bbox="448 285 1249 596"><p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p><p>TEAM</p><p>(High Team Average)</p><p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p></div>
	<p>10. <u>Glass Trophy for MEN'S High Game</u></p> <div data-bbox="448 675 1241 982"><p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p><p>NAME</p><p>(Men's High Game)</p><p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p></div>
	<p>11. <u>Glass Trophy for WOMEN'S High Game</u></p> <div data-bbox="448 1090 1241 1397"><p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p><p>NAME</p><p>(Women's High Game)</p><p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p></div>
	<p>12. <u>Glass Trophy for MEN'S High Series</u></p> <div data-bbox="448 1499 1233 1828"><p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p><p>NAME</p><p>(Men's High Series)</p><p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p></div>

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Signature

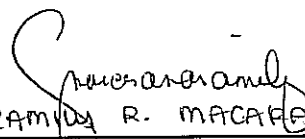
RAMIL R. MACARELANS
 Signature over printed Name of Supplier
 T.J.'s Clear Art

	<p>13. <u>Glass Trophy for WOMEN'S High Series</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>NAME</p> <p>(Women's High Series)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>14. <u>Glass Trophy for MEN'S High Average</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>NAME</p> <p>(Men's High Average)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>
	<p>15. <u>Glass Trophy for WOMEN'S High Average</u></p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  <p>CORPORATE INTER-COLOR BOWLING TOURNAMENT 2013</p> <p>NAME</p> <p>(Women's High Average)</p> <p>Paeng's Midtown Bowl, Robinson's Place Ermita, Manila July 18, 2013 – September 26, 2013</p>  </div>

- 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 T.J.'s **Clear Art** 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.

Handwritten initials

- e. 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 **T.J.'s Clear Art**, a warranty shall be required from it for a minimum of three (3) months after performance of the contract.
12. Delivery Schedule: The above-mentioned goods in accordance with the Technical Specifications and Quantity as provided in Section 11.a. hereof shall be delivered within ten (10) calendar days from the effectivity date specified in the Notice to Proceed at the Corporate Stock Section, Ground Floor, PAGCOR House, 1330 Roxas Blvd., Ermita, Manila
13. Schedule of payment: PAGCOR shall pay in the total amount of **Thirty One Thousand Three Hundred Fifty Pesos (PhP 31,350.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply and delivery of the items and upon PAGCOR's issuance of final Certificate of Acceptance.
13. This Annex A, consisting of eleven (11) pages, shall form part of PO # 00358.


 RAMON R. MACARAAN 11 | 21 | 13

Signature over printed Name of Supplier/Date

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