



# Philippine Amusement and Gaming Corporation

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

## PURCHASE ORDER

HYATT - MANILA  
*Casino Filipino*

P.O. No. 6723

Page # 1

Supplier : P & H P & H MERCHANDISING CORPORATIO  
Address : 1117 TOMAS MAPUA STREET, STA. CRUZ, MANILA  
TIN : 004-742-446-000  
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1  
PO Date : 25 SEP 2014  
Mode of Purchase: SVP  
Buyer Code : FEA

Gentlemen :

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

Place of Delivery : CF-HYATT

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#32406	BR.PROP.& GEN.SERVICES SECT.				
1 102004035	NAIL, FINISHING NAIL, 2"	1.00	KILD	45.00	45.00
2 102004060	PLYWOOD, ORDINARY, 3/4 X 4 X 8	1.00	PC	1,430.00	1,430.00
3 102004061	PLYWOOD, ORDINARY, 1/4 X 4 X 8	1.00	PC	418.00	418.00
4 102004194	LUMBER, KD S4S, 2" X 2" X 8'	1.00	PC	165.50	165.50
5 102007104	CEMENT, PORTLAND	1.00	BAG	248.00	248.00
6 102007398	CEMENT, WHITE	5.00	KILO	25.00	125.00
7 102007550	TILE, TILE TRIM	2.00	PC	110.00	220.00
8 102021016	HINGES, PIANO HINGES, 1" X 1" X 10'	1.00	ROLL	110.00	110.00
9 115003055	NAIL, FINISHING NAIL, 1"	1.00	KILO	50.00	50.00
PMD#32404	BR.PROP.& GEN.SERVICES SECT.				
10 102003073	THINNER, PAINT THINNER	2.00	GAL	210.00	420.00
11 102003095	PAINT, QUICK DRY ENAMEL, MAPLE	5.00	GAL	422.00	2,110.00
12 102003126	PAINT, ACRY COLOR, RAW SIENNA	1.00	GRT	103.00	103.00
13 102003693	PAINT, LATEX, SEMI-GLOSS	3.00	TIN	2,273.85	6,821.55
14 102003127	PAINT, ACRY COLOR, VENETIAN RED	10.00	GRT	103.00	1,030.00
15 102007104	CEMENT, PORTLAND	3.00	BAG	248.00	744.00
16 102007481	SAND	10.00	BAG	30.00	300.00
17 102020434	TILES, FLOOR TILES CERAMICS FLOOR TILES 8IN X 8IN	165.00	PC	13.90	2,293.50
18 102070547	PAINT, LATEX, SEMI-GLOSS	3.00	GAL	578.00	1,734.00
19 115005160	ROLLER PAINT ROLLER #4 CARPET TYPE	5.00	PC	21.50	107.50
20 115012113	PAINT BRUSH 3"	1.00	PCS.	22.00	22.00
SUB-TOTAL :					18,497.05



**Philippine Amusement and Gaming Corporation**  
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**PURCHASE ORDER** P.O. No. 6723

Page # 2

Supplier : P & H P & H MERCHANDISING CORPORATIO HYATT - MANILA

Address : 1117 TOMAS MAPUA STREET, STA. CRUZ, MANILA

TIN : 004-742-446-000

VAT : All Items are VAT Exclusive / Zero Rated

*Casino Filipino*

SEQ.# 1

PO Date : 25 SEP 2014

Mode of Purchase: SMP

Buyer Code : FEA

Gentlemen :

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

Place of Delivery : CF-HYATT

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO#: 6723				AMOUNT FORWARDED :	18,497.05
21	115012114 PAINT ROLLER W/ HANDLE 7" PMD#32405 BR.PROP.& GEN.SERVICES SECT.	7.00	PCS.	22.00	154.00
22	102007104 CEMENT, PORTLAND	1.00	BAG	248.00	248.00
23	102007398 CEMENT, WHITE	2.00	KILO	25.00	50.00
24	102009764 SAND, WHITE	1.00	BAG	60.00	60.00
25	102020045 TOILET BOWL, FLUSH TYPE, W/ FITTINGS	1.00	SET	2,580.00	2,580.00
26	102021043 SEAL, VULCA SEAL PMD#32403 BR.PROP.& GEN.SERVICES SECT.	1.00	GRT	380.00	380.00
27	102003015 PAINT, ACRYL COLOR, THALO GREEN	5.00	GRT	103.00	515.00
28	102003128 PAINT, ACRYL COLOR, HANZA YELLOW	5.00	GRT	139.00	695.00
29	102003693 PAINT, LATEX, SEMI-GLOSS	10.00	TIN	2,273.85	22,738.50
30	115005160 ROLLER PAINT ROLLER #4 CARPET TYPE W/ HANDLE	5.00	PC	21.50	107.50
31	115012114 PAINT ROLLER W/ HANDLE 7" PMD#32408 BR.PROP.& GEN.SERVICES SECT.	5.00	PCS.	22.00	110.00
32	102040076 GLASS, CLEAR JALOUSY GLASS, STANDARD 8CM X 52CM	2.00	PC	33.00	66.00
33	102040077 GLASS, CLEAR JALOUSY GLASS STANDARD 10CM X 40CM	2.00	PC	33.00	66.00
34	102040078 GLASS, CLEAR JALOUSY GLASS, STANDARD 8CM X 51.5CM	2.00	PC	33.00	66.00
SUB-TOTAL :					46,333.05



# Philippine Amusement and Gaming Corporation

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## PURCHASE ORDER P.O. No. 6723

Page # 3

Supplier : P & H P & H MERCHANDISING CORPORATION HYATT - MANILA  
Address : 1117 TOMAS MAPUA STREET, STA. CRUZ, MANILA  
TIN : 004-742-446-000  
VAT : All Items are VAT Exclusive / Zero Rated

Casino Filipino

SEQ.# 1  
PO Date : 25 SEP 2014  
Mode of Purchase: SVP  
Buyer Code : FEA

Gentlemen :

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

Place of Delivery : CF-HYATT

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO#: 6723				AMOUNT FORWARDED :	46,333.05
35 102040079	GLASS, CLEAR JALOUSY GLASS, STANDARD 8CM X 52.5CM	2.00	PC	33.00	66.00
36 102040080	GLASS, CLEAR JALOUSY GLASS, STANDARD 10CM X 52CM	2.00	PC	25.00	50.00
FMD#32409	BR. PROP. & GEN. SERVICES SECT.				
37 102007104	CEMENT, PORTLAND	4.00	BAG	248.00	992.00
--- NOTHING FOLLOWS ---					

Attachment:RV NDA ANNEX"A" NTP

Remarks : /TB NO.; SVP14-00011HYA

SUB-TOTAL :	47,441.05
TOTAL :	47,441.05
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	47,441.05

Total Amount in Words: FORTY SEVEN THOUSAND FOUR HUNDRED FORTY ONE PESOS AND 05/100 ONLY

### TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before \_\_\_\_\_.
- > 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.
- > All FREE items that come with the item/s purchased must be included/reflected on the Delivery Receipt/Sales Invoice.

DANILO M. MANRIQUE 10-01-14  
Signature Over Printed Name of Supplier

"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) ; ; Shopping
- ;; Direct Contracting (Single Source Procurement) ; ; Negotiated Procurement

Recommended by:

: Funds Available

LEAH MAE M. CLEMENTE  
HEAD, BFFSS

:  
: Budget Authorization No. \_\_\_\_\_ Amount \_\_\_\_\_

MA. VERONICA R. ALINDOGAN A  
AVP/SA Acctg Dept/Section:

Approved By:

Andres P. Lizares  
ANDRES P. LIZARES  
GENERAL MANAGER

**Purchase Order No. 6723**  
**Annex A – Terms and Conditions**

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1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **P & H Merchandising Corporation** 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. **P & H Merchandising Corporation** shall complete the Lot 1: Hardware Materials of the Supply and Delivery of Two (2) Lots Requirements of 2014 Brigada Eskwela within the time prescribed in the PO. Should **P & H Merchandising Corporation** 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 **P & H Merchandising Corporation** 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 **P & H Merchandising Corporation** 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.

*DANIELA M. REYES*  
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. **P & H Merchandising Corporation** hereby further warrants and represents that:

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

QUANTITY	DESCRIPTION
One (1) kilo	Finishing Nail, 2"
One (1) piece	Plywood, Ordinary, 3/4" x 4' x 8'
One (1) piece	Plywood, Ordinary, 1/4" x 4' x 8'
One (1) piece	Lumber, Good Lumber, KD S4S, 2" x 2" x 8'
Nine (9) bags	Cement, Ordinary 40kg/bag
Seven (7) kilos	White cement
Two (2) pieces	Tile Trim, Plastic, 8ft. white
One (1) roll	Piano Hinges, Metal Brass Finish, screw included 1" x 1" x 10'
One (1) kilo	Finishing Nail, #1
Two (2) gallons	Paint Thinner, Oil Base

ANNEX "A" OF P.O. NO. 6723

Lot 1: Hardware Materials for the Supply and Delivery of Two (2) Lots Requirements of 2014 Brigada Eskwela

under ITB No. SVP14-00011HYA

  
Signature over printed Name of Supplier

Five (5) gallons	Quick Dry Enamel, Maple, Oil Base Paint
One (1) quart	Acri Color Paint, Water Base, Raw Sienna
Ten (10) quarts	Acri Color Paint, Water Base, Venetian Red
Thirteen (13) tins	Latex Paint, White, Semi-Gloss, Water Base
Ten (10) bags	White sand, (Binistay)
One Hundred Sixty-five (165) pieces	Ceramics Floor Tiles, 8" x 8", Plain white
Three (3) gallons	Latex Paint, White, Semi-Gloss
Ten (10) pieces	Paint Roller, #4 Carpet Type w/ handle
One (1) piece	Paint Brush, 3" soft hair
Twelve (12) pieces	Paint Roller, #7 carpet type w/ handle
Two (2) pieces	Smoke glass for Jalousy window, 8cm x 52cm, 1/4"thk
Two (2) pieces	Smoke glass for Jalousy window, 10cm x 40cm, 1/4"thk
Two (2) pieces	Smoke glass for Jalousy window, 8cm x 51.5cm, 1/4" thk
Two (2) pieces	Smoke glass for Jalousy window, 8cm x 52.5cm, 1/4" thk
Two (2) pieces	Smoke glass for Jalousy window, 10cm x 52cm, 1/4" thk
One (1) bag	White Sand
One (1) set	Ceramic Toilet Bowl w/ tank & fittings
One (1) quart	Elastomeric Seal, Medium Size
Five (5) quarts	Acri Color Paint, Thalo Green, water base
Five (5) quarts	Acri Color Paint, Hanza Yellow, water base

- 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.

ANNEX "A" OF P.O. NO. 6723

Lot 1: Hardware Materials for the Supply and Delivery of Two (2) Lots Requirements of 2014 Brigada Eskwela

under ITB No.SVP14-00011HYA

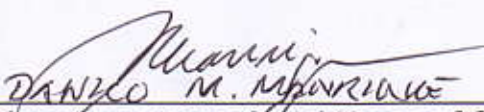
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*Dante M. Infante*  
Signature over printed Name of Supplier

- d. The defective items shall be replaced within three (3) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **P & H Merchandising Corporation** 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.
- 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 **P & H Merchandising Corporation**, a warranty shall be required from it for a minimum of three (3) months after performance and acceptance of the contract.

12. Schedule of payment: PAGCOR shall pay in the total amount **Forty-Seven Thousand Four Hundred Forty-One Pesos and 05/100** (PhP47,441.05), VAT Exclusive, Zero Rated Transaction upon completion of supply and delivery of the items and upon PAGCOR's issuance of final Certificate of Acceptance.

13. This Annex A, consisting of four (4) pages, shall form part of PO # 6723.

  
DANILCO M. MONDONO 10-01-14  
Signature over printed Name of Supplier/Date