



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

**PURCHASE ORDER**

HYATT - MANILA  
**Casino Filipino**

HYA-04-21-08-165

Page # 1  
 Supplier : GAKKEN GAKKEN PHILIPPINES INC.  
 Address : # 130 AURORA BLVD., COR. A. LAKE ST., SALAPAN, SAN JUAN CITY  
 TIN : 004-475-204-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 6973  
 SEQ.# 1  
 PO Date : 5 AUG 2021  
 ITB Number : SV21-05-004MALA-05  
 Buyer Code : MRH

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

Place of Delivery : LOGISTICS SECTION CF-MALATE Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FMD#37040	LOGISTICS MANAGEMENT SECTION				
1 101013318	STENCIL, DUPLD DIGITAL MIMEDGRAPH DRC42	12.00	PC	4,485.00	53,820.00
2 101013711	INK, DC14 FOR DUPLD (DP-L520)	88.00	PC	927.00	81,576.00
--- NOTHING FOLLOWS ---					

Attachment: BUDGET, RV, APP, AWARD OF CONTRACT,  
 Remarks :  
 Total Amount in Words: ONE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED NINETY SIX PESOS ONLY

SUB-TOTAL :	135,396.00
TOTAL :	135,396.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	135,396.00

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.

RAMON GABUELAS, CSS 08-26-21  
 Signature Over Printed Name of Supplier

Recommended by: CORNELIUS M. GOZE  
 SBAM II, PLFM

: Funds Available  
 : GILDA L. VERZOSA  
 : AVP/SA Acctg Dept/Section:  
 : Budget Authorization No. HYA-04-21-08 Amount 165

Approved By: ENRICO V. LIVELO  
 GENERAL MANAGER II



PURCHASE ORDER (P.O.) ANNEX

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Effectivity	March 11, 2021

**Purchase Order No. 6973**  
**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. **GAKKEN PHILIPPINES 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. **GAKKEN PHILIPPINES INC.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **GAKKEN PHILIPPINES 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 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 **GAKKEN PHILIPPINES 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 penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **GAKKEN PHILIPPINES 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.

Signature over printed Name of Supplier

*Ralph S. Santos*

ANNEX "A" OF P.O. NO. 6973

Supply and Delivery of Various Printer Consumables under ITB NO. SV21-05-004MALA-05 (Lot 2)

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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. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.
12. **GAKKEN PHILIPPINES INC.** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

Technical Description	Quantity / UOM
<b><i>Supply and Delivery of Consumables for Existing Duplo Mimeographing Machine</i></b>	
STENCIL, DRC42 For existing DUPLO DP-L520	12 pcs
TONER, DC14 INK For existing DUPLO DP-L520	88 pcs
<b>ADDITIONAL TERMS AND CONDITIONS:</b>	
All ink/toner/Cartridges must be GENUINE/ORIGINAL and Manufactured by the Original Manufacturer that designed and built the printer. Compatible cartridges are not allowed.	
<b>Expiration/Shelf-life:</b> At least one (1) year from date of delivery, if applicable.	

Signature over printed Name of Supplier  
**RAMON GARCERAN**

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**Period for Correction of Defects:** Within seven (7) calendar days from receipt of notice from PAGCOR.

**Delivery Schedule:** Within thirty (30) calendar days from the receipt of the Purchased Order (P.O.)

**Delivery Site:** Logistics Management Section, Casino Filipino – Malate, 1588 New Coast Hotel, Mabini cor. Pedro Gil Sts. Malate, Manila, 9:00 a.m. to 5:00 p.m.

- 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 **GAKKEN PHILIPPINES INCORPORATION** 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **One Hundred Thirty-Five Thousand Three Hundred Ninety-Six Pesos (Php135,396.00), VAT Exclusive, Zero-Rated Transaction** upon completion of every delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of three (3) pages, shall form part of PO # 6973.

  
RETINA GONCEBAS 8-20-21  
Signature over printed Name of Supplier/Date