



# Philippine Amusement and Gaming Corporation

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

## PURCHASE ORDER

MAL-04-21-183

### HYATT - MANILA Casino Filipino

Page # 1

Supplier : PHILCO PHILCOPY CORPORATION  
Address : 793 J.P. RIZAL ST., MAKATI CITY  
TIN : 000-149-318-000  
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 6975

SEQ.# 1  
PO Date : 6 SEP 2021  
ITB Number : SV21-07-008MAL  
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
PMD#37086	LOGISTICS MANAGEMENT SECTION				
1 101013142	TONER	3.00	CART	13,125.00	39,375.00
2 205351005	DUPLICATING MACHINE-PHOTO COPIER DIGITAL PLAIN PAPER COPIER	1.00		190,625.00	190,625.00
PMD#37087	COMMISSION ON AUDIT				
3 101013142	TONER	3.00	CART	13,125.00	39,375.00
4 205351005	DUPLICATING MACHINE-PHOTO COPIER DIGITAL PLAIN PAPER COPIER	1.00		190,625.00	190,625.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT	SUB-TOTAL :	460,000.00
	TOTAL :	460,000.00
Remarks :	LESS DISCOUNT :	
	CHARGE :	
	GRAND TOTAL :	460,000.00

Total Amount in Words: FOUR HUNDRED SIXTY THOUSAND 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.

*FERNANDO CORTEZ*  
Signature Over Printed Name of Supplier

Recommended by:	Funds Available	<i>[Signature]</i>
<i>[Signature]</i>		GILDA L. VERDUSA
CORNELIUS M. BOZE		AVP/SA Acctg Dept/Section:
SBAM II, PLFM	Budget Authorization No.	MAL-01-21-183
		Amount

Approved By: \_\_\_\_\_  
ENRICO V. LIVELO  
GENERAL MANAGER II

	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 1 of 4
		Form No.	PD - 721
		Revision No.	0
		Effectivity	March 11, 2021

***Purchase Order No. 6975  
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. **PHILCOPY 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. **PHILCOPY CORPORATION** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **PHILCOPY 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 **PHILCOPY 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 **PHILCOPY 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.
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,

Signature over printed Name of Supplier  
**FERNANDO CONTOZ**





PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

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. **PHILCOPY CORPORATION** hereby further warrants and represents that:

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

ITEM NO.	QTY / UOM	ITEM DESCRIPTION
<b>LOT 1 – DIGITAL COPIER</b>		
1	2 units	DIGITAL COPIER, MID-END – <b>KYOCERA TASKALFA 4012i</b> <ul style="list-style-type: none"> <li>• Digital Copier with Network printing, color scanning &amp; upgradable with an optional network fax</li> <li>• Copy and print speed of at least 40 copies per minute - A4</li> <li>• Print resolution of 1,200 x 1,200 dpi</li> <li>• Warm time of 18 seconds or less</li> <li>• Paper size from A6R up to A3</li> <li>• Standard Memory Capacity of 2GB RAM plus 8GB SSD and 320GB HDD</li> <li>• Paper capacity of two 500 sheets universal cassette and 100 sheets multi-purpose tray</li> <li>• Built-in duplex unit and 50 sheets job separator</li> </ul>

ANNEX "A" OF P.O. NO. 6975

Supply and Delivery of Office Equipment under ITB NO. SV21-07-008MAL – Lot 1: Digital Copier

Signature over printed Name of Supplier  
 FERNANDO OSINTO



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 3 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021


		<ul style="list-style-type: none"><li>• Color touch screen panel</li><li>• Compatible with Windows, Macintosh, Linux, Unix</li><li>• Copier stand with storage capacity, including castors (wheels), heavy duty</li><li>• Warranty: Spare Parts replacement Free of Charge for two (2) years or up to 600,000 copies/print/scan whichever comes first.</li><li>• Warranty for accessories and options is one (1) year from the date of delivery</li><li>• Repair Service: Lifetime free service</li><li>• Free set-up and installation</li><li>• Bidder must be authorized distributor / dealer of the brand being offered</li></ul>
2	6 pieces	Consumable for Digital Copier, Mid-End: Toner Cartridge (Black) <b>KYOCERA TK-7220</b>

*FORWARDED COPY*  
Signature over printed Name of Supplier

- 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 **PHILCOPY 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.

13. Schedule of payment: PAGCOR shall pay in the total amount of **Four Hundred Sixty Thousand Pesos (PhP460,000.00), VAT Exclusive, Zero-Rated Transaction** upon completion of every delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.

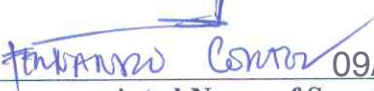
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	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 4 of 4
		Form No.	PD - 721
		Revision No.	0
		Effectivity	March 11, 2021

14. Performance Security: To guarantee the faithful performance of **PHILCOPY CORPORATION** obligations under this annex, 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 in the Philippines	Five Percent (5%) Twenty-Three Thousand Pesos (PhP23,000.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the Philippines If issued by a foreign bank, this shall be confirmed or authenticated by a Universal or Commercial Bank	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission to issue such security specific for the project.	Thirty Percent (30%) One Hundred Thirty-Eight Thousand Pesos (PhP138,000.00)
Performance Securing Declaration	No amount required.  Template is provided under Annex A hereof

15. This Annex A, consisting of four (4) pages, shall form part of PO# 6975.

  
 Signature over printed Name of Supplier/Date

