



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

PURCHASE ORDER

HYATT - MANILA
Casino Filipino

Page # 1

Supplier : PHILCO PHILCOPY CORPORATION
 Address : 793 J.P. RIZAL ST., MAKATI CITY
 TIN : 000-169-318-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 6991

SEQ.N 1
 PO Date : 5 APR 2022
 ITB Number : SV22-03-001MAL LOT 1
 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
PMDW37503	PROCUREMENT SECTION				
1 101013925	TONER, KYOCERA, TONER TK-3134	1.00	PC	7,857.14	7,857.14
PMDW37470	EXECUTIVE OFFICE (GM/BM/HEAD)				
2 101013925	TONER, KYOCERA, TONER TK-3134	1.00	PC	7,857.14	7,857.14
PMDW37474	FACILITIES MANAGEMENT SECTION				
3 101013925	TONER, KYOCERA, TONER TK-3134	8.00	PC	7,857.14	62,857.12
PMDW37468	INTERNAL SECURITY DIVISION				
4 101013925	TONER, KYOCERA, TONER TK-3134	5.00	PC	7,857.14	39,285.70
PMDW37504	GAMING DIVISION				
5 101013925	TONER, KYOCERA, TONER TK-3134	6.00	PC	7,857.14	47,142.84
PMDW37467	HUMAN RESOURCE SECTION				
6 101013917	TONER KIT (BLACK) KYOCERA, TK-6329	1.00	PC	13,000.00	13,000.00
PMDW37432	LOGISTICS MANAGEMENT SECTION				
7 101013440	TONER, KYOCERA FB-1135MFP TK-1147	2.00	PC	5,776.79	11,553.58
--- NOTHING FOLLOWS ---					

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

Remarks :

SUB-TOTAL : 189,553.52
 TOTAL : 189,553.52
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 189,553.52

Total Amount in Words: ONE HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED FIFTY THREE PESOS AND 52/100 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 *upon delivery.*

Maria Jesusita P. Santos
MARIA JESUSITA P. SANTOS
 Signature Over Printed Name of Supplier

Recommended by: *[Signature]* : Funds Available _____
 CORNELIUS M. BOZE : _____
 SBAM II, PLFM : _____
 : Budget Authorization No. **MAL 04. 22- Amount 189,553.52**
04-079

Approved By: *[Signature]*
RODENNA P. GATDULA
 OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

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*Purchase Order No. 6991
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, the **PHILCOPY CORPORATION** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to the **PHILCOPY CORPORATION** or collected from any securities or warranties posted by the **PHILCOPY CORPORATION**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid.

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.

Signature over printed Name of Supplier

Maria Jesuita P. Santos
MARIA JESUITA P. SANTOS

V # A



PURCHASE ORDER (P.O.) ANNEX

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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. **PHILCOPY CORPORATION** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

ITEM NO.	QTY / UOM	ITEM DESCRIPTION
Lot 1- Toner Cartridges for Existing Kyocera Photocopiers		
1	21 pieces	TONER CARTRIDGE, TK-3134 For existing KYOCERA ECOSYS M3560IDN
2	1 piece	TONER CARTRIDGE, TK-6329 For existing KYOCERA Taskalfa5002i
3	2 pieces	TONER CARTRIDGE, TK-1147 For existing KYOCERA FS-1135MFP
ADDITIONAL TERMS AND CONDITIONS:		
All Cartridges must be GENUINE/ORIGINAL and Manufactured by the Original Manufacturer that designed and built the printer. Compatible cartridges are not allowed.		

Y # K

Maria Jesustap P. Santos
MARIA JESUSTAP P. SANTOS

Signature over printed Name of Supplier



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Expiration/Shelf-life: At least one (1) year from date of delivery, if applicable.
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 date of acknowledgement by the winning supplier of the Purchase Order.
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. Should **PHILCOPY CORPORATION** fail to replace the same within the agreed period, the **PHILCOPY CORPORATION** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to **PHILCOPY CORPORATION**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose the appropriate sanctions over above the liquidated damages to be paid.
 - 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 Eighty-Nine Thousand Five Hundred Fifty-Three Pesos and 52/100 (PhP189,553.52), VAT Exclusive, Zero-Rated Transaction** upon completion of 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 # 6991.


MARIA JESUSITA P. SANTOS

April 7, 2022

Signature over printed Name of Supplier/Date

Y # 16