

Philippine Amusement & Gaming Corporation

Merry Christmas!

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Merry Christmas!

Order # 0000000000
 Order # 0000000000
 Order # 0000000000
 Order # 0000000000

PURCHASE ORDER

Order # 0000000000
 Order # 0000000000
 Order # 0000000000

ATTENTION:

Please provide 50% advance for the following articles subject to the terms and conditions enclosed herein.

Kind of Delivery: **CF DELIVERED**

Payment Term: **50% ADVANCE**

Item Code	Description	Quantity	Unit	Unit Price	Total
0000000000	BIKING SECTION				
1 1000000000	SUPPLY OF LOGO & MATERIALS (LOGO)	1.00	LOT	18,000.00	18,000.00
0000000000	BIKING SECTION				
2 1000000000	SOFTWARE - PC SOFTWARE, PC GAMEPLAY SOFTWARE OF	1.00	PC	9,000.00	9,000.00
0000000000	BIKING SECTION				
3 1000000000	CARD, VIDEO CARD; CARD, VIDEO CARD FRAMED 8-14; NVIDIA 8 FORCE WITH 8-VIDEO CHIPS 674	1.00	UNIT	44,000.00	44,000.00

--- NO ITEM IN FOLLOWING ---

Take note: **AWARD BY CONTRACT**

NOTICE OF AWARD, RESTRICTED

GRAND TOTAL : 71,000.00
 TOTAL : 71,000.00
 LESS SECURITY :
 CHARGE :
 GRAND TOTAL : 71,000.00

Order # 0000000000
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Order # 0000000000

TERMS AND CONDITIONS OF PURCHASE

- 1. Delivery shall be in accordance with the date specified in the Notice to Proceed.
- 2. 1/10 or 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.
- 3. Items delivered are subject to inspection and acceptance by Property Management Unit.
- 4. Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate, Purchase Order upon delivery.

Signature Over Printed Name of Supplier

RECEIVED:

Funds Available

FOR F. CHARGE

REMARK: REGULAR OR ADVANCE Accty Distribution

DATE:

Budget Authorization No.

PROVISED BY:

RESERVOIR G. LACORON
 BRANCH MANAGER I



PURCHASE ORDER (P.O.) ANNEX

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Form No.	FD-721
Revision No.	0
Effectivity	March 15, 2021

*Purchase Order No. 9
Annex A - Terms and Conditions*

Standard contract form for Supply PO

- The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **BK SYSTEMS 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.
- BK SYSTEMS PHILIPPINES, INC.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **BK SYSTEMS PHILIPPINES, INC.** incur delay in its performance, it shall pay liquidated damages in the amount of at least one-tenth of one percent (0.10% or 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 **BK SYSTEMS PHILIPPINES, INC.** still fails to deliver the item after the lapse of fifteen (15) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.
- In the event that **BK SYSTEMS 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.
- 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 renegotiate its terms and conditions, or at the option of PAGCOR terminate the same.
- 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.
- 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.
- 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.

ANNEX "A" OF P.O. NO. 9

Supply, Delivery, Labor and Materials for the repair of existing Bongo Machine of CP Basecamp - Iloilo sector.



PURCHASE ORDER (P.O.) ANNEX

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Revision No. 5
Effectivity March 11, 2021

- 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/employee-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. BK SYSTEMS PHILIPPINES, INC., hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Approved and signed by Supplier

Description	Quantity	Unit Cost, VAT Exclusive, Zero-Rated Transaction	Total Cost, VAT Exclusive, Zero-Rated Transaction
Supply, Delivery, Labor and Materials for the repair of existing Bingo Machine of CP-Baccod			
1. Video Card for the existing Bingo Machine (Premier 16 NVIDIA GeForce RTX 3060 w/ sevided cable pin)	1 unit	44,000.00	44,000.00
2. Software update	1 lot	5,000.00	5,000.00
3. Labor			18,000.00

ANNEX 'A' OF P.O. NO. 9


Supply, Delivery, Labor and Materials for the repair of existing Bingo Machine of CP-Baccod (see also the CP 2021 00044)



PURCHASE ORDER (P.O.) ANNEX

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- 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 IK SYSTEMS PHILIPPINE, INC. 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 Sixty-seven Thousand Pesos only (P67,000.00), 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 # 9.


 Joy Abadilla 12/22/22
 Signature over printed Name of Supplier/Date