



Philippine Amusement & Gaming Corporation

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

PURCHASE ORDER

Page # 1

P.O. No. 28

Supplier : B-CL COPYLANDIA OFFICE SYSTEMS CORPORATION (BACLOD)
Address : 63 MORENO BLDG., ARANETA ST., BACLOD CITY
TIN : 002-332-000-000
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
PO Date : 7 JUL 2023
ITB Number : SUD3-06-002EAC
Buyer Code : ILJ

Gentlemen :

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

Place of Delivery : CP-BACLOD

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
EMD#78024	ENCOURMENT SECTION				
1 104006399	FUSING UNIT FOR DEVELOP INED +251	1.00	EC	16,807.00	16,807.00
--- NOTHING FOLLOWS ---					

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

Remarks : SUPPLY AND INSTALLATION OF FUSING U FOR DEVELOP INED 226

Total Amount in Words: SIXTEEN THOUSAND EIGHT HUNDRED SEVEN PESOS ONLY

SUB-TOTAL :	16,807.00
TOTAL :	16,807.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	16,807.00

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.

Juliana L. Dela Torre 7-7-2023
Signature Over Printed Name of Supplier

Recommended by:

MARLON F. BIFONDO
SEAM, FLEM

: Funds Available _____

: _____ REMARTE L. AGUILAR SR. ACCOUN

: _____ AVE/SA Accty Dept/Section:

: Budget Authorization No. _____ Amount _____

Approved By:

Nesior G. Legaspi
BRANCH MANAGER I



PURCHASE ORDER (P.O.) ANNEX

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Purchase Order No. 28
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. **COPYLANDIA OFFICE SYSTEMS CORP.** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

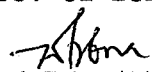
The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. **COPYLANDIA OFFICE SYSTEMS CORP.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **COPYLANDIA OFFICE SYSTEMS CORP.** incur delay in its performance, the **COPYLANDIA OFFICE SYSTEMS CORP.** 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 **COPYLANDIA OFFICE SYSTEMS CORP.** or collected from any securities or warranties posted by the **COPYLANDIA OFFICE SYSTEMS CORP.** 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 **COPYLANDIA OFFICE SYSTEMS CORP.** 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 **COPYLANDIA OFFICE SYSTEMS CORP.** 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.

ANNEX "A" OF P.O. NO. 28
Supply and Installation of One (1) Fusing Unit A3PE-PP3V-01 for
Develop Ineo 226 Under ITB SU23-06-002BAC


[Carmela Tabora/A/APO]


Signature over printed Name of Supplier





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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, 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.

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[Carmela Tabora/A/APO]

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12. **COPYLANDIA OFFICE SYSTEMS CORP.** hereby further warrants and represents that:

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

DESCRIPTION	BID OFFER, AS CALCULATED, VAT EXCLUSIVE – ZERO RATED TRANSACTION
Supply and Installation of One (1) Fusing Unit A3PE-PP3V-O1 for Develop Ineo 226 Under ITB SU23-06-002BAC	Sixteen Thousand Eight Hundred Seven Pesos only (PhP16,807.00)

SCOPE OF WORKS
Supply and Installation of One (1) Fusing Unit A3PE-PP3V-O1 for Develop Ineo 226 Under ITB SU23-06-002BAC
<ul style="list-style-type: none"> ➤ Supply and installation of one (1) Fusing Unit ➤ Six (6) Months Warranty from the date of Pagcor acceptance <ul style="list-style-type: none"> ➤ The First day of work shall start a day after the receipt of the Notice to Proceed. ➤ Work shall be done within the period of One (1) day maximum.
Project Site / Delivery Site: PAGCOR, Casino Filipino – Bacolod, 15th Corner Aguinaldo Street Bacolod City.

- 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 **COPYLANDIA OFFICE SYSTEMS CORP.** fail to replace the same

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within the agreed period, the **COPYLANDIA OFFICE SYSTEMS CORP.** 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 **COPYLANDIA OFFICE SYSTEMS CORP.** 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.
 - g. Schedule of payment: PAGCOR shall pay in the total amount of **Sixteen Thousand Eight Hundred Seven Pesos only (PhP16,807.00)**, VAT Exclusive, Zero-Rated Transaction upon completion of delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
1. This Annex A, consisting of Four (4) pages, shall form part of PO # 28.


Ms. Juheta Dela Torre
Branch Supervisor

COPYLANDIA OFFICE SYSTEMS CORP

Date: 7/7/2023

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