



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

**PURCHASE ORDER**

Page # 1  
 Supplier : EOPPO E-COPY CORPORATION  
 Address : 5857 ZHIEL ROXAS STREET, PALAWAN, MAKATI CITY  
 TIN : 219-274-001-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 519  
 SEQ. # 1  
 PO Date : 12 FEB 2015  
 ITB Number : 11-30-2014  
 Buyer Code : 03A *gd*

Gentlemen :

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

Place of Delivery : OSS, PAGCOR HOUSE ROXAS BLVD

Payment Term : PER ANNUM A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PH0804185	GENERAL SERVICES & ENG. DEPT.				
1 101013157	DEVELOPER	1.00	PC	1,576.00	1,576.00
2 109090210	DEVELOPER, AR-20250, AR-1205 BLADE, CLEANER BLADE, OPIER CLEANER BLADE, ULEZ000985Z2, AR-1205	1.00	PC	2,031.00	2,031.00
3 118002159	UNIT DRUM, AR-2025R, AR-1205	2.00	UNIT	3,638.00	7,276.00
PH0804184	GENERAL SERVICES & ENG. DEPT.				
4 101013157	DEVELOPER	1.00	PC	6,762.00	6,762.00
5 109090210	DEVELOPER, JK-500AR, JK-146534 BLADE, CLEANER BLADE, OPIER CLEANER BLADE, OLEZ0212FC35, OLEZ0212FC36, JK-146534	1.00	PC	2,949.00	2,949.00
6 109090975	ROLLER WEB ROLLER, NOLR1578FC21	1.00	PC	2,949.00	2,949.00
7 104100101	ROLLER NOLR1578FC22, JK-146534	1.00	PC	386.00	386.00
8 118002150	UNIT FF SEPARATION ROLLER, NOLR1541FC22, JK-146534	1.00	UNIT	6,388.00	6,388.00
PH0804184	GENERAL SERVICES & ENG. DEPT.				
9 102014006	BEARINGS PLISSING PRESSURE BEARINGS (NRS31002285Z2), AR-55200	2.00	PC	604.00	1,208.00

SUB-TOTAL : 31,825.00

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**Philippine Amusement and Gaming Corporation**  
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**PURCHASE ORDER**

P.O. No. 519

Page # 2

Page # 1

Supplier : EDGY E-COPY CORPORATION

SEQ. # 1 : 12 FEB 2015

Address : 5837 ZIEGL ROWAS STREET, PALAWAN, MARIKINA CITY

PG Date : 11-30-2014

TIN : 219-274-001-000

ITB Number : 11-30-2014

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : SSA *gnf*

Comments :

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

Place of Delivery : OSS, PEZZER HOUSE ROWAS BLVD

Payment Term : PER AMEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
AMOUNT FORWARDED : 31,525.00					
10	CONTINUATION OF P/W: 519 ROCKET GEAR 3ST (NEER00548EZZ), AR-55200	1.00	PC	342.00	342.00
11	109031607 BEARINGS RUSTING BEARINGS (MREG30567CZZ) AR-55200	2.00	PC	385.00	772.00
12	109030200 GEAR FLUTING GEAR 4ST (NBER00548CZZ), AR-55200	1.00	PC	306.00	306.00
- - - N O T H I N G F O L L O W S - - -					

Attachment: BUDGET, RW, CRSF, AWARD OF CONTRACT, NOTICE OF AWARD

Remarks :  
Total Amount : **Words: THIRTY TWO THOUSAND NINE HUNDRED FORTY FIVE PESOS ONLY**  
SLIP-TOTAL : 32,945.00  
TOTAL : 32,945.00  
LESS DISCOUNT :  
CHANGE :  
GRAND TOTAL : 32,945.00

**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 and Purchase Order upon delivery.

Signature Over Printed Name of Supplier  
*Virgil T. Caribon Jr.*  
Virgil T. CARIBON JR.  
AM/SA Action Dept/Section:  
Budget Authorization No. *QNO9-0302* Amount *32,945.00*

Recommended by: *[Signature]*  
Eduardo D. Lagina  
ASST. VICE PRESIDENT, PASO  
Approved by: *[Signature]*  
NA FELINA G. CARBON  
ASST. VICE PRESIDENT, PED *2/24*

**PURCHASE ORDER NO. 519  
(ANNEX A - TERMS AND CONDITIONS)**

1. The total price stated in the Purchase Order (P.O.) already includes all applicable taxes, fees and charges required by the government. **E-Copy 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. **E-Copy Corporation** shall complete the supply and delivery of goods within the time prescribed in the PO. Should **E-Copy Corporation** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered items 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 **E-Copy 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 forfeiture of the Performance Security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

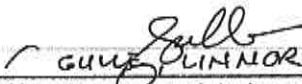
3. In the event that **E-Copy Corporation** fails to comply with its undertakings under this PO, PAGCOR shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.

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.

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/ Date

*Julie*  
 GUYE, LINNOR  
 Signature over printed name of Supplier/ Date

7. 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.

8. 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.

9. 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.

10. **E-Copy Corporation** hereby further warrants and represents that:

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

TECHNICAL SPECIFICATIONS	
Technical Description	Quantity
RACHET GEAR 33T (AR-5520D)	1
FUSING GEAR 45T (AR-5520D)	1
FUSING BEARING (AR-5520D)	2
FUSING PRESSURE BEARING (AR-5520D)	2
DEVELOPER (MX-M453N)	1
CLEZ0212FC35 CLEANER BLADE (MX-M453N)	1
DRUM (MX-M453N)	1
PF SEPARATION ROLLER (MX-M453N)	1
NR0LR1576FCZ1 WEB ROLLER (MX-M453N)	1
DRUM (AR-M205)	2
DEVELOPER (AR-M205)	1
CLEAN BLADE (AR-M205)	1

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

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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. 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. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by E-Copy Corporation, a warranty shall be required from it for a minimum period of three (3) months from the issuance of the final Certificate of Acceptance.

h. The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) or a Special Bank Guarantee equivalent to at least ten percent (10%) of the total contract price.

i. The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been full met.

12. Delivery Schedule: **E-Copy Corporation** shall deliver the items within fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed at the Corporate Stock Section, Ground Floor, PAGCOR House, 1330 Roxas Boulevard, Ermita, Manila.

13. Schedule of payment: PAGCOR shall pay in the total amount of Thirty Two Thousand Nine Hundred Forty Five Pesos (Php32,945.00), VAT Exclusive, Zero Rated Transaction based on any of the following:

90% of the total contract price upon completion of the supply and delivery subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	Twenty Nine Thousand Six Hundred Fifty Pesos and 50/100 (Php29,650.50)
10% Retention to be paid after three (3) months from the formal acceptance [issuance of the Inspection and Acceptance Report (IAR)], if and when no patent and latent defects are noted.	Three Thousand Two Hundred Ninety Four Pesos and 50/100(Php3,294.50)

OR:

100% of the total contract price, provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met, subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for three (3) months from issuance of the final Certificate of Acceptance (IAR).	Thirty Two Thousand Nine Hundred Forty Five Pesos (PHP32,945.00)
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14. Performance Security: To guarantee the faithful performance of E-Copy Corporation's obligations under this, 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, cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	One Thousand Six Hundred Forty Seven Pesos and 25/100 (Php1,647.25)
Surety Bond (acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) Nine Thousand Eight Hundred Eighty Three Pesos and 50/100 (Php9,883.50)

15. This Annex A, consisting of four (4) pages, shall form part of PO No. 519.

Signature over printed Name of Supplier/Date

Supervisor  
