



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

PURCHASE ORDER

Page # 1

P.O. No. 13650

Supplier : BUSIMAC BUSINESS MACHINES CORPORATION
 Address : CARSON BLDG., ORENSE COR., DEL CARMEN ST., GUADALUPE NUEVO, MAKATI CITY
 TIN : 000-302-982-000
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 16 NOV 2018
 ITB Number :
 Buyer Code : JEM

Gentlemen :

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

Place of Delivery :

Payment Term :

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#23331	LOGISTICS MANAGEMENT SECTION				
1 104006398	DRUM UNIT, CANON NPG-37 IR 2022N	1.00	PC	17,300.00	17,300.00
2 133010676	RIBBON	6.00	ROLL	210.00	1,260.00
3 118001227	BUNDY CLOCK BISBID TR-810 RIBBONS	6.00	ROLL	625.00	3,750.00
4 101006088	BUNDY CLOCK COMIX 620T, F3503 RIBBON, OLYMPIA ELECTRONIC TW, COMPACT	4.00	ROLL	460.00	1,840.00
5 101013270	TONER, BROTHER MFC-8440 TN-2260	6.00	PC	2,130.00	12,780.00
6 101013587	TONER, CANON 303	10.00	PC	4,230.00	42,300.00
7 101022865	TONER	6.00	PC	6,050.00	36,300.00
	HP LASER PRINTER 1000-Q26124				

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, AWARD OF CONTRACT,

NOTICE OF AWARD

SUB-TOTAL : 115,530.00

TOTAL : 115,530.00

LESS DISCOUNT :

CHARGE :

GRAND TOTAL : 115,530.00

Remarks : FOR BRANCH USE

Total Amount in Words: ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED THIRTY 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.

Signature Over Printed Name of Supplier

Recommended by

MA. C. LEMANA
 PGGS

Funds Available

MA. ELSA C. CORTEZ

AVP/SA Acctg Dept/Section:

Budget Authorization No. BM 1711 U27 Amount 115,530.00

Approved By:

ANTONIO V. COWARRONAS

Purchase Order No. 13650
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. **BUSINESS MACHINES CORPORATION (BISMAC)** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

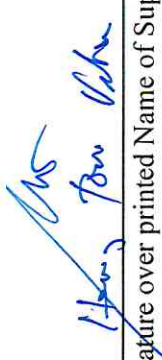
The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. **BUSINESS MACHINES CORPORATION (BISMAC)** shall complete the supply & delivery of GOODS within the time prescribed in the PO. Should **BUSINESS MACHINES CORPORATION (BISMAC)** 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 **BUSINESS MACHINES CORPORATION (BISMAC)** 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.

3. In the event that **BUSINESS MACHINES CORPORATION (BISMAC)** 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, 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

Signature over printed Name of Supplier


Henry Ben Laker

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

QTY	UNIT	DESCRIPTION
1	UNIT	DRUM KIT- FILM, DEVELOPING FILM FOR COPIER MACHINE, CANON IR 2022N –NPG # 37
6	PIECE	BUNDY CLOCK RIBBON, BISBIO TR810
6	PIECE	BUNDY CLOCK RIBBON, COMIX 620T, F3503
4	PIECE	RIBBON FOR TW – OLYMPIA COMPACT, 5DM
6	PIECE	TONER, BROTHER MFC-8440, TN-2260
10	PIECE	TONER, CANON PRINTER 303
6	PIECE	TONER, HP LASER PRINTER 1000-Q2612A

- 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 **BUSINESS MACHINES CORPORATION (BISMAC)** 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.
12. That **BUSINESS MACHINES CORPORATION (BISMAC)** shall be held liable/accountable to any damages to property, structures or lost of life incurred during the transport of goods to the place of delivery
13. Schedule of payment: PAGCOR shall pay in the total amount of **One Hundred Fifteen Thousand Five Hundred Thirty Pesos (PhP 115,530.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance.
14. **This Annex A, consisting of three (3) pages, shall form part of PO # 13638.**

Henry to Vela - BISMAC 11-22-18

Signature over printed Name of Supplier/Date