



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

PURCHASE ORDER

Page # 1
 Supplier : COPYLAN COPYLANDIA OFFICE SYSTEMS CORPORATION
 Address : #718 SGT. BUMATAY COR. KATARUNGAN, PLAINVIEW MANDALUYONG CITY
 TIN : 002-332-000-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 23424
 SEQ.# 1
 PD Date : 20 DEC 2017
 ITB Number : DC17-003TAG-10
 Buyer Code : MCP

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

Place of Delivery : Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#59899 1 108002576	STOCK REPLENISHMENT - PPD SUPPLY & DELIVERY OF TONERS FOR INEO MACHINE	1.00	LOT	212,400.00	212,400.00
- - - NOTHING FOLLOWS - - -					

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT	SUB-TOTAL	212,400.00
	TOTAL	212,400.00
	LESS DISCOUNT	
	CHARGE	
	GRAND TOTAL	212,400.00

Remarks :
 Total Amount in Words: TWO HUNDRED TWELVE THOUSAND FOUR HUNDRED 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.

CHASTINE S. PAUSOL
 Signature Over Printed Name of Supplier

Recommended by: *[Signature]*
 MARIE YVONNE C. SEVILLA
 SENIOR BRANCH ADMIN MGR., PLGS

: Funds Available *[Signature]*
 : FERNANDO V. MELD
 : AVP/SA Acctg Dept/Section:
 : Budget Authorization No. *1701704* Amount *212,400.*

Approved By: *[Signature]*
 VICTOR T. CRISOSTOMO
 BRANCH MANAGER



Philippine Amusement and Gaming Corporation

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Purchase Order No. 23424

(Annex A – Terms and Conditions)

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **COPYLANDIA OFFICE SYSTEMS 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. **COPYLANDIA OFFICE SYSTEMS CORPORATION** shall complete the Supply and Delivery of Toners for Ineo Machine under ITB No. DC17-003TAG-10 within the time prescribed in the PO. Should **COPYLANDIA OFFICE SYSTEMS CORPORATION** 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 unperformed portion for every 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 **COPYLANDIA OFFICE SYSTEMS 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 contract.

3. In the event that **COPYLANDIA OFFICE SYSTEMS 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


CHRISTINE S. PALISOC
Signature over printed Name of Supplier

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

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

Item	Quantity /UOM	Technical Description
SUPPLY AND DELIVERY OF TONERS FOR INEO MACHINE		
1	18 bottle	Toner <ul style="list-style-type: none">• For Ineo 4020• Toner TNP40

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,


CHASTINE S. MAUSOC
Signature over printed Name of Supplier



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 defective items within the same period shall make **COPYLANDIA OFFICE SYSTEMS CORPORATION** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s for each day of delay, including Sundays and Holidays.
 - 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. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **COPYLANDIA OFFICE SYSTEMS CORPORATION** a **warranty for a period of three (3) months after acceptance by PAGCOR of the delivered Goods** shall be required from it after performance of the contract:
 - h. The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment 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 fully met.
12. Delivery Schedule: **COPYLANDIA OFFICE SYSTEMS CORPORATION** shall complete within **FIFTEEN (15) CALENDAR DAYS** the Supply and Delivery of Toners for Ineo Machine under ITB No. DC17-003TAG-10 from the date specified in the Notice to Proceed at Casino Filipino – Tagaytay, Km 60, Aguinaldo Highway, Tagaytay City.
 13. Schedule of payment: PAGCOR shall pay the total amount of **TWO HUNDRED TWELVE THOUSAND FOUR HUNDRED PESOS (PHP212,400.00)**, Vat Exclusive, Zero Rated Transaction, based on any of the following:

Signature over printed Name of Supplier

CHASTINE S. MAURIC

- A. 99% of the total contract price upon completion of the Supply and Delivery of Toners for Ineo Machine under ITB No. DC17-003TAG-10 subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.
- B. 1% Retention to be paid after *three (3) months* from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted.

OR;

100% of the contract price to be paid 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 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 (issuance of the IAR).

- 15. This Annex A, consisting of four (4) pages, shall form part of Purchase Order No. 23424 dated December 20, 2017.



CHASTINE S. PAUSOL

Signature over printed Name of Supplier/Date

