



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

PURCHASE ORDER

*Page # 1

Supplier : MGSIA MC ASIA

Address : LOT 2, BLOCK 4, PHASE IV-6, DYOGAT SMGTAN AVE., LONDOS, MALABON CITY

TIN : *

VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26926

SEQ.# 1

PO Date : 18 NOV 2020

ITB Number : EC20-10-001CEB

Buyer Code : FMB

Gentlemen :

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

Place of Delivery : CF-CEBU

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#69514	HEALTHCARE SERVICES(MEDICAL)				
1 101025561	BATH MAT FOOT BATH	200.00	PC	468.00	93,600.00
2 102007009	MASK, SURGICAL	260,000.00	PC	1.10	286,000.00
3 102009899	FACE SHIELD	3,000.00	PC	88.00	264,000.00
4 102061060	SPRAY GUN PLASTIC SPRAY BOTTLES	300.00	PC	58.00	17,400.00
5 107003450	ALCOHOL, ETHYL	3,500.00	GAL	398.00	1,393,000.00
6 309031006	CLEANING & SANITATION AIR PURIFIER AIR PURIFIER	15.00		5,808.00	87,670.00
PMD#69515	HEALTHCARE SERVICES(MEDICAL)				
7 305309070	OTH COMP REL ITEMS SCANNER SCANNER	10.00		2,998.00	29,980.00
PMD#69521	HEALTHCARE SERVICES(MEDICAL)				
8 305309070	OTH COMP REL ITEMS SCANNER SCANNER THERMOSCAN NON-CONTACT	84.00		888.00	74,592.00

--- NOTHING FOLLOWS ---

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

Remarks : FOR CF-CEBU

SUB-TOTAL :	2,246,442.00
TOTAL :	2,246,442.00
LESS DISCOUNT :	
CHANGE :	
GRAND TOTAL :	2,246,442.00

Total Amount in Words: TWO MILLION TWO HUNDRED FORTY SIX THOUSAND FOUR HUNDRED FORTY TWO PESOS ONLY



Philippine Amusement and Gaming Corporation
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Page #
 Supplier : MASIA MC ASIA

Address : LOT 2, BLOCK 4, PHASE IV-6, DAGAT DAGATAN, ALABANG, ILOILO CITY

TIN : *

VAT : All Items are VAT Exclusive / Zero Rated

PURCHASE ORDER

SEQ. # 1

PO Date : 18 NOV 2020

ITB Number : EL20-10-001CEB

Buyer Code : F&B

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:

CELESTE B. JAVIER
 ACTING CBAM, PLFM

Approved By:

MA. CONSOLACION A. PASION
 OFFICER IN CHARGE

: Funds Available

:

:

: Budget Authorization No.

GRAZIELA B. DIAZ SAG

AMP/SA Acctg Dept/Section:

Amount

Purchase Order No. 26926
Annex A – Terms and Conditions

1. The total price stated in the **Purchase Order No. 26926** already includes all applicable taxes, fees and charges required by the government. **MCASIA 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.

2. **MCASIA INC.** shall complete the supply & delivery of **goods** within the time prescribed in the **PO#26926**. Should **MCASIA INC.** 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 **MCASIA INC.** still fails to deliver the items after the lapse of delivery within 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 **MCASIA INC.** fails to comply with its undertakings under this **PO#26926**, **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#26926** 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#26926** 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#26926** 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#26926** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26926** 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#26926** 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#26926** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26926**

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#26926**. 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#26926**, 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#26926** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26926** in its entirety or in part.
11. **MCASIA INC.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

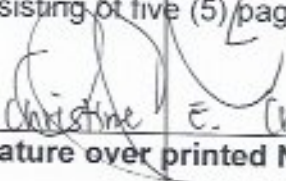
Supply and Delivery of Various Personal Protective Equipments (PPE) for CF-Cebu and its Satellites under ITB No. EC20-10-001CEB				
LOT No	PARTICULARS	QTY/ UOM	UNIT PRICE	TOTAL PRICE
1	<p>Supply and Delivery of Thermoscan Non-Contact</p> <p>Type: Forehead Thermometer V977C-AUS Measuring Range: Forehead measuring range: 34°C to 42.2°C. Resolution: 0.1°C Accuracy: Laboratory: ±0.2°C, 36.0 ~ 39.0°C (Ambient Temperature: 16°C to 40°C) Display: Liquid Crystal Display, 4 digits plus special icons (Memory: 8 readings recall in the Memory Mode). Powered by AAA battery Per unit should include brand new batteries.</p> <p>Backlight</p> <p>a. The display will be lighted when the unit is turned ON and will stay lit until the power button is pressed to take a measurement. b. The display will be lighted again for 15 seconds when the measurement has been completed. Operating temperature: 16°C to 40°C Standards: Complies with ASTM E-1965-98 requirements</p>	84 Units	Php 888.00	Php 74,592.00

2	<p>Supply and Delivery of ThermoScan Non-Contact with Tripod/ Stand</p> <p>Touchless Infrared Temperature Sensor Forehead Thermometer Long-Distance Rapid Scanner Automatic Temperature Measuring Device and tripod</p> <p>Noncontact to avoid cross infection.</p> <p>High-definition display, 5 meters viewing distance.</p> <p>High temperature measurement accuracy, accuracy tolerance: ± 0.2 (34~45°C).</p> <p>With warning light for detection failure and warning light for abnormal temperature.</p> <p>Can be applied in different occasions. Office/ Subway/ Family/ Superstore/ Shop/ Community/ Entrance etc.</p> <p>Using a new chip, the induction time is faster (0.1 s); the pass rate per minute is greatly improved (50 people/min)</p>	10 units	Php 2,998.00	Php 29,980.00
3	<p>Supply and Delivery of Disposable Surgical Mask</p> <p>Disposable surgical face mask non-woven, 3-ply, disposable surgical/medical mask ear loop, breathable, high filterability, good breathability, internal and external sides should be clearly identified.</p>	260,000 pieces	Php 1.10	Php 286,000.00
4	<p>Supply and Delivery of Face Shields</p> <p>Transparent, 3D, double-sided anti-fog, fluid-repellent, washable, made of clear hard plastic and providing good visibility to both the wearer and the customer/patient, fog resistant (preferable), completely cover the sides and length of the face (full face), re-usable (made of material which can be cleansed and disinfected)</p>	3,000 piece	Php 88.00	Php 264,000.00
8	<p>Supply and Delivery of Alcohol at least 70% Solution</p> <p>Packaging and Labeling must be as mandated by the FDA Circular No. 2020-011</p>	3,500 Gallons	Php 398.00	Php 1,393,000.00
13	<p>Supply and delivery of Foot Bath</p> <p>Foot Bath, Non-slip, 2 in 1 Disinfecting rubber, Foot Tray, Wet and Dry w/ Microfibre Cloth and rubberized cool matting, Size: 50 x 85 cm</p>	200 pieces	Php 468.00	Php 93,600.00

15	Supply and Delivery of Plastic Spray Bottles Multi-purpose leak proof, plastic empty spray bottle, 500 ml capacity heavy-Duty chemical resistant sprayer, adjustable nozzle to spray mist or stream, pressured trigger, suction deep tube	300 bottles	Php 58.00	Php 17,400.00
17	Supply and Delivery of Air Purifier/Humidifier 4 in 1 Humidifier, Diffuser & Purifier Warm Mist Humidifier Cool Mist Humidifier Aroma Diffuser Air Purifier Germicidal- UV Lights helps reduce viruses, bacteria, fungi, mildew and mold spores Ultra efficient, Long Lasting Design At least with large 5L tank, 360 degree rotatable nozzles and dual mist output with night light feature.	15 units	Php 5,858.00	Php 87,870.00
OTHER REQUIREMENTS				
Delivery Schedule: At least ten percent (10%) of all items must be delivered within seven (7) calendar days from the date of receipt of the Notice to Proceed (NTP). The remaining shall be on staggered delivery on or before December 15, 2020				
TOTAL CONTRACT PRICE			Two Million Two Hundred Forty-Six Thousand Four Hundred Forty and 00/100 Pesos (Php 2,246,442.00), VAT Exclusive, Zero-Rated Transaction	

- b. It has good title to the goods described in the **PO#26926**, 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 **MCASIA 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.
12. **PAGCOR** shall pay in the total amount of **Two Million Two Hundred Forty-Six Thousand Four Hundred Forty and 00/100 Pesos (Php 2,246,442.00), VAT Exclusive, Zero-Rated Transaction**
13. This Annex A, consisting of five (5) pages, shall form part of **PO # 26926**


Christine E. Chiong 11/23/2020
Signature over printed Name of Supplier/Date