



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

Page # 1
 Supplier : B-MKS MF COMPUTER SOLUTION /
 Address : JIL BLDG. B.S. AQUINO DRIVE, BARANGAY 5, BACOLOD CITY
 TIN : 906-501-861-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 58200
 SEQ.# 1
 PO Date : 11 NOV 2021
 TIB Number : SV21-08-015EACA-10 /
 Buyer Code : GMD

Gentlemen :

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

Place of Delivery : CF-BACOLOD

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
EMD#77594 1 205803005	PROCUREMENT SECTION PROJECTOR MULTI-MEDIA PROJECTOR, HIGH - END	1.00		44,500.00	44,500.00
EMD#77593 2 209025025	INTERNAL SECURITY SECTION VIDEO LABORATORY CAMERA	2.00		70,500.00	141,000.00

---NOTHING FOLLOWS---

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

Remarks : SUPPLY AND DELIVERY OF THE-DIGITAL CAMERA & VIDEO EQUIPMENT FOR C

Total Amount in Words: ONE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED PESOS ONLY

SUB-TOTAL :	185,500.00
TOTAL :	185,500.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	185,500.00

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.

LAURINE B. ANANIE
 Signature Over Printed Name of Supplier

CERTIFYING ONLY AS TO

Recommended by: [Signature]
 ROBERTO MARTIN M. DAMALAO
 SFAM

: Funds Available
 : ANTHONY JOSE A. CORADO SR. ACC
 : AWP/SA Acctg Dept/Section:
 : Budget Authorization No. BAF-21-01-0016 Amount 185,500.00

Approved By: [Signature]
 JOSE MARCIANO C. BAUTISIA
 BRANCH MANAGER



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 5
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

Purchase Order No.58200
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. **MF COMPUTER SOLUTION** 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. **MF COMPUTER SOLUTION** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **MF COMPUTER SOLUTION** 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 **MF COMPUTER SOLUTION** 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 **MF COMPUTER SOLUTION** 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

ANNEX "A" OF P.O. NO. 58200

Supply and Delivery of PPE - Digital Camera and Video Equipment for CF-Bacolod
under ITB NO.SV21-08-015BACa-10

LAMAR P. AWANEE
Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 5
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021


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.
12. **MF COMPUTER SOLUTION** hereby further warrants and represents that:

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

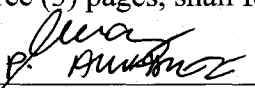
Supply and Delivery of PPE-Digital Camera and Video Equipment for CF-Bacolod	Unit Cost VAT Exclusive, Zero-Rated Transaction	Total Cost Vat Exclusive, Zero-Rated Transaction
1 unit - Epson EB-FHS52 4000 Lumens	Php 44, 500.00	Php 44, 500.00
2 - units – DIGITAL CAMERA <ul style="list-style-type: none"> • 20.9MP DX-Format CMOS Sensor • EXPEED 6 Image Processor • UHD 4K and Full HD Video Recording • 2.36m-Dot 180° Tilting Touchscreen • ISO 100-51200, Up to 11fps Shooting • 209-Point Hybrid AF, Eye Detection • LENS (18-135MM F/3.5-5.6) • Built in WIFI, with Bluetooth 	Php70,500.00	Php 141, 000.00

LAWAN P. BUARAGE
 Signature over printed Name of Supplier

	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 3 of 5
		Form No.	PD - 721
		Revision No.	0
		Effectivity	March 11, 2021

• With accessories (strap bag, adaptor, charger & battery)		
Schedule of Delivery: Within Thirty (30) calendar days commencing from the date of receipt by the winning bidder of the Notice to Proceed.		
Place of Delivery: PAGCOR, Casino Filipino Bacolod, 15 th Cor. 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. Failure to replace the same within the same period shall make **MF COMPUTER SOLUTION** 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **One Hundred Eighty-Five Thousand Pes0os (Php185,500.00), VAT Exclusive, Zero-Rated Transaction** upon completion of every delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of three (3) pages, shall form part of PO # 58200.


LAVAINÉ P. ALVAREZ
Signature over printed Name of Supplier/Date