



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.58206  
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. **Philippine Duplicators 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. **Philippine Duplicators Inc.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **Philippine Duplicators 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 **Philippine Duplicators Inc** 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 **Philippine Duplicators Inc** 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

ANNEX "A" OF P.O. NO. 58206

Supply and Delivery of Two (2) Lots Various Office Equipment (Lot 2 - Supply and Delivery of Duplicating Machines) under SV21-11-017BAC

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

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. **Philippine Duplicators Inc** hereby further warrants and represents that:

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

SUPPLY AND DELIVERY OF TWO (2) LOTS VARIOUS OFFICE EQUIPMENT (LOT 2 - SUPPLY AND DELIVERY OF DUPLICATING MACHINES)	Unit Cost VAT Exclusive, Zero-Rated Transaction	Total Cost Vat Exclusive, Zero-Rated Transaction
<b>1.) 2 units - DUPLICATING MACHINE PHOTOCOPIER - LOW-END</b> Heavy Duty Multi-Function Digital Plain Photocopier, all in one 20 copies per minute With Built in Automatic Reverse Document Feeder With Duplex (Automatic Back-to-Back Copying Printing and Scanning ID Copy operation With Folder Print operation Maximum of 12" x24" Printing paper size Enlarger/Reducer  <b>ADDITIONAL REQUIREMENTS:</b>	<b>Php 67250.00</b>	<b>Php 134,500.00</b>

Signature over printed Name of Supplier  


ANNEX "A" OF P.O. NO. 58206

Supply and Delivery of Two (2) Lots Various Office Equipment (Lot 2 - Supply and Delivery of Duplicating Machines) under SV21-11-017BAC



**PURCHASE ORDER (P.O.) ANNEX**

Page No.	Page 3 of 5
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

<ul style="list-style-type: none"> <li>•5 Toner / Cartridge for each unit of Digital Photocopier</li> <li>•Winning bidder shall have one (1) year warranty for replaceable parts of Digital Copier</li> <li>•Winning bidder shall provide lifetime free service with regular checkup upon request of the end-user</li> <li>•Winning bidder shall provide free demonstration upon installation of the machines</li> </ul>		
<p><b>2.) 1 unit - DUPLICATING MACHINE - PHOTOCOPIER HIGH-END</b></p> <p>Heavy Duty Multi-Function B &amp; W Digital Copier  A3 Copying, Printing and Colored scanning  Smart Operation Panel (SOP) 10 inches wide;  Internet direct access  Bypass Tray 100 sheets  With Built - in Automatic Reverse document Feeder  25 copies per minute  Multiple copying up to 999 copies  Print resolution 1,200 x1,200 dpi  Memory 2 GB and HDD 320 GB  Zoom 25% to 400% in 1% steps  Scanning Speed 110 to 180 image print per minute full color  With Built in full sorter  With duplex (Automatic Back-to-Back copying, printing and scanning)  Maximum of 12" x24" colored printing paper size  Network Printer and scanner  File Format TIFF, JPEG, PDF  High Compression PDF, PDF-A</p> <p><b>ADDITIONAL REQUIREMENTS:</b></p> <ul style="list-style-type: none"> <li>• 5 Toner / Cartridge for each unit of Digital Photocopier</li> <li>• Winning bidder shall have one (1) year warranty for replaceable parts of Digital Copier</li> <li>• Winning bidder shall provide lifetime free service with regular checkup upon request of the end-user</li> <li>• Winning bidder shall provide free demonstration upon installation of the machines</li> </ul>	<p><b>Php207,375.00</b></p>	<p><b>Php 207,375.00</b></p>

**ANNEX "A" OF P.O. NO. 58206**

Supply and Delivery of Two (2) Lots Various Office Equipment (Lot 2 - Supply and Delivery of Duplicating Machines) under SV21-11-017BAC



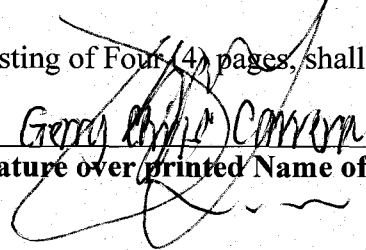
**PURCHASE ORDER (P.O.) ANNEX**

Page No.	Page 4 of 5
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

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<sup>th</sup> 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 **Philippine Duplicators 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **Three Hundred Forty-One Thousand Eight Hundred Seventy-Five Pesos only (Php341,875.00), 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 Four (4) pages, shall form part of PO # 58206.

  
Signature over printed Name of Supplier/Date

**ANNEX "A" OF P.O. NO. 58206**

Supply and Delivery of Two (2) Lots Various Office Equipment (Lot 2 - Supply and Delivery of Duplicating Machines) under SV21-11-017BAC