



PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 1 of 4
	Form No.	PD - 721
	Revision No.	1
	Effectivity	April 5, 2022

**Purchase Order No. 92191
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. **A4LUCK MARKETING 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. **A4LUCK MARKETING CORPORATION** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **A4LUCK MARKETING CORPORATION** incur delay in its performance, the **A4LUCK MARKETING CORPORATION** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **A4LUCK MARKETING CORPORATION** or collected from any securities or warranties posted by the **A4LUCK MARKETING CORPORATION**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid.

In case **A4LUCK MARKETING 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 penalties agreed upon, **PAGCOR** shall have the option to terminate the purchase.

3. In the event that **A4LUCK MARKETING 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.

ANNEX "A" OF P.O. NO. 92191
SUPPLY AND DELIVERY OF MATERIALS FOR THE REPAIR AND MAINTENANCE OF I.T. EQUIPMENT UNDER ITS NO.
SV22-08-001 TAGS-09

PTO I MYLEEN B. CANLAS

Signature over printed Name of Supplier



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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 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. **A4LUCK MARKETING CORPORATION** hereby further warrants and represents that:

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 52191
SUPPLY AND DELIVERY OF MATERIALS FOR THE REPAIR AND MAINTENANCE OF LT. EQUIPMENT UNDER ITS NO.
SV22-05-031 TAGS-02

ITO I MYLEEN B. CANLAS



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

Technical Description	Quantity / UOM
1. Cable, UTP Cat 6, 304.8 meters per roll	8 Rolls
2. 16GB DDR4 Memory	10 PCs
3. Internal Hard Disk, 1TB	5 Units
4. 2.5" Laptop Hard Drive; 1TB	5 units
5. 256GB M.2 PCIe Solid State Drive (SSD)	8 units
6. High Speed HDMI Cable -10 meters/pack	5 packs

SCHEDULE OF DELIVERY:
Within fifteen (15) days after the issuance of Purchase Order.

Period of Correction of Defects:
The defective items/units shall be replaced within three (3) days.

PLACE OF DELIVERY: Casino Filipino – Tagaytay, Km. 60
Aguinaldo Highway, Tagaytay City

Signature over printed Name of Supplier

- 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 three calendar days (3) calendar days upon receipt of notice. Should A4LUCK MARKETING CORPORATION fail to replace the same within the agreed period, the A4LUCK MARKETING CORPORATION shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to A4LUCK MARKETING CORPORATION. In

ANNEX "A" OF P.O. NO. 92191
SUPPLY AND DELIVERY OF MATERIALS FOR THE REPAIR AND MAINTENANCE OF I.T. EQUIPMENT UNDER ITB NO.
3/22-06-001TAG6-02

ITO 1 MYLENE D. CANLAS



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contract price, PAGCOR may rescind the contract and impose the appropriate sanctions over above the liquidated damages to be paid.

- 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 Sixteen Thousand Eight Hundred Pesos (PhP116,800.00), VAT Exclusive, Zero-Rated Transaction upon completion of 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 # 92191.

Melvin M. [Signature] 11/3/2022
Signature over printed Name of Supplier/Date



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

PURCHASE ORDER

Supplier: DELUCK 94 LUCK MARKETING CORP.
 Address: ESTER SUPERMARKET BLDG., 47, MARINA ST. POBLACION, SAN PEDRO, LAGU
 TIN: 100-443-532-000
 VAT: All items are VAT Exclusive / Zero Rated

P.O. No. 92191
 REQ. # 1
 PO Date: 20 OCT 2017
 WB Number:
 Buyer Code: 180 pp

Confirmation: Please furnish this office the following articles subject to the terms and conditions contained herein:

Mode of Delivery: CASINO PHILIPINO - TAGAYTAY Payment Term: PER ORDER R

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
00000000	I.T. SECTION				
1 101014405	SOLID STATE DRIVE 256GB 3.5" 7200 RPM <i>OK</i>	8.00	PC <i>OK</i>	2,250.00	17,999.99
2 102001804	CABLE, UTP CAT 6 204.8 METERS PER ROLL <i>OK</i>	8.00	ROLL <i>OK</i>	2,900.00	23,199.99
3 104000780	MEMORY CARD 16GB DDR3 MEMORY <i>OK</i>	10.00	PC <i>OK</i>	1,100.00	11,000.00
4 104000780	CABLE HIGH SPEED HDMI, CABLE 1.5 METER PER PC <i>OK</i>	5.00	ROLL <i>OK</i>	400.00	2,000.00
5 104000780	HARD DISK INTERNAL HARD DISK 1TB <i>OK</i>	5.00	PC <i>OK</i>	3,200.00	16,000.00
6 104000780	HARD DISK, INTERNAL 2.5" LAPTOP HARD DRIVE 1TB <i>OK</i>	5.00	UNIT <i>OK</i>	3,450.00	17,250.00

- NOTHING FOLLOWS -

Attachment: AWARD OF CONTRACT AND BY	SUB-TOTAL :	116,800.00
Remarks :	TOTAL :	116,800.00
	LESS DISCOUNT :	
	CHARGE :	
Total Amount in Words: ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED PESOS ONLY	GRAND TOTAL :	116,800.00

TERMS AND CONDITIONS OF PURCHASE

- Delivery must be in accordance with the date specified in the Notice to Proceed.
- 1% 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.
- Goods 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.

MIC MAN AM ORINA
 Signature Over / Printed Name of Supplier

Recommended By: *[Signature]* : Funds Available

Approved By: *[Signature]* : Budget Authorization No. 22-1741 Amount 116,800.00

ANTHONY TUNG A. COPINO
 PMSA (Proc.) Dept. Services