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		Revision No.	1
		Effectivity	April 5, 2022

**Purchase Order No. 92201
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. **PHILCOPY 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. **PHILCOPY CORPORATION** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **PHILCOPY CORPORATION** incur delay in its performance, the **PHILCOPY 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 **PHILCOPY CORPORATION** or collected from any securities or warranties posted by the **PHILCOPY 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 **PHILCOPY 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 **PHILCOPY 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. 92201
SUPPLY AND DELIVERY OF TONERS FOR EXISTING KYOCERA MACHINE UNDER ITB NO. DC22-10-001TAGa-10


 LMO II MARIANITA M. LAYSON



 SHERYL H. DOLMAN / PHILCOPY CORP.
 Signature over printed Name of Supplier

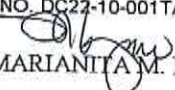


PURCHASE ORDER (P.O.) ANNEX

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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. **PHILCOPY CORPORATION** hereby further warrants and represents that:


SHERYL H. BOLIVAR / PHILCOPY CORP.
Signature over printed Name of Supplier


LMO II MARIANITA M. LAYSON




PURCHASE ORDER (P.O.) ANNEX

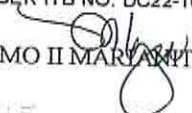
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a. The goods and specifications shall be described, as follows:

Technical Description	Quantity / UOM
1. Toner, Kyocera TK-100, KM-1500/1820	2 pcs.
2. Toner, Kyocera KM 3500I/4500I/5500I/TK6309	4 pcs.
3. Toner, Kyocera 1135MFP TK-1147	2 pcs.
4. Toner, Kyocera FS-1025/1125 TK-1124	22 pcs.
SCHEDULE OF DELIVERY: Within thirty (30) calendar days from the date of receipt of the Notice to Proceed (NTP).	
WARRANTY PERIOD: For a period of three (3) months after acceptance of PAGCOR of the delivered goods/services.	
PERIOD OF CORRECTION OF DEFECTS: The defective items/units shall be replaced within three (3) days calendar days from the Notice to Proceed (NTP).	
PLACE OF DELIVERY: Casino Filipino – Tagaytay, Km. 60 Aguinaldo Highway, Tagaytay City	


 SHERYL M. BOLIVAR / PHILCOPY CORP
 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 **PHILCOPY CORPORATION** fail to replace the same within the agreed period, the **PHILCOPY 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 **PHILCOPY 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 the appropriate sanctions over above the liquidated damages to be paid.


 LMO II MARY ANITA M. LAYSON



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- 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 Fifty-Six Thousand Seventeen Pesos and 94/100 (PhP156,017.94)**, 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 # 92201.

SHERYL M. BOLIVAR / Dec. 23, 2022

Signature over printed Name of Supplier/Date

Page # 1

P.O. No. 92201

Supplier : PHILCO PHILCOPY CORPORATION

SED.# 1

Address : 793 J.P. RIZAL ST., MAKATI CITY

PO Date : 23 DEC 2022

TIN : 000-169-318-000

ITB Number : DC22-10-001TAGA-10

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : LBD *APN*

Gentlemen :

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

Place of Delivery : CASINO FILIPINO - TAGAYTAY

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#92358	LOGISTICS MANAGEMENT SECTION				
1 101013196	TONER, KYOCERA, TK-100,KM-1500/1820	2.00	PC	2,718.75	5,437
2 101013371	TONER,KYOCERA KM3500I/4500I/5500I TK6309	4.00	PC	14,767.86	59,071
3 101013440	TONER,KYOCERA FS-1135MFP TK-1147	2.00	PC	6,370.54	12,741
4 101013634	TONER, KYOCERA FS-1025/1125 TK-1124	22.00	PC	3,580.36	78,767
- - - N O T H I N G F O L L O W S - - -					

Attachment:AWARD OF CONTRACT, AND NOTICE OF AWARD

SUB-TOTAL : 156,017

TOTAL : 156,017

Remarks :

LESS DISCOUNT :

CHARGE :

GRAND TOTAL : 156,017

Total Amount in Words:ONE HUNDRED FIFTY SIX THOUSAND SEVENTEEN PESOS AND 94/100 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.

SHERYL M. BOLIVAR
Signature Over Printed Name of Supplier

Recommended by:

: Funds Available

ALEJANDRO C. CADAVILLO JR
A/SENIOR BRANCH ADMIN. MANAGER

: Budget Authorization No.

Anthony June A. Cdrado
ANTHONY JUNE A. CDRADO

AMP/SA Accto Dept/Section:

22-2707 Amount 156,017

Approved By:

Vidal T. Cabigon Jr
VIDAL T. CABIGON JR
BRANCH MANAGER