



Purchase Order No. 384
(Annex A – Terms and Conditions)

1. The total price stated in the 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 and Delivery of the goods within the time prescribed in the PO. Should **Philcopy Corporation** 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/s 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 **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 forfeiture of the Performance Security and 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.
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.

ANNEX "A" OF P.O. NO. 384


Supply and Delivery of Ten (10) Units Multi-Functional Copier Machine with – Scan, Network Print and Fax Option

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MARLENE S. P. JARPENNA
Signature over printed Name of Supplier

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. **Philcopy Corporation** hereby further warrants and represents that:

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

Brand: KYOCERA TASKALFA-45001

Type of Machine: Multi-functional Copier Machine – with scan, network print, and fax option
Duty Cycle/month min.:200,000
Laser Printing
Speed-copying/ printing: 45 CPM min. scanning: 50 CPM min.
Paper Format: A6-A3
With Automatic Feeder
Multiple Tray capacity each min.: 500
Paper Feeder / Cassette: Standard 1,150, 60-90 gsm, 150 sheets bypass,





MARITES P. CARRERA
 Signature over printed Name of Supplier

2 cassette trays
Scanner Driver: ISIS TWAIN or equivalent system
Interfaces: High Speed USB 2.0/Ethernet 10/100/1000 base T
Memory Built-in: 1GB upgradable up to 2GB
Scanned File Format – PDF, TIFF, JPEG
Distribution Option for Scanned Files: E-mail, FTP Server, Desktop, HDD, Network Folder
Reduction and Enlargement: 25% - 400%
Resolution: 600 x 600 dpi
Fax Option
Processor: 600MHz
Provided with Network Security Code per user
Energy Star Qualified or equivalent energy saver system
ADDITIONAL TECHNICAL SPECIFICATIONS
Operating System: Windows @ 8 (32-bit, 64-bit), Windows 7 (32-bit, 64-bit), Windows Vista @ (32-bit, 64-bit), Windows XP SP3 (32-bit), Windows XP Professional x64 Edition, Mac OS@ X 10.5.8-10.8.x6, Linux OS
Type of Scanning: Scan to Email/FTP/SMD/WEBDAV, via Ethernet TCP/IP, scan to box
Scanning Speed: 50 min for simplex, with duplex scanning capability
Document feeder: A6-A3
Network Protocols: TCP/IP (IPV4/IPV6) IPX/SPX, SMB, NET BEUI, LPD, SNMP, HTTP, IPP
Other Conditions:
Philcopy Corporation has the following qualifications:
Head Office is located in Metro Manila for easy access and communication.
Offers repair and maintenance services being performed by qualified engineers and technicians certified and trained by the specific machine manufacturer.
Fully equipped with test and repair instruments in conducting installation, repair and maintenance activities for the machine.

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Supply and Delivery of Ten (10) Units Multi-Functional Copier Machine with – Scan, Network Print and Fax Option

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MARITES P. ARRENA
MARITES P. ARRENA
Signature over printed Name of Supplier

Certifies and maintains enough inventory of critical spare parts necessary to sustain operation of specific equipment to be offered.
SCOPE OF WORKS
Philcopy Corporation will provide training to at least one (1) personnel from each requesting unit/department on how to operate the machine efficiently.
Philcopy Corporation will provide training manuals, operating manuals and maintenance tool kits for the equipment.
Philcopy Corporation will include all such items that can be reasonably inferred as being required for its completion as if such items were expressly mentioned therein. Any additional requirements orally agreed upon also required for its completion.

- 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. **Philcopy Corporation** likewise agrees to hold PAGCOR free and harmless from any and all claims for copyright or trademark infringement, and other violations of intellectual property rights by any person or entity against PAGCOR arising out of any act or omission of in performing its printing services.
- d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **Philcopy Corporation** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s for each day of delay, including Sundays and Holidays.

Philcopy Corporation will provide 24x7 phone supports/web-based help during the warranty period.

Philcopy Corporation will provide **two (2) hours** response time upon receipt of call/notice by acknowledging that there is a problem and a resolution has to be drawn up by them. If said problem has not been resolved after **two (2) hours** after acknowledgement, they need to be present on the site for troubleshooting. A service unit must be provided within **twenty four (24) hours** from receipt of call if the problem has not yet been resolved.

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MAR-HE P. CARPENS
 Signature over printed Name of Supplier

2 nd Delivery	Five (5) Units within thirty (30) calendar days from the effectivity date specified in the Notice to Proceed	Eight Hundred Thirty One Thousand Nine Hundred Ninety Six Pesos (PhP831,996.00)
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A. 10% Retention per completed staggered delivery to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted:

Item Number	Quantity/Delivery Period	10% Retention Money
1 st Delivery	Five (5) Units within fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed	Ninety Two Thousand Four Hundred Forty Four Pesos (Php92,444.00)
2 nd Delivery	Five (5) Units within thirty (30) calendar days from the effectivity date specified in the Notice to Proceed	Ninety Two Thousand Four Hundred Forty Four Pesos (Php92,444.00)

OR;

100% per completed staggered delivery to be paid per completed staggered delivery, provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for one (1) year from issuance of the final Certificate of Acceptance

Item Number	Quantity/Delivery Period	100% Payment
1 st Delivery	Five (5) Units within fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed	Nine Hundred Twenty Four Thousand, Four Hundred Forty Pesos (Php924,440.00)
2 nd Delivery	Five (5) Units within thirty (30) calendar days from the effectivity date specified in the Notice to Proceed	Nine Hundred Twenty Four Thousand, Four Hundred Forty Pesos (Php924,440.00)

13. Performance Security: To guarantee the faithful performance of **Philcopy Corporation's** obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

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Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five Percent (5%) Ninety Two Thousand Four Hundred Forty Four Pesos (PhP92,444.00)
Irrevocable letter of credit issued by a Universal or Commercial Bank	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Thirty Percent (30%) Five Hundred Fifty Four Thousand Six Hundred Sixty Four Pesos (PhP554,664.00)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of seven (7) pages, shall form part of PO # 384.


MARITES P. CARPENAS / 10/16/13
Signature over printed Name of Supplier/Date

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