

Purchase Order No. 26940  
Annex A – Terms and Conditions

---

1. The total price stated in the **Purchase Order No. 26940** already includes all applicable taxes, fees and charges required by the government. **R. A. Merchandise and Delicacies** 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. **R. A. Merchandise and Delicacies** shall complete the supply & delivery of goods within the time prescribed in the **PO#26940**. Should **R. A. Merchandise and Delicacies** 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 **R. A. Merchandise and Delicacies** still fails to deliver the items after the lapse of delivery within 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 **R. A. Merchandise and Delicacies** fails to comply with its undertakings under this **PO#26940**. **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#26940** 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#26940** 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#26940** 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#26940** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26940** 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#26940** 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#26940** shall be binding UNLESS

ANNEX "A" OF P.O. NO. 26940

Supply and Delivery of Decorations for Marketing Events under ITB No. SV20-11-025CEB

Page 1 of 3

End-User \_\_\_\_\_



executed in writing by the parties. No waiver of any of the provisions of this **PO#26940** 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#26940**. 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#26940**, 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#26940** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26940** in its entirety or in part.

11. **R. A. Merchandise and Delicacies** hereby further warrants and represents that:

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

<b>Supply and Delivery of Decorations for Marketing Events</b>				
Qty.	Description	Unit Cost VAT Exclusive, Zero Rated Transaction	Total Cost VAT Exclusive, Rated Transaction	
35 pcs.	<b>Pampanga Lanterns</b> - Assorted Designs - Medium to Large Size - Total worth must not exceed P 70,000.00	3,200	PhP 112,000.00	
800 pcs	<b>Balloons</b> -Standard Latex/Rubber Balloons - Non Helium - Size 12" round - with Stick - Assorted Colors - Total worth must not exceed P 40,000.00	25.00	PhP 20,000.00	
50 boxes	<b>Thumb Tacks</b> -Total worth must not exceed P 1,000.00	35.00	PhP 1,750.00	
120 packs	<b>Specialty Paper</b> -220 GSM Board -Assorted Light Colors -Size 8.5" x 13" -10 sheets per pack -Total worth must not exceed P 6,000.00	75.00	PhP 9,000.00	
200 pcs.	<b>Party Poppers</b> -Medium Sized -Total worth must not exceed P 30,000.00	70.00	PhP 14,000.00	
5 pcs.	<b>Styro Cutter</b> -Material ABS + Stainless Steel Wire -Size 20 *14 * 7mm/0.55*027 in. -Battery Operated			

ANNEX "A" OF P.O. NO. 26940

Supply and Delivery of Decorations for Marketing Events under ITB No. SV20-11-025CEB

Page 2 of 3

End-User \_\_\_\_\_

	-Cutting Range Ordinary Foam and Sponge, KT Board used to make Models, cut slowly. -Total worth not exceeding P 2,000.00	2,000.00	PhP 10,000.00	
100 pcs.	<b>Styrofoam</b> -1/2"thk x 4' x 8' -White -Total worth must not exceed P 50,000.00	300.00	PhP 30,000.00	
3 units	<b>Glue Gun</b> -Small -20watts -Total worth must not exceed P 1,500.00	500.00	PhP 1,500.00	
200 pcs.	<b>Glue Sticks</b> -for Small Glue Gun -Total worth must not exceed P 500.00	5.00	PhP 1,000.00	
<b>TOTAL CONTRACT PRICE</b>		One Hundred Ninety Nine Thousand Two Hundred Fifty Pesos Only <b>PhP 199,250.00</b>		
<b>Completion Period</b>	Contract Period for One (1) Year on Staggered Delivery of Complete Service.			
<b>Delivery Place</b>	Casino Filipino – Mactan Satellite, Waterfront Hotel & Casino Mactan, Lapu Lapu City			

- b. It has good title to the goods described in the **PO#26940**, 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 **R. A. Merchandise and Delicacies** 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.
12. **PAGCOR** shall pay in the total amount of **One Hundred Ninety Nine Thousand Two Hundred Fifty Pesos Only (PHP 199,250.00)**, VAT Exclusive, Zero Rated Transaction.
  13. This Annex A, consisting of three (3) pages, shall form part of **PO # 26940**

*Richard Anthony C. Bana* 1/12/22/2020  
**Signature over printed Name of Supplier/Date**

ANNEX "A" OF P.O. NO. 26940

Supply and Delivery of Decorations for Marketing Events under ITB No. SV20-11-025CEB

Page 3 of 3

End-User \_\_\_\_\_