



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

PURCHASE ORDER

Page # 1
 Supplier : O-MHAT MARTWISE HOUSEHOLD APPLIANCES TRADING
 Address : 7391 B ARTHUR ST. WEST BAJAC-BAJAC DLONGAPO CITY
 TIN : 102-680-123-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 10053
 SEQ.# 1
 PO Date : 27 OCT 2022
 ITB Number : SV22-08-030LO
 Buyer Code : MIA

Gentlemen :

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

Place of Delivery : CASINO FILIPINO DLONGAPO

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#21168 1 309034005	GENERAL SERVICES SECTION LODGING BED BED SINGLE BED SPRING TYPE 36" X 75"	6.00	SET	14,720.00	88,320.00
PMD#20450 2 309034005	GENERAL SERVICES SECTION LODGING BED BED QUEEN BED SPRING TYPE 60" X 75"	8.00	SET	22,400.00	179,200.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

SUB-TOTAL : 267,520.00
 TOTAL : 267,520.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 267,520.00

Remarks : CF-DLONGAPO

Total Amount in Words: TWO HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED TWENTY PESOS 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.

Suzanna Top **OCT 27 2022**
 Signature Over Printed Name of Supplier

Recommended by: _____ : Funds Available
 PABLITO D. SALAZAR _____ :
 SBAM _____ : MIRINISA A. GOLOSINO
 _____ : AVP/SA Accto Dept/Section:
 _____ : Budget Authorization No. 0210-1019 Amount 267,520.00

Approved By: _____
 JOSE MARCIANO C. BAUTISTA
 BRANCH MANAGER



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 3
Form No.	PID - 721
Revision No.	1
Effectivity	April 5, 2022

Purchase Order No.10053
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. **Martwise Household Appliances Trading** 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. **Martwise Household Appliances Trading** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **Martwise Household Appliances Trading** incur delay in its performance, the **Martwise Household Appliances Trading** 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 **Martwise Household Appliances Trading** or collected from any securities or warranties posted by the **Martwise Household Appliances Trading**. 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 **Martwise Household Appliances Trading** 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 **Martwise Household Appliances Trading** 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.

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 10053

Supply and Delivery of Mattress for Staffhouse under ITB NO. SV22-08-0130LO

SFMO Genevieve T. Sta. Teresa



PURCHASE ORDER (P.O.) ANNEX

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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. **Martwise Household Appliances Trading** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:


Technical Description	Quantity / UOM
Bed, Single Bed, Spring Type, Single (36" x 75")	6 Sets
Bed, Queen Bed, Spring Type, Single (60" x 75")	8 Sets
ADDITIONAL TERMS AND CONDITIONS	
SCHEDULE OF DELIVERY: Within Thirty (30) calendar days commencing from the date of receipt by the winning bidder of the Purchase Order.	
PLACE OF DELIVERY: Casino Filipino – Olongapo 2 nd Floor JB Richwell Corporation Bldg., #580 Rizal Avenue, East Tapinac, Olongapo City	

ANNEX "A" OF P.O. NO. 10053

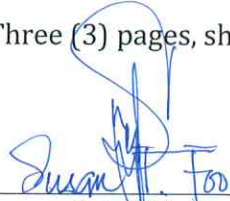
Supply and Delivery of Mattress for Staffhouse under ITB NO. SV22-08-0130LO

SFMO Genevieve T. Sta. Teresa

Signature over printed Name of Supplier

	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 3 of 3
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- 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. Should **Martwise Household Appliances Trading** fail to replace the same within the agreed period, the **Martwise Household Appliances Trading** 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 **Martwise Household Appliances Trading**. 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.
 - 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 Two Hundred Sixty-Seven Thousand Five Hundred Twenty Pesos (₱267,520.00), 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 Three (3) pages, shall form part of PO # 10053.


10/27/2022

Signature over printed Name of Supplier/Date