



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

PURCHASE ORDER

Page # 1

Supplier : D-BERBE BERBEN MERCHANT, INC.
 Address : 101 QUIMPO BLVD. BUCANA, TALOMO DAVAO CITY
 TIN : 006-177-936-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 13712

SED.# 1
 PO Date : 4 JAN 2022
 ITB Number :
 Buyer Code : MAB

Gentlemen :

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

Place of Delivery :

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#24353	INTERNAL SECURITY DIVISION				
1 109001354	FIRE EXTINGUISHER REFILL, DRY, 10 LBS	20.00	UNIT	800.00	16,000.00
2 109003100	FIRE EXTINGUISHER REFILL, DRY, 20 LBS	5.00	UNIT	1,000.00	5,000.00
- - - N O T H I N G F O L L O W S - - -					

Attachment: BUDGET. AV. AWARD OF CONTRACT,	NOTICE OF AWARD	SUB-TOTAL :	21,000.00
		TOTAL :	21,000.00
Remarks :		LESS DISCOUNT :	
		CHARGE :	
Total Amount in Words: TWENTY ONE THOUSAND PESOS ONLY		GRAND TOTAL :	21,000.00

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, and Purchase Order upon delivery.

Paulo P. Benedito
 Signature Over Printed Name of Supplier

Recommended by:

REGINA C. LEMANA
 OIC-PPGS

Funds Available

REYNART L. ABULLAN

Budget Authorization No. DAV-016

Amount 21,000.00

Approved By:

Antonio V. Covarrubias
 ANTONIO V. COVARRUBIAS
 BRANCH MANAGER



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

Purchase Order No. 13712
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. **BERBEN MERCHANT, INC.** 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. **BERBEN MERCHANT, INC.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **BERBEN MERCHANT, INC.** 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 **BERBEN MERCHANT, INC.** still fails to deliver the item after the lapse of fifteen (15) 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 **BERBEN MERCHANT, INC.** 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.
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

Berben
Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

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. **BERBEN MERCHANT, INC.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Description of Item	QTY	UOM
SUPPLY AND DELIVERY OF FIRE EXTINGUISHER REFILL		
FIRE EXTINGUISHER REFILL – 20 lbs., Dry Chemical, ABC Type	5	UNIT
FIRE EXTINGUISHER REFILL – 10 lbs., Dry Chemical, ABC Type	20	UNIT

➤ ADDITIONAL TERMS AND CONDITIONS
The winning SUPPLIER shall agree to Replace defective or substandard goods within fifteen (15) calendar days upon the written request of the PAGCOR.
The winning SUPPLIER shall agree to provide one (1) year warranty period against chemical deterioration & leakages provided seal on the goods delivered are not tampered or broken. Replacement for defective or substandard goods shall be made within fifteen (15) calendar days upon the written request of the PAGCOR.
Delivery Date: Within fifteen (15) calendar days which will commence upon the receipt of the Notice to Proceed or upon advise of the end-user.
Place of Delivery: Casino Filipino Davao, Km. 7 Lanang, Davao City

Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 3 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

PAGCOR shall have the right to inspect and / or test the goods to confirm their conformity to the technical specifications.

Payment shall be made as billed based on actual delivery, upon submission of Statement of Account at CF-Davao Main Office, and shall not exceed the total Contract Price.

SUPLLIER SHALL VERIFY TECHNICAL SPECIFICATIONS OR OTHER DETAILS WITH (SECURITY DEPARTMENT) FOR CLARIFICATIONS.

- 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 fifteen (15) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **BERBEN MERCHANT, INC.** 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **Twenty-One Thousand Pesos (Php 21,000.00), VAT Exclusive, Zero-Rated Transaction** upon completion of every 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 # **13712**.

Benedictus
Signature over printed Name of Supplier

Benedictus
Paulo Francisco B. Benedictus 01-11-22
Signature over printed Name of Supplier/Date

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