



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

**PURCHASE ORDER**

Page # 1  
 Supplier : TPV TPV TRADING  
 Address : BLK 20 LOT 32 GOLDEN CITY, CANLALAY, BIRAN, LAGUNA  
 TIN : 126-896-349-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 21002  
 SEQ.# 1  
 PO Date : 23 NOV 2021  
 ITB Number : SV21-10-001WIN  
 Buyer Code : ISE

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

Place of Delivery : PAGCOR RONQUILLO SATELLITE

Payment Term :

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD# 171 1 118001162	MARKETING SECTION BOX, HAM BOX HAM BOX 1 KILO PER BOX (PUREFOODS HAM)	268.00	PC	647.00	173,396.00
--- NOTHING FOLLOWS ---					

Attachments: APPROVED 2021 APP BUDGET, NTP, NOA	PURCHASE CONTRACT, AWARD OF CONTRAC	SUB-TOTAL :	173,396.00
		TOTAL :	173,396.00
Remarks : ONE TIME DELIVERY		LESS DISCOUNT :	
		CHARGE :	
		GRAND TOTAL :	173,396.00

Total Amount in Words: ONE HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED NINETY SIX 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, ~~Receipt~~ Certificate and Purchase Order upon delivery.

*P. DE VERA*  
 Signature Over Printed Name of Supplier

Recommended by:

*Jocelyn S. Soriano*  
 JOCELYN S. SORIANO  
 SENIOR BRANCH ADMIN MANAGER

: Funds Available JOSEPH A. VIGARTA, SAO  
 : ~~SHARON ST. CLINEBAULT~~  
 : AVP/SA Acctg Dept/Section  
 : Budget Authorization No. 2021-11-663 Amount 173,396.00

Approved By:

*Jethro Z. Chancoco*  
 JETHRO Z. CHANCOCO  
 GENERAL MANAGER



PURCHASE ORDER (P.O.) ANNEX

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**Purchase Order No. 21002**  
**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. **TPV 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. **TPV TRADING** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **TPV TRADING** 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 **TPV 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 **TPV 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

FE P. DE VERA



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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. **TPV TRADING** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

*Supplied*  
*FE P. DE VEKA*  
 Signature over printed Name of Supplier

QTY / UOM	ITEM DESCRIPTION	
268 pcs	SUGAR GLAZED READY-TO-EAT COOKED HAM (Made from Boneless Pork Ham or Shoulder Cured with Water, Sugar, Iodized Salt, Modified Starch, Phosphates, Monosodium Glutamate, Natural Flavors, Vegetable Proteins, Sodium Erythorbate, Sodium Nitrite and Vegetable Gum). Individually packed in a bag or carton box.	
	Serving Size per container	1Kg per pack /rounded
	Product	Branded Ham



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Packaging	Individually pack
Requested Quantity	Per pc >
Production Date	At least December 2021
<b>Brand: Purefoods Ham</b>	
<b>Expiration of Product:</b> At least three (3) months from date of delivery	
<b>Schedule of Delivery:</b> December 15, 2021	
<b>Delivery Site:</b> Casino Filipino Winford, Ronquillo Satellite, 561 Ronquillo Street, Sta. Cruz, Manila Contact Person: Ms. Kara Denice Benitez/ 0906-3207484	

Signature over printed Name of Supplier

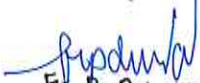
  
FEL P. DE VERA

- b. Bidders shall submit their quotations through their duly authorized representatives using this form only. This form must be completed without any alterations to their format and no substitute form shall be accepted. All parameters shall be filled in with the correct and accurate information as required.
- c. Quotations(s)/Proposal(s) submitted exceeding the Approved Budget for the Contract shall be rejected.
- d. The prices quoted are to be paid in Philippine Currency.
- e. All prices quoted are INCLUSIVE of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to PAGCOR, but VAT Exclusive, Zero-Rated Transaction.
- f. For the purpose of standardization of quotation/proposals. This RFQ form will prevail over all kinds and forms of quotation. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
- g. Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by you or any of your duly authorized representative/s.
- h. PAGCOR shall have the right to inspect and/or to test the goods to conform their conformity to the technical specifications.
- i. Award of contract shall be made in favor of the supplier or contractor having the Single or Lowest Calculated Responsive Quotation (for goods and infrastructure projects) or a consultant with the Single or Highest Rated Responsive Proposal, which complies with the minimum technical specifications and other terms and conditions stated herein.



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- j. The supplier agrees to pay a penalty of one-tenth of one percent (1/10 of 1%) of the corresponding contract price for each day of delay, including non-working holidays (i.e. Saturday and Sunday), legal holidays or special non-working holidays. PAGCOR shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
- k. Other terms and conditions are stipulated in the attached Annex A of the Purchase Order.
13. Schedule of payment: PAGCOR shall pay in the total amount of **One Hundred Seventy-Three Thousand Three Hundred Ninety-Six Pesos (PhP 173,396.00), 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 four (4) pages, shall form part of PO# 21002.

  
FE P. DE VERA | DECEMBER 03, 2021  
**Signature over printed Name of Supplier/Date**

