

Purchase Order No. 26999
Annex A – Terms and Conditions

1. The total price stated in the **Purchase Order No. 26999** already includes all applicable taxes, fees and charges required by the government. **E.C.P. ENTERPRISE** 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. **E.C.P. ENTERPRISE** shall complete the supply & delivery of **goods** within the time prescribed in the **PO#26999**. Should **E.C.P. ENTERPRISE** 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 **E.C.P. ENTERPRISE** 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 **E.C.P. ENTERPRISE** fails to comply with its undertakings under this **PO#26999**, **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#26999** 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#26999** 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#26999** 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#26999** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26999** 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#26999** 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#26999** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26999** 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.

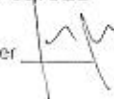
9. The relationship between the parties shall be limited to the performance of the terms and conditions of this **PO#26999**. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the 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#26999**, 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#26999** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26999** in its entirety or in part.

11. **E.C.P. ENTERPRISE** hereby further warrants and represents that:

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

| Supply and Delivery of Various Personal Protective Equipments (PPE) for CF-Cebu and its Satellites under ITB No. EC21-11-001CEB | | | | |
|--|--|-----------------|-------------------|--|
| LOT No. | PARTICULARS | QTY/ UOM | UNIT PRICE | TOTAL PRICE |
| Lot 1 | Supply and Delivery of Disposable Surgical Face Mask | 150,000 pieces | Php 0.90 | One Hundred Thirty-Five Thousand Pesos (Php 135,000.00) |
| Lot 5 | Supply and Delivery of Disinfectant Solution/Bleach | 1,020 gallons | Php 130.00 | One Hundred Thirty-Two Thousand Six Hundred Pesos (Php 132,600.00) |
| Lot 7 | Supply and Delivery of PPE Suite | 100 pieces | Php 280.00 | Twenty-Eight Thousand Pesos (Php 28,000.00) |
| Lot 10 | Supply and Delivery of Shoe Cover | 400 pieces | Php 4.00 | One Thousand Six Hundred Pesos (Php 1,600.00) |

End-User 

OTHER REQUIREMENTS

Delivery Schedule:

At least ten percent (10%) of all items must be delivered **within seven (7) calendar days** from the date of receipt of the Notice to Proceed (NTP).

The remaining shall be on staggered delivery on or before **January 31, 2022**.

| | |
|-----------------------------|--|
| TOTAL CONTRACT PRICE | Two Hundred Ninety Seven Thousand Two Hundred and 00/100 Pesos (Php 297,200.00) Vat Exclusive, Zero-Rated Transaction |
|-----------------------------|--|

- b. It has good title to the goods described in the **PO#26999**, 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 **E.C.P. ENTERPRISE** 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 **Two Hundred Ninety Seven Thousand Two Hundred and 00/100 Pesos (Php 297,200.00) Vat Exclusive, Zero-Rated Transaction**.
13. This Annex A, consisting of three (3) pages, shall form part of **PO # 26999**

Mary Anne B. Baroma

Signature over printed Name of Supplier/Date

End-User *[Signature]*



PURCHASE ORDER

Page # 1
 Supplier : C-ECF E.C.P. ENTERPRISES
 Address : ANDRES ABELLANA ST. GUADALUPE CEBU CITY
 TIN : 203-025-260-000
 VAT : All Items are VAT Exclusive / Zero Rated

113

P.O. No. 26999
 SEQ.# 1
 PO Date : 3 JAN 2022
 ITB Number : EC21-11-001CEB
 Buyer Code : PHB

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

Place of Delivery : CF-CEBU

1/6/22

Payment Term :

| Itemcode : | Description | Quantity | Unit | Unit Cost | Amount |
|-------------|-------------------------------------|----------|------|-----------|------------|
| PMDH70072 | HEALTHCARE SERVICES(MEDICAL) | | | | |
| 1 107003186 | MASK, SURGICAL MASK | 3,000.00 | BOX | 45.00 | 135,000.00 |
| PMDH70069 | HEALTHCARE SERVICES(MEDICAL) | | | | |
| 2 127005006 | BLEACH DISINFECTANT SOLUTION BLEACH | 1,000.00 | BOTL | 130.00 | 132,000.00 |
| PMDH70070 | HEALTHCARE SERVICES(MEDICAL) | | | | |
| 3 107003451 | COVERALL, PROTECTIVE SUIT | 100.00 | PC | 280.00 | 28,000.00 |
| PMDH70071 | HEALTHCARE SERVICES(MEDICAL) | | | | |
| 4 104032201 | COVER SHOE COVER | 400.00 | PC | 4.00 | 1,600.00 |

--- NOTHING FOLLOWS ---

Attachment:RV, AWARD OF CONTRACT,

Remarks :FOR CF- CEBU USE

SUB-TOTAL : 297,200.00
 TOTAL : 297,200.00
 LESS DISCOUNT :
 CHANGE :
 GRAND TOTAL : 297,200.00

Total Amount in Words:TWO HUNDRED NINETY SEVEN THOUSAND TWO HUNDRED 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.

Signature Over Printed Name of Supplier

Recommended by: Celeste B. Javier
 CELESTE B. JAVIER
 ACTING SRAM,FLPH

Approved By: Ma. Consolacion A. Pasich
 MA. CONSOLACION A. PASICH
 OFFICER IN CHARGE

Funds Available :
 GRAZIELA B. DIAZ SAO
 ANP/SA Acctg Dept/Section:
 Budget Authorization No. Amount