



PURCHASE ORDER (P.O.) ANNEX

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Form No.	PD - 721
Revision No.	1
Effectivity	April 5, 2022

Purchase Order No. 92195
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. **SIPSC ENTERPRISES** 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. **SIPSC ENTERPRISES** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **SIPSC ENTERPRISES** incur delay in its performance, the **SIPSC ENTERPRISES** 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 **SIPSC ENTERPRISES** or collected from any securities or warranties posted by the **SIPSC ENTERPRISES**. 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 **SIPSC ENTERPRISES** 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 **SIPSC ENTERPRISES** 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.

Jelover S. Aganita
Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 92195

Supply, Delivery and Services of F&B for Branch Anniversary and Loyalty Awarding under ITB No. SV22-08-002TAG

HRO II MARIA DINAH L. LIM




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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 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. **SIPSC ENTERPRISES** hereby further warrants and represents that:


Jelonnement B. Occanvita
Signature over printed Name of Supplier

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

Technical Description	Quantity / UOM
<p>1. Rice Meals Food Pack</p> <ul style="list-style-type: none"> - Plain Rice - 3 meal witch choices from chicken, pork, beef, beef or fish and vegetables - Drinks - Dessert <p>Choices:</p> <ul style="list-style-type: none"> • Beef - (Beef Caldereta / Stroganoff in white sauce / Beef with Mushroom / Beef with Broccoli) • Pork - (Lechon Kawali / Grilled Pork / Sweet and Sour Pork / Hamonado) • Chicken - (Buffalo Wings/Chicken Kebab/ Chicken Barbeque) • Fish - (Grilled Tuna Belly / Baked Salmon / Sinigang sa Miso na Pampano) • Vegetable - (Ceasar Salad /Chopsuey / Coleslaw / Lumpiang Sariwa) • Drinks - Soft drinks / Juices /Gulaman / Iced Tea • Dessert - Coffee Jelly / Buko Pandan / Fruit Salad and Mini cakes <p>➤ Buffet Set up for the event</p>	<p>500 Pax</p>
<p>2. Whole Lechon at 20kilos each</p>	<p>5 Pcs</p>
<p>SCHEDULE OF DELIVERY: Upon request of the end-user.</p>	
<p>PLACE OF DELIVERY: Casino Filipino – Tagaytay, Km. 60 Aguinaldo Highway, Tagaytay City</p>	


 Signature over printed Name of Supplier

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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 calendar days (7) calendar days upon receipt of notice. Should **SIPSC ENTERPRISES** fail to replace the same within the agreed period, the **SIPSC ENTERPRISES** 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 **SIPSC ENTERPRISES**. 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.
2. Schedule of payment: PAGCOR shall pay in the total amount of Two Hundred Seventy-Three Thousand Seven Hundred Fifty Pesos (Php273,750.00), VAT Exclusive, Zero-Rated Transaction upon completion of delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
 3. This Annex A, consisting of four (4) pages, shall form part of PO # 92195.


10/28/2022

Signature over printed Name of Supplier/Date