



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

PURCHASE ORDER

P.O.# 58239

Supplier : **FIRST INDUSTRY COMPANY**
 Address : Bacolod Carmel Arcade Inc. La Salle,
 Barangay 5, Bacolod City
 TIN : 740-616-291-000
 VAT : All items are VAT Exclusive/Zero Rated Transaction

SQ.#1
 P.O Date : **5 October 2022**
 Mode of Purchase : **Small Value**
 Buyer Code : **LLJ**

Gentlemen:

Please furnish this office the following article subject to the terms and conditions contained herein

Place of Delivery: **Casino Filipino-Bacolod**

Payment Terms: 30 Days

Item Code	Description:	Quantity:	Unit:	Unit Cost:	Amount
RV # 077725	SECURITY DIVISION				
1. 209-024-026	Compressed Air Breathing Apparatus	2	pc	56,000	112,000.00
2. 009-003-358	HCFC, 123, Green, FE 10 lbs.	4	pc	9,500.00	38,000.00
3. 104-080-143	Fire Fighting Suit	2	pc	35,200.00	70,400.00
4. 104-080-139	Fireman's Helmet	2	pc	5,200.00	10,400.00
5. 305-059-155	Megaphone	1	pc	5,835.00	5,835.00
6. 101-023-437	Fire Blanket	5	pc	1,500.00	7,500.00
7. 102-021-018	Hammer	1	unit	560.00	560.00
8. 109-003-171	Fire Extinguisher, Dry 10 lbs	5	unit	1,300.00	6,500.00
9. 109-001-354	Fire Extinguisher, Refill 10 lbs	5	unit	500.00	2,500.00
10. 109-003-100	Fire Extinguisher, Dry 20 lbs	5	unit	3,000.00	15,000.00
11. 109-003-100	Fire Extinguisher, Refill 20 lbs	10	unit	1,000.00	10,000.00
12. 109-003-358	Fireman's Ceiling Hook	1	pc	13,975.10	13,975.10

*****NOTHING FOLLOWS*****

Attachment: BAC RESO, NOA, NTP

Sub-total: **Php 292,670.10**
 Total: **Php 292,670.10**

Less discount:

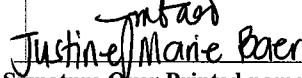
Remarks: **Supply and Delivery of Fire Fighting Equipment and Accessories of CF-Bacolod and CF-Iloilo Under ITB No. SV22-09-010BAC**

Charge:
 Grand Total: **Php 292,670.10**

Total amount in words: **Two Hundred Ninety-Two Thousand Six Hundred Seventy Pesos and 10/100.**

TERMS AND CONDITIONS OF PURCHASE:

- >Delivery must be made on or before _____
- >1/10 of 1% of the amount of 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.
- >ALL free items that come with the item/s purchase must be included/reflected in the Delivery Receipt/Sales Invoice.


 Signature Over Printed name of Supplier

This is to certify that the procurement of the items contained in this Purchase Order is in accordance with the Republic Act 9184, its Implementing Rules and Regulations and applicable laws

- () Limited Source Bidding (Selective Bidding) () Shopping
 () Direct Contracting (Single Source Procurement) () Negotiated procurement

Recommended By:

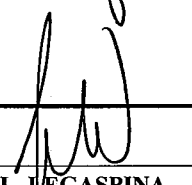

MARLON F. BIRONDO
 SBAMPLFM

Funds Available


REYMART LAGULAR
 AVP/SA Acctg. Dept./Section

Budget Authorization No. BAC-2201-0020 Amount 292,670.10

Approved By:


NESTOR L. MEGASPINA
 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. 58239
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. **FIRST INDUSTRY COMPANY** 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. **FIRST INDUSTRY COMPANY** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **FIRST INDUSTRY COMPANY** 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 **FIRST INDUSTRY COMPANY** 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 **FIRST INDUSTRY COMPANY** 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 constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

Jasmine Marie Bae
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

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. **FIRST INDUSTRY COMPANY** hereby further warrants and represents that:

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

SUPPLY AND DELIVERY OF FIRE FIGHTING EQUIPMENT AND ACCESSORIES OF CF-BACOLOD AND CF-ILOILO UNDER ITB NO. SV22-09-010BAC					
ITEM DESCRIPTION	QTY	UNIT	Unit Cost VAT Exclusive, Zero-Rated Transaction	Total Cost VAT Exclusive, Zero-Rated Transaction	
Compressed Air Breathing Apparatus MSA SCBA AirXpress Fire Approved, with stand high temperature, flames and rough handling-plus, ATEX approved for zone O environment, full face mask, Cylinder: 6.8 liters /300 bar	2	pcs	P56,000.00	P112,000.00	
HCFC 123, Green FE 10 lbs. Non-Corrosive, Non-Residual, Applicable for all types of Fire, ABC	4	pcs	P9,500.00	P38,000.00	
Fire Fighting Suit, Fireproof coat and trouser	2	pcs	P35,200.00	P70,400.00	
Fireman's Helmet Firefighters Helmet, lightweight, low profile, high impact polymer shell	2	pcs	P5,200.00	P10,400.00	
Megaphone, With Siren: 16 watts, battery operated; battery size C	1	pc	P5,835.00	P5,835.00	

Justine Marie Barr
 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

Fire Blanket, Fire Resistant		5	pcs	P1,500.00	P7,500.00
HammerHead Material: Rubber Material: Wood, Easy to Hold	Handle	1	unit	P560.00	P560.00
Fire Extinguisher, Dry, 10 lbs Squeeze grip operation, Discharge, Pressure Gauge, Design, Easy to Use	Controlled Compact	5	unit	P1,300.00	P6,500.00
Fire Extinguisher Refill, 10lbs. Repaint, Hydro Check, Check and replace defective the following accessories: Pressure Gauge, Nozzle Hose		5	unit	P500.00	P2,500.00
Fire Extinguisher, Dry, 20 lbs. Squeeze grip operation, Discharge, Pressure Gauge, Design, Easy to Use	Controlled Compact	5	unit	P3,000.00	P15,000.00
Fire Extinguisher Refill, 20lbs Repaint, Hydro Check, Check and replace defective the following accessories: Pressure Gauge, Nozzle Hose		10	unit	P1,000.00	P10,000.00
Fireman Ceiling Hook The Ceiling Hook is 1.8m in length and has a stainless-steel hook, fiberglass pole, plastic D handle and high-glow reflective tape for ease of location in low light solution		1	pc	P13,975.10	P13,975.10
Grand Total amount in Figures, VAT exclusive, zero-rated transaction				P292,670.10	
Grand Total amount in words, VAT exclusive, zero-rated transaction				Two Hundred Ninety-Two Thousand Six Hundred Seventy Pesos and 10/100	

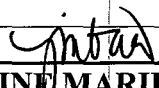
- b. It has good title to the goods described in the PO, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- c. It will fully defend, protect, indemnify, and hold PAGCOR 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 Thirty (30) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **FIRST INDUSTRY COMPANY** 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.



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 4 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

- 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 Ninety-Two Thousand Six Hundred Seventy Pesos and 10/100 (Php292,670.10)**, 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 # 58239



JUSTINE MARIE BAER
Sales Admin
FIRST INDUSTRY COMPANY
Date: October 05, 2022