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Purchase Order No. 23720
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

[Handwritten Signature]
Per 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:


Technical Description	Quantity / UOM
Supply and Delivery of Various Kitchen Items, Paper Cups, Plastic Cups and PET Bottles	
Lot 1 – Supply and Delivery of Various Kitchen Items	
Aluminum Foil - 12" x 500 meters per roll and High Quality	30 Rolls
Cling Wrap - 12" x 500 meters per roll and High Quality	95 Rolls
Disposable Gloves - Plastic Gloves, 100 pcs per box - Large size, - Clear and High Quality	120 Boxes
Drinking Straw (Vending)	40 Packs

ANNEX "A" OF P.O. NO. 23720
Supply and Delivery of Various Kitchen Items, Paper Cups, Plastic Cups and PET Bottles (Lot 1 and 3)
under ITB NO. SV21-06-001TAG

Signature over printed Name of Supplier

VENA

P. DE

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- 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 Three Hundred Eight Thousand Five Hundred Thirty Four Pesos and 50/100 (Php308,534.50), 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 Five (5) pages, shall form part of PO # 23720.

[Handwritten Signature]
TE P. DE VERA / 1. 10. 2022
 Signature over printed Name of Supplier/Date



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<ul style="list-style-type: none"> - White color - 100 pcs per pack individually wrap - eight (8) inches straw 	
Disposable Plastic Spork White color and 25 pcs per pack	500 Packs
Flame Wax (Gel Type) - 14 kilos per Tin	3 Tins
Plastic Labo <ul style="list-style-type: none"> - Size: 8" x 11", 100 pcs per pack - High quality plastic bags - From 100% virgin materials - Food grade odorless 	205 Packs
Scrubbing Pad with Foam - High quality and 100mm x 75mm x 75mm	150 Pcs
Dishwashing Liquid Soap - 4 liters per gallon and Lemon scent	130 Gals
Table Napkin <ul style="list-style-type: none"> - Sheet size 254mm x 320mm - 350 sheets per pack - From virgin materials 	200 Packs
Toothpick <ul style="list-style-type: none"> - Weight approx. 200 grams per box - 1000 pcs per box (minted) - Individually wrap 	30 Boxes

Additional Terms and Conditions:

Schedule of Delivery:

Item	Description	1 st Delivery	2 nd Delivery	3 rd Delivery	4 th Delivery	Total
		Within Thirty (30) calendar days from the effectivity date specified in the Notice to Proceed or as advised by the end-user	Within Ninety (90) calendar days from the effectivity date specified in the Notice to Proceed or as advised by the end-user	Within One Hundred Fifty (150) calendar days from the effectivity date specified in the Notice to Proceed or as advised by the end-user	Within Two Hundred Twenty (220) calendar days from the effectivity date specified in the Notice to Proceed or as advised by the end-user	
1	Aluminum Foil	7 Rolls	7 Rolls	7 Rolls	9 Rolls	30 Rolls
2	Cling Wrap	25 Rolls	25 Rolls	20 Rolls	25 Rolls	95 Rolls
3	Disposable Gloves	30 Boxes	30 Boxes	30 Boxes	30 Boxes	120 Boxes
4	Drinking Straw, Vending	10 Packs	10 Packs	10 Packs	10 Packs	40 Packs
5	Disposable Plastic Spork White	125 Packs	125 Packs	125 Packs	125 Packs	500 Packs
6	Flame Wax, Gel Type Tin	1 Tin	1 Tin	1 Tin	0	3 Tins
7	Plastic Labo	50 Packs	50 Packs	50 Packs	55 Packs	205 Packs
8	Scrubbing Pad with Foam	35 Pcs	35 Pcs	35 Pcs	45 Pcs	150 Pcs
9	Soap, Dishwashing Liquid	30 Gallons	30 Gallons	30 Gallons	40 Gallons	130 Gallons

ANNEX "A" OF P.O. NO. 23720

Supply and Delivery of Various Kitchen Items, Paper Cups, Plastic Cups and PET Bottles (Lot 1 and 3) under ITB NO. SV21-06-001TAG

Approved
P. DE VERA



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10	Table Napkin	50 Packs	50 Packs	50 Packs	50 Packs	200 Packs
11	Toothpick	7 Boxes	7 Boxes	7 Boxes	9 Boxes	30 Boxes
Proper Sealing / packaging:						
- The items should be properly sealed, packed and labeled.						
Changes in the required items						
- Provision for off-setting/changes in any items and other SLOW MOVING commodities should be considered and cost implication must be equal to the cost of the items to be exchange.						
Other requirement for quality control						
- The end-user has the right to reject the delivered goods/items if found with defects and or damages or of low quality						
Period of correction of defects:						
- Within seven (7) days or subject to any changes upon request of the end-user.						
Lot 3 – Supply and Delivery of PET Bottles 350ml						
PET Bottles						35,000 pcs
- Clear Bottle						
- 350 ml						
- Blue Cap						
- High quality plastic bottle						
Additional Terms and Condition:						
Schedule of Delivery:						
- Within thirty (30) calendar days from the date of acknowledgement of the Purchase Order by the winning supplier or subject to any changes upon request of the end-user.						
Period of correction of defects:						
- Within seven (7) days or subject to any changes upon request of the end-user.						
Bidders shall submit/provide sample of PET Bottled 350ml being offered on the opening of the quotation.						

Approved
P. O. DE WENA

- 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.
- 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.
- 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 TPV Trading 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.
- 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.