

Page # 1

P.O. No. 92228

Supplier : ZASHEN ZASHEN FASHIONS  
Address : 1961 ESPAÑA ST., SAMPALOC 050 MANILA  
TIN : 121-524-683-000  
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1  
PO Date : 26 JUL 2023  
ITB Number : SV23-05-003TAG  
Buyer Code : LBD *JP/11*

Gentlemen :

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

Place of Delivery : CASINO FILIPINO - TAGAYTAY

Payment Term : PER ANNEX A

Itemcode :	Description = x	Quantity	Unit	Unit Cost	Amount
PND#92577	HUMAN RESOURCE SECTION				
1 101023134	T-SHIRT	350.00	PC	275.00	233,750.00
- - - NOTHING FOLLOWS - - -					

Attachment:BBAC RESOLUTION FOR AWARD

SUB-TOTAL :	233,750.00
TOTAL :	233,750.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	233,750.00

Remarks :

Total Amount in Words:TWO HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY 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:

*AA*  
VEHEE M. ARANZASO  
SR. BRANCH ADMIN MANAGER

Funds Available  
ANTHONY JUNE A. CORADO  
AVP/SA Acctg Dept/Section:  
Budget Authorization No. *231377* Amount *233,750.00*

Approved By:

*[Signature]*  
VIDAL T. CABIGON JR  
BRANCH MANAGER



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 4
Form No.	PPD - 721
Revision No.	3
Effectivity	July 12, 2023

Purchase Order No. 92228  
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. ZASHEN FASHIONS 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. ZASHEN FASHIONS shall complete the supply & delivery of goods within the time prescribed in the PO. Should ZASHEN FASHIONS incur delay in its performance, the ZASHEN FASHIONS 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 ZASHEN FASHIONS or collected from any securities or warranties posted by the ZASHEN FASHIONS. 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 ZASHEN FASHIONS 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 ZASHEN FASHIONS 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.

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 92228

Supply and Delivery of T-Shirts for Branch Anniversary under ITB No. SV23-05-003TAG

Maria Diriah L. Lim



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 4
Form No.	PPD - 721
Revision No.	3
Effectivity	July 12, 2023

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. **ZASHEN FASHIONS** hereby further warrants and represents that:

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 92228  
Supply and Delivery of T-Shirts for Branch Anniversary under ITB No. SV23-05-003TAG

Maria Dinah L. Lim

	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 3 of 4
		Form No.	PPD - 721
		Revision No.	3
		Effectivity	July 12, 2023

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

Technical Description	Quantity																										
<b>T-Shirts</b> <ul style="list-style-type: none"> <li>• Dri-Fit</li> <li>• Round Neck</li> <li>• Sublimation Printing</li> <li>• Design (see attached)</li> </ul> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Sizes</th> <th>No. of pieces</th> </tr> </thead> <tbody> <tr><td>XS</td><td>5</td></tr> <tr><td>S</td><td>55</td></tr> <tr><td>M</td><td>128</td></tr> <tr><td>L</td><td>250</td></tr> <tr><td>XL</td><td>210</td></tr> <tr><td>2XL</td><td>120</td></tr> <tr><td>3XL</td><td>34</td></tr> <tr><td>4XL</td><td>14</td></tr> <tr><td>5XL</td><td>8</td></tr> <tr><td>6XL</td><td>3</td></tr> <tr><td>Free Size</td><td>23</td></tr> <tr><td><b>Total</b></td><td><b>850</b></td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Specified number of pieces per sizes</li> </ul>	Sizes	No. of pieces	XS	5	S	55	M	128	L	250	XL	210	2XL	120	3XL	34	4XL	14	5XL	8	6XL	3	Free Size	23	<b>Total</b>	<b>850</b>	850 pcs.
Sizes	No. of pieces																										
XS	5																										
S	55																										
M	128																										
L	250																										
XL	210																										
2XL	120																										
3XL	34																										
4XL	14																										
5XL	8																										
6XL	3																										
Free Size	23																										
<b>Total</b>	<b>850</b>																										

**OTHER REQUIREMENTS**

- To submit a prototype to the end-user for approval before production.

**Place of Delivery:**

- Casino Filipino Tagaytay, Km. 60, E. Aguinaldo, Highway, Kaybagal South, Tagaytay City.

**Delivery Period:**

- September 15, 2023

**Contact Person: Ms. Maria Dinah Lim**

- Human Resource Officer II / Ms. Maria Dinah Lim  
Telephone No. (046) 413-1506


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.

ANNEX "A" OF P.O. NO. 92228

Supply and Delivery of T-Shirts for Branch Anniversary under ITB No. SV23-06-003TAG

Maria Dinah L. Lim

Signature over printed Name of Supplier

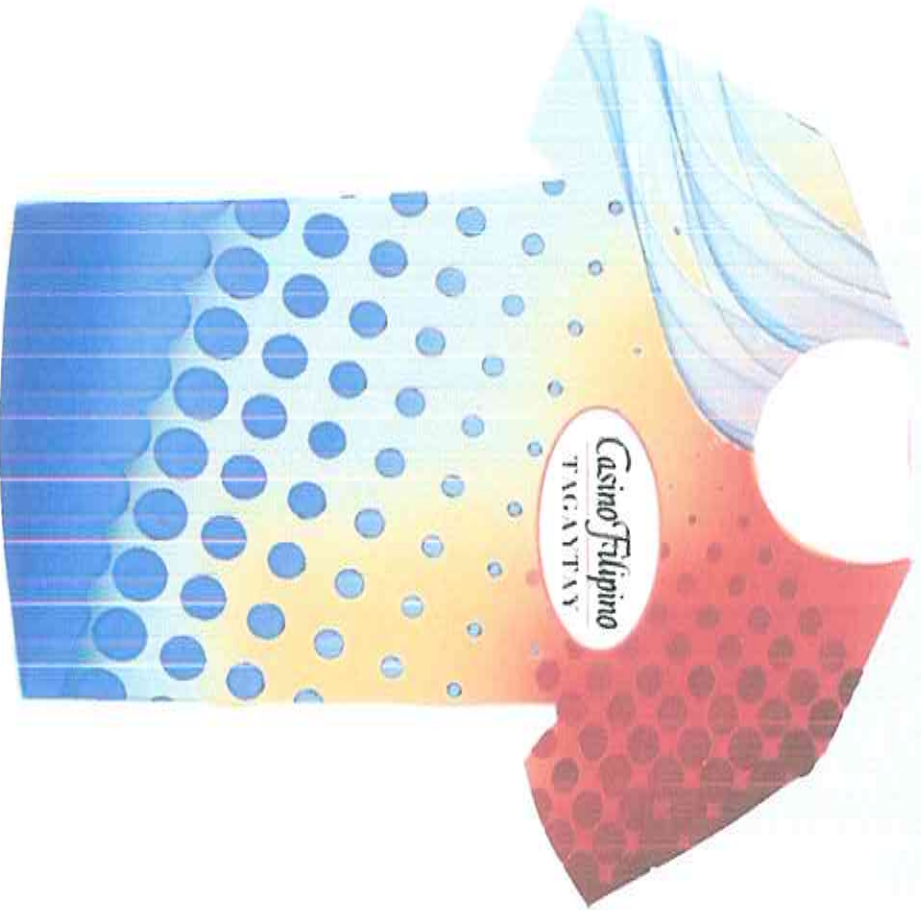
	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 4 of 4
		Form No.	PPD - 721
		Revision No.	3
		Effectivity	July 12, 2023

- 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. Should ZASHEN FASHIONS fail to replace the same within the agreed period, the ZASHEN FASHIONS 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 ZASHEN FASHIONS or collected from any securities or warranties posted by the ZASHEN FASHIONS. 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of Two Hundred Thirty-Three Thousand Seven Hundred Fifty Pesos (PhP233,750.00), VAT Exclusive, Zero-Rated Transaction upon completion of 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 # 92228.


  
 Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 92228  
 Supply and Delivery of T-Shirts for Branch Anniversary under ITB No. SV23-05-003TAG

Maria Dinah L. Lim



**FRONT**



**BACK**