



Philippine Amusement and Gaming Corporation

A Sure Bet for Progress in Gaming, Entertainment and Nation Building

PURCHASE ORDER

P.O. No. 27120

Page # 1

Supplier : C-ROF ROP MANUFACTURING COMPANY, INCORPORATED
Address : 756-B M.L. QUEZON ST., CABANCALAN, MANDAUE, CEBU CITY
TIN : 000-310-256-000
VAT : All Items are VAT Exclusive / Zero Rated

REQ.# 1
PO Date : 27 JUL 2023
ITB Number : SV23-06-002CEB
Buyer Code : PHB

Gentlemen :

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

Place of Delivery : CF-CEBU

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#70781	SECURITY DIVISION				
1 109001892	FIRE EXTINGUISHER 10 LBS DRY CHEMICAL HFC236FA BRAND NEW 10LBS	10.00	CYL	11,800.00	118,000.00
FMD#70780	SECURITY DIVISION				
2 109001123	FIRE EXTINGUISHER REFILL, ABC, 10 LBS. HFC236FA FOR REFILL 10LBS	24.00	UNIT	8,000.00	192,000.00

--- NOTHING FOLLOWS ---

SUB-TOTAL : 310,000.00
TOTAL : 310,000.00
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 310,000.00

Attachment: BUDGET, RV,

Remarks : FOR SECURITY USE

Total Amount in Words: THREE HUNDRED TEN THOUSAND 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
SBAM, FPMIS

Funds Available

:

:

Budget Authorization No.

GRAZIELA B. DIAZ

SAD

AVP/SA Accty Dept/Section:

Amount

Approved By:

MICHAEL JOSEPH J. BATTLE
BRANCH MANAGER



PURCHASE ORDER (P.O.) ANNEX

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Effectivity	February 07, 2023

**Purchase Order No.27120
Annex A - Terms and Conditions**

1. The total price stated in the **Purchase Order No.27120** already includes all applicable taxes, fees and charges required by the government. **RCP MANUFACTURING COMPANY, INCORPORATED** 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. **RCP MANUFACTURING COMPANY, INCORPORATED** shall complete the supply & delivery of goods within the time prescribed in the **PO No.27120**. Should **RCP MANUFACTURING COMPANY, INCORPORATED** incur delay in its performance, the **RCP MANUFACTURING COMPANY, INCORPORATED** 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 **RCP MANUFACTURING COMPANY, INCORPORATED** or collected from any securities or warranties posted by the **RCP MANUFACTURING COMPANY, INCORPORATED**. 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 **RCP MANUFACTURING COMPANY, INCORPORATED** still fails to deliver the item after the lapse of thirty (30) calendar days for Lot-1 New Fire Extinguishers and forty-five (45) calendar days for Lot-2 Refill of the Existing Fire Extinguishers 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 **RCP MANUFACTURING COMPANY, INCORPORATED** fails to comply with its undertakings under this **PO No.27120**, **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 No.27120** 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 No.27120** 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.

ANNEX "A" OF P.O. NO. 27120

Supply and Delivery of Two (2) Lots New Fire Extinguishers and Refill of the Existing Fire Extinguishers under ITB NO. SV23-06-002CEB

End-User: _____

MARY JANE CARPISO
ID #: 07-0391
Assistant Systems Officer

Signature over printed Name of Supplier

Mary Jane Carpiso



PURCHASE ORDER (P.O.) ANNEX

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6. The rights or obligations under this **PO No.27120** 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 No.27120** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.
7. This **PO No.27120** 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 No.27120** 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 No.27120** shall be binding UNLESS executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO No.27120** 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 No.27120**. 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 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 No.27120**, 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 No.27120** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO No.27120** 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. **RCP MANUFACTURING COMPANY, INCORPORATED** hereby further warrants and represents that:

ANNEX "A" OF P.O. NO. 27120

Supply and Delivery of Two (2) Lots New Fire Extinguishers and Refill of the Existing Fire Extinguishers under ITB NO. SV23-06-002CEB

End-User: 
 MARY JANE S. FERRERO
 ID # : 01 0391
 Assistant Branch Officer

Signature over printed Name of Supplier




PURCHASE ORDER (P.O.) ANNEX

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

Financial Quotation (Lot-1 ABC Php200,000.00)

Qty./Unit	Description	Unit Cost VAT Exclusive, Zero Rated Transaction	Total Cost VAT Exclusive, Zero Rated Transaction
10 units	Fire Extinguishers, Brand New HFC236fa (10lbs)	Php11,800.00	One Hundred Eighteen Thousand Pesos; Php118,000.00
NOTES: 1. The quotations (unit and total price) shall be rounded off up to two (2) decimal places. 2. Quotations must be gross of all applicable taxes and VAT Exclusive, Zero Rated transactions VALIDITY OF OFFER: Ninety (90) calendar days from the opening of Quotations. TERMS OF PAYMENT: Within thirty (30) calendar days upon submission of the required documents including Invoices/ Delivery Receipts, etc.			


from up to now

Additional Requirements	NEW UNITS <ul style="list-style-type: none"> • One-time delivery within thirty (30) calendar days upon acknowledgement of the NTP • Corrections of Defects: within seventy-two (72) hours from the receipt of notification • Warranty: Three (3) Years from the date of delivery
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ANNEX "A" OF P.O. NO. 27120
Supply and Delivery of Two (2) Lots New Fire Extinguishers and Refill of the Existing Fire Extinguishers under ITB NO. SV23-06-002CEB

End-User:

MARY JANE...
ID #...

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Financial Quotation: Lot-2 ABC Php195,000.00

Qty./Unit	Description	Unit Cost VAT Exclusive, Zero Rated Transaction	Total Cost VAT Exclusive, Zero Rated Transaction
24 units	Fire Extinguishers, For Refill HFC236fa (10lbs)	Php8,000.00	One Hundred Ninety-Two Thousand Pesos; Php192,000.00
NOTES: 1. The quotations (unit and total price) shall be rounded off up to two (2) decimal places. 2. Quotations must be gross of all applicable taxes and VAT Exclusive, Zero-Rated transactions VALIDITY OF OFFER: Ninety (90) calendar days from the opening of Quotations. TERMS OF PAYMENT: Within thirty (30) calendar days upon submission of the required documents including Invoices/ Delivery Receipts, etc.			

Additional Requirements	FOR REFILL <ul style="list-style-type: none"> Refill of extinguishers shall be on staggered basis within 45 calendar days from the acknowledgement of the NTP Correction of Defects: twenty-fours (24) hours from the receipt of notification Warranty: One (1) Year Warranty from the date of delivery
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- b. It has good title to the goods described in the **PO No.27120**, 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 seventy-two (72) hours for Brand New and twenty-four (24) hours for Refill upon receipt of notice. Should **RCP MANUFACTURING COMPANY, INCORPORATED** fail to replace the same within the agreed period, the **RCP MANUFACTURING COMPANY, INCORPORATED** 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 **RCP MANUFACTURING COMPANY, INCORPORATED**. In case the total sum of liquidated damages reaches ten percent (10%) of the total

ANNEX "A" OF P.O. NO. 27120

Supply and Delivery of Two (2) Lots New Fire Extinguishers and Refill of the Existing Fire Extinguishers under ITB NO. SV23-06-002CEB

End-User: _____

MARY JANE S. SORIANO
 ID: [Signature]
 Assistant General Manager

more of memo

