



# Philippine Amusement & Gaming Corporation

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

## PURCHASE ORDER

Page # 1

Supplier : D-BERBE BERBEN MERCHANT, INC.  
Address : 101 QUIHPO BLVD. BUCANA, TALOMO DAVAO CITY  
TIN : 006-177-936-000  
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 13736

SEQ.# 1  
PO Date : 28 JUL 2023  
ITB Number :  
Buyer Code : DAV

Gentlemen :

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

Place of Delivery :

Payment Term :

| Itemcode                                | Description                           | Quantity | Unit | Unit Cost | Amount    |
|---|---------------------------------------|----------|------|-----------|-----------|
| FMD#25220                               | INTERNAL SECURITY DIVISION            |          |      |           |           |
| 1 102009797                             | GAUGE, PRESSURE GAUGE                 | 33.00    | PC   | 200.00    | 6,600.00  |
| 2 104031534                             | HOSE                                  | 33.00    | PC   | 200.00    | 6,600.00  |
| 3 109003100                             | FIRE EXTINGUISHER REFILL, DRY, 20 LBS | 1.00     | UNIT | 1,600.00  | 1,600.00  |
| 4 109003354                             | FIRE EXTINGUISHER REFILL, DRY, 10 LBS | 33.00    | UNIT | 800.00    | 26,400.00 |
| - - - N O T H I N G F O L L O W S - - - |                                       |          |      |           |           |

Attachment: BUDGET, RV, AWARD OF CONTRACT, NOTICE OF AWARD

|                 |           |
|-----------------|-----------|
| SUB-TOTAL :     | 41,200.00 |
| TOTAL :         | 41,200.00 |
| LESS DISCOUNT : |           |
| CHARGE :        |           |
| GRAND TOTAL :   | 41,200.00 |

Remarks :

Total Amount in Words: FORTY ONE THOUSAND TWO HUNDRED 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.

*Marianne Kate B. Balagtas - BERBEN MERCHANT, INC.*  
Signature Over Printed Name of Supplier

Recommended by:

: Funds Available

REGINA C. LEMANA  
OIC-PPGS

:  
PRESCILLE LOU M. MACAPALA  
AVP/SA Acctg Dept/Section:  
: Budget Authorization No. DAV 2022-027 Amount ₱ 41,200.00

Approved By:

*ANTONIO V. CAVARRUBIAS*  
ANTONIO V. CAVARRUBIAS  
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. 13736  
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. **BERBEN MERCHANT INC.** 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. **BERBEN MERCHANT INC.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **BERBEN MERCHANT INC.** incur delay in its performance, the **BERBEN MERCHANT INC.** 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 **BERBEN MERCHANT INC.** or collected from any securities or warranties posted by the **BERBEN MERCHANT INC.** 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 **BERBEN MERCHANT INC.** 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 **BERBEN MERCHANT INC.** 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.

*Marianne G. Ueb. Date: 16-07-2023*  
Signature over printed Name of Supplier





**PURCHASE ORDER (P.O.) ANNEX**

|                     |               |
|---------------------|---------------|
| <b>Page No.</b>     | Page 2 of 4   |
| <b>Form No.</b>     | PPD - 721     |
| <b>Revision No.</b> | 3             |
| <b>Effectivity</b>  | July 12, 2023 |

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. **BERBEN MERCHANT INC.** hereby further warrants and represents that:

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

| Technical Description |  | QTY | UOM   |
|-----------------------|--|-----|-------|
| <b>Item Nos.</b>      | <b>REFILL OF FIRE EXTINGUISHERS AND REPLACEMENT OF HOSE AND CENTER GAUGE</b> |     |       |
| 1                     | FIRE EXTINGUISHER REFILL<br>• 20Lbs., Dry Chemical, ABC Type                 | 1   | UNIT  |
| 2                     | FIRE EXTINGUISHER REFILL<br>• 10 Lbs. Dry Chemical, ABC Type                 | 33  | UNIT  |
| 3                     | HOSE FOR 10LBS FIRE EXTINGUISHER   | 33  | PIECE |
| 4                     | CENTER GAUGE FOR 10LBS FIRE EXTINGUISHER                                     | 33  | PIECE |





**PURCHASE ORDER (P.O.) ANNEX**

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

**ADDITIONAL TERMS AND CONDITIONS**

**Delivery Schedule:** Within **fifteen (15) calendar days** which will commence upon the receipt of the Purchase Order/ Contract or upon advice of the end-user.

**Place of Delivery:** Casino Filipino- Grand Regal, Grand Regal Hotel, Km. 7 Lanang, Davao City

The winning SUPPLIER shall agree to provide one (1) year warranty period against chemical deterioration & leakage, provided, the seal on the goods delivered are not tampered or broken. Replacement for defective or substandard goods shall be made within fifteen (15) calendar days upon the written request of the PAGCOR.

All parts and materials to be supplied shall always be Brand New Genuine parts.

**PAGCOR** shall have the right to inspect and / or test the goods to confirm their conformity to the technical specifications.

**SUPLLIER** shall verify technical specifications or other details with Security Division for clarifications.

The **SERVICE PROVIDER** shall surrender all the replaced parts / materials to **PAGCOR** which will be needed for the Waste Material Report. Failure to do so will delay payment of the service being rendered.

**PAGCOR** shall have the right to inspect and / or test the goods to confirm their conformity to the technical specifications.

The **SERVICE PROVIDER** shall submit to PAGCOR a detailed billing for services, labor and parts supplied supported by a Job Order which will form part of the processing of payment.

Payment shall be made as billed based on actual delivery, upon submission of Statement of Account at CF-Grand Regal Main Office and shall not exceed the total Contract Price.

- 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 fifteen (15) calendar days upon receipt of notice. Should **BERBEN MERCHANT INC.** fail to replace the same within the agreed period, the **BERBEN MERCHANT INC.** 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 **BERBEN MERCHANT INC.** or In case the total

ANNEX "A" OF P.O. NO. 13736

Refill of Fire Extinguishers and Replacement of Hose and Center Gauge  
under ITB NO.SV23-06-003DAV



**PURCHASE ORDER (P.O.) ANNEX**

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

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 **Forty-One Thousand Two Hundred Pesos (Php 41,200.00)**, 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 # 13736.

*Mariann Kate B. Balagtas Aug. 02, 2023*  
**Signature over printed Name of Supplier/Date**