

Purchase Order No. 6792
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 and Delivery of Rented Chairs & Tables 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.
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

Approved

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. **TPV TRADING** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

QUANTITY	DESCRIPTION
Four Thousand Eight Hundred (4,800) Pieces	CHAIRS
	Monoblock chair
	Lightweight
	Stackable
	Plastic type: Polypropylene
	White
Two Hundred Fifty (250) Pieces	TABLES
	Wooden table
	Stackable
	Plywood w/ boarder
	8 sitter per table w/ table cloth
	With foldable metal stand
Payment shall based on actual delivery	

- 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.

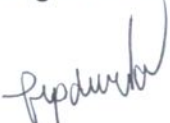

 Signature over printed Name of Supplier

- d. The defective items shall be replaced within three (3) 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.
- 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.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **TPV TRADING**, a warranty shall be required from it for a minimum of three (3) months after performance and acceptance of the contract.

.12 Schedule of payment: PAGCOR shall pay in progressive / partial billing of the total amount One Hundred Twenty Nine Thousand One Hundred Pesos (PhP129,100.00), VAT Exclusive, Zero Rated Transaction, based on the schedule of delivery:

Schedule of Delivery	Description	Quantity	Schedule of Payment
1 st Delivery	Chairs	1,200 pieces	Thirty Two Thousand Five Hundred Sixty Pesos (PhP32,560)
	Tables	64 pieces	
2 nd Delivery	Chairs	1,200 pieces	Thirty Two Thousand One Hundred Eighty Pesos (PhP32,180)
	Tables	62 pieces	
3 rd Delivery	Chairs	1,200 pieces	Thirty Two Thousand One Hundred Eighty Pesos (PhP32,180)
	Tables	62 pieces	
4 th Delivery	Chairs	1,200 pieces	Thirty Two Thousand One Hundred Eighty Pesos (PhP32,180)
	Tables	62 pieces	
Grand Total	Chairs	4,800 pieces	One Hundred Twenty Nine Thousand One Hundred Pesos (PhP129,100.00)
	Tables	250 pieces	

13. This Annex A, consisting of three (3) pages, shall form part of PO # 6792.


 FE P. DE VERA

Signature over printed Name of Supplier/Date



PURCHASE ORDER

HYATT - MANILA
Casino Filipino

Page # 1
 Supplier : TPV TPV TRADING
 Address : BLK 20 LOT 32 GOLDEN CITY, CANLALAY, BIRAN, LAGUNA
 TIN : 126-896-349-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. **6792**
 SEQ.# 1
 PO Date : 29 FEB 2016
 Mode of Purchase: **SMALL VALUE PROCUREMENT**
 Buyer Code : **FEA**

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

Place of Delivery : CF-MALATE

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#33734	MARKETING SECTION				
1 118002114	CHAIRS, MONDBLOCK CHAIRS	4,800.00	UNIT	17.00	81,600.00
2 118002115	TABLE, MONDBLOCK TABLE WOODEN TABLE	250.00	UNIT	190.00	47,500.00

--- NOTHING FOLLOWS ---

Attachments:RV ANNEX A AWARD OF CONTRACT NOA

Remarks :ITB NO. SVP16-0003MAL

SUB-TOTAL : 129,100.00
 TOTAL : 129,100.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : **129,100.00**

Total Amount in Words:ONE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED PESOS ONLY

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before _____.
- > 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.
- > All FREE items that come with the item/s purchased must be included reflected in the Delivery Receipt/Sales Invoice.

FE P. DE JENA

Signature Over Printed Name of Supplier

"This is to certify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9184, its Implementing Rules and Regulations and other applicable laws".

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

Recommended by:

Leah M. Clemente
 LEAH M. CLEMENTE
 SR. BR. ADMIN MANAGER, PPGS

: Funds Available

:

:

: Budget Authorization No.

MA. VERONICA R. ALINDOGAN A

AVP/SA Acctg Dept/Section:

Amount

Approved By:

Andres P. Lizares
 ANDRES P. LIZARES
 GENERAL MANAGER