



PURCHASE ORDER

Page # 1

Supplier : MESA MESA MARKETING
 Address : 446 SAN FERNANDO STREET, BINONDO, MANILA
 TIN : 103-916-601-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 1992
 SER.# 1
 PO Date : 28 JUN 2022
 ITB Number :
 Buyer Code : ACB

Gentlemen :

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

Place of Delivery : PAGCOR IMET BUILDING PASAY

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PRD#19746	TREASURY DEPARTMENT				
1 309019355	OTH ENG/FAB CAPITAL EXP PUNCHER	50.00		6,888.00	344,400.00
--- NOTHING FOLLOWS ---					

Attachment:RV, AFP(2022), BAC RESO

Remarks :

Total Amount in Words:THREE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED PESOS ONLY

SUB-TOTAL	:	344,400.00
TOTAL	:	344,400.00
LESS DISCOUNT	:	
CHARGE	:	
GRAND TOTAL	:	344,400.00

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 use Order upon delivery.

Signature Over Printed Name of Supplier

Recommended by:

ROMENA B. DITON
 SENIOR PROCUREMENT OFFICER

: Funds Available

:

: Budget Authorization No.


SHARON S.J. QUINTANILLA

AMP/SA Acctg Dept/Section

2110-0645 Amount ₱ 344,400.00

Approved By:

CHRISTINE ROSE J. FERNANDEZ
 ASSISTANT VICE PRESIDENT

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*Purchase Order No. 1992
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. **MCSA MARKETING** 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. **MCSA MARKETING** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **MCSA MARKETING** incur delay in its performance, it shall pay liquidated damages in the amount of at least 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 warranties posted by the **SUPPLIER**. 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 **MCSA MARKETING** 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 **MCSA MARKETING** 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

ANNEX "A" OF P.O. NO. 1992

Supply and Delivery of Hole Puncher Heavy Duty under ITB NO. SV22-00-002CORb-03


 Signature over printed Name of Supplier

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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. MCSA MARKETING hereby further warrants and represents that:

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


Technical Description	Quantity / UOM
TWO HOLE PUNCHER (HEAVY DUTY) <ul style="list-style-type: none"> ➤ Hole Distance: 80mm ➤ Punching Capacity: 150 – 200 sheets ➤ Hole Diameter: 6 – 7mm ➤ Throat Depth: 12mm ➤ Dimension (LxWxH): 33-40 x 17-30 x 17.5-35.5 cm approximately ➤ Features: <ul style="list-style-type: none"> ✓ Double side self-centering gauge/guide bar ✓ Ergonomic handle for effortless punching ✓ Robust construction ✓ Ant-skid feet to avoid desktop from scratches ➤ Accessories: <ul style="list-style-type: none"> ✓ 10 pieces punching male die blade ✓ 10 pieces of punching disk 	50 Units,
ADDITIONAL TERMS AND CONDITIONS	
Delivery Period: Within fifteen (15) calendar days from date of receipt of Purchase Order (P.O.)/Contract or upon advice of the end-user	

ANNEX "A" OF P.O. NO. 1992

Supply and Delivery of Hole Puncher Heavy Duty under ITB NO. SV22-00-002CORb-03

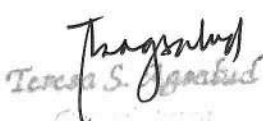
Signature over-printed Name of Supplier

 Teresita S. Peralta

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Delivery Place: Corporate Supplies Section, LMD, PAGCOR Main Corporate Office, IMET BPO Tower, CBP-1A, Metropolitan Park, Roxas Boulevard, Pasay City
With at least six (6) months warranty
Replacement of defective item/s found during the inspection or those found with latent defects should be made within ten (10) calendar days upon receipt of advice from PAGCOR
Accessories should be available within five (5) years from the date of purchase
Supplier should provide product literature or brochure upon submission of sealed quotation

- 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 seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **MCSA MARKETING** 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **Three Hundred Forty-Four Thousand Four Hundred Pesos (PhP344,400.00)**, 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 three (3) pages, shall form part of PO # 1992.\

 Aug. 4, 2022

Signature over printed Name of Supplier/Date