



PURCHASE ORDER

HYATT - MANILA
Casino Filipino

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

P.O. No. 6952
 SEQ.# 1
 PO Date : 18 FEB 2021
 ITB Number : SV21-01-002MAL
 Buyer Code : MRH

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

Place of Delivery : LOGISTICS SECTION CF-MALATE Payment Term : PER ANNEX A

| Itemcode : | Description : | Quantity : | Unit : | Unit Cost : | Amount |
|-------------------------|--|------------|--------|-------------|------------|
| PMD#36932 | LOGISTICS MANAGEMENT SECTION | | | | |
| 1 102001064 | BATTERY, EZ, AAA | 208.00 | PC | 28.75 | 5,980.00 |
| 2 101014007 | PAPER, COMPUTER, PLAIN, 9-1/2 X 11,3 PLY | 84.00 | BOX | 908.50 | 76,314.00 |
| 3 101002064 | PAPER, COPY PAPER A4 | 1,298.00 | REAM | 166.75 | 216,441.50 |
| --- NOTHING FOLLOWS --- | | | | | |

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

Remarks :

SUB-TOTAL : 298,735.50
 TOTAL : 298,735.50
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 298,735.50

Total Amount in Words: TWO HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED THIRTY FIVE PESOS AND 50/100 CML

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be in accordance with the date specified in the Notice to Proceed.
- > 1/10 or 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, *Supplemental* Invoice and Purchase Order upon delivery.

P. DE VERA
 Signature Over Printed Name of Supplier

Recommended By: *[Signature]* : Funds Available *[Signature]*
 : GILDA V. VERZOSA
 CORNELIUS M. SUZA : AVP/SA Acctg Dept/Sections
 SBAM, PLFR : Budget Authorization No. **MAL-04-21-Amount**
02-046

Approved By: *[Signature]*
 ENRICO V. LIVELG
 GENERAL MANAGER

PURCHASE ORDER NO. 6962
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, the **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. The **TPV TRADING** shall complete the Supply and Delivery of Goods 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 constitute, a waiver of any other provision, whether similar or not similar, nor shall

ANNEX "A" – TERMS AND CONDITIONS OF P.O. NO. 6962
Supply and Delivery of Battery Size AAA, Continuous Form 3 Ply and Multicopy Paper A4 under ITB no. SV21-01-002MAL

Signature over printed Name of Supplier

P. DE VERA

Procedural

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:

| ITEM NO. | QTY | ITEM DESCRIPTION |
|--|------------|--|
| 1 | 208 pieces | BATTERY SIZE AAA 1.5 volts, Alkaline, No mercury and cadmium added, For use in high drain devices, e.g. high powered flashlight, transistor radio, mini fan portable hand tools, etc, minimum of thirty(30) minutes w/ a current draw of 1.0amp until cut-off at 1 volt, Shelf life: Five(5) years min from date of acceptance |
| 2 | 84 Boxes | CONTINUOUS FORM 3 PLY Size: 280mm x 241mm (11" x 9-1/2"), Chemical coated plain white bond or equivalent; Carbonless with crimping and with side perforation; Shall have sprocket feed holes in both left-hand and right-hand margins. |
| 3 | 1,298 roll | MULTICOPY PAPER A4 80GSM, A4, 210mm x 297mm, Trim size 500 sheets per ream |
| Period for Correction of Defects: Within seven (7) calendar days from receipt of notice from PAGCOR. | | |
| Delivery Schedule: The winning SUPPLIER shall deliver within thirty (30) calendar days from the receipt of the Notice to Proceed. | | |
| Delivery Site: Logistics Management Section, Casino Filipino - Malate, 1588 AG New Coast Hotel, Mabini cor. Pedro Gil Sts. Malate, Manila, 9:00 a.m. to 5:00 p.m. | | |

- 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.

Signature over printed Name of Supplier

JE P. DE VERA

- 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 the **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.
12. Delivery Schedule: **TPV TRADING** shall complete the supply and delivery of all the requirements provided under Item 11.a, at the Casino Filipino - Malate, 1588 New Coast Hotel, Mabini cor. Pedro Gil Sts. Malate, Manila, within thirty (30) calendar days from the date of receipt of the Notice to Proceed by the winning supplier.
 13. Schedule of payment: PAGCOR shall pay the total amount of **Two Hundred Ninety Eight Thousand Seven Hundred Thirty Five Pesos and 50/100 (298,735.50), VAT Exclusive, Zero-Rated Transaction**, from the formal acceptance (issuance of the IAR).
 14. This Annex A, consisting Three (3) pages, shall form part of PO # 6962.


P. DE NERA

FEB 22 2021

Signature over printed Name of Supplier/Date