



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

PURCHASE ORDER

Page # 1
 Supplier : C-MOCAE VANDEX COMPUTER CENTER AND ENTERPRISES
 Address : 255-A SB CABAHUG ST., IDADAO, MANDALUAY CITY
 TIN : 105-054-789-001
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26908
 SER.# 1
 PO Date : 4 NOV 2021
 ITB Number : SU21-09-006CEB
 Buyer Code : EAL

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
PMD#69929	STOCK REPLENISHMENT - PPD				
1 101023102	PLASTIC SANDO BAG W/ LOGO (LARGE)	58.00	PACK	635.00	36,830.00
2 101023131	PLASTIC SANDO BAG W/ LOGO (MEDIUM)	139.00	PACK	425.00	59,075.00
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CAGF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks : FOR STOCK REPLENISHMENT.
 Total Amount in Words: NINETY FIVE THOUSAND NINE HUNDRED FIVE PESOS ONLY

SUB-TOTAL :	95,905.00
TOTAL :	95,905.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	95,905.00

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 Purchase Order upon delivery.

[Signature]
 Signature Over Printed Name of Supplier

Recommended by:
 CELESTE B. JAVIER
 ACTING SBAM, PLFM

: Funds Available
 :
 :
 : Budget Authorization No. 2102-002 Amount ₱95,905.00

Approved By:
[Signature]
 MA. CONSOLACION A. PASION
 OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

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Effectivity	March 11, 2021

***Purchase Order No.26988
Annex A - Terms and Conditions***

1. The total price stated in the **Purchase Order No.26988** already includes all applicable taxes, fees and charges required by the government. **VANNIX COMPUTER CENTER AND ENTERPRISES** 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. **VANNIX COMPUTER CENTER AND ENTERPRISES** shall complete the supply & delivery of goods within the time prescribed in the **PO No.26988**. Should **VANNIX COMPUTER CENTER AND ENTERPRISES** 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 **VANNIX COMPUTER CENTER AND ENTERPRISES** 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 **VANNIX COMPUTER CENTER AND ENTERPRISES** fails to comply with its undertakings under this **PO No.26988**, **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.26988** 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.26988** 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 No.26988** 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.26988** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

ANNEX "A" OF P.O. NO. 26988

Supply and Delivery of Office Supplies (Sando Bag Plastic with print PAGCOR Logo)
under ITB NO. SU21-09-006CEB

End-User: 

Signature over Printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

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7. This **PO No.26988** 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.26988** 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.26988** shall be binding **UNLESS** executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO No.26988** 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.26988**. 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 No.26988**, 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.26988** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO No.26988** 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. **VANNIX COMPUTER CENTER AND ENTERPRISES** hereby further warrants and represents that:

Signature of Supplier
Printed Name of Supplier

ANNEX "A" OF P.O. NO. 26988

Supply and Delivery of Office Supplies (Sando Bag Plastic with print PAGCOR Logo)
under ITB NO. SU21-09-006CEB

End-User: _____



PURCHASE ORDER (P.O.) ANNEX

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

Quantity / UOM /	Technical Description	Unit Cost	Total Cost
58 packs	PLASTIC SANDO BAG W/ LOGO (LARGE) 100 PIECES/PACK	PHP 635.00	PHP 36,830.00
139 packs	PLASTIC SANDO BAG W/ LOGO (MEDIUM) 100 PIECES/PACK	PHP 425.00	PHP 59,075.00
Grand Total Amount		Ninety-Five Thousand Nine Hundred Five Pesos only PHP 95,905.00	
ADDITIONAL TERMS AND CONDITIONS:			
<ol style="list-style-type: none"> Price indicated should be VAT Exclusive Zero Rated Transaction. The total payment should not exceed the total contract cost. The Supplier must verify the End-User for the complete specification. For the PAGCOR logo, actual sample will be provided by the End-User 			
White plastic bag with PAGCOR Logo.			
SCHEDULE OF DELIVERY:			
Within thirty (30) calendar days from the acknowledgement date of Notice to Proceed.			
PLACE OF DELIVERY:			
Casino Filipino – Cebu Main, Waterfront Hotel & Casino Salinas Drive, Lahug, Cebu City.			

Signature over printed Name of Supplier

- b. It has good title to the goods described in the **PO No.26988**, 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 **VANNIX COMPUTER CENTER AND ENTERPRISES** 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.

ANNEX "A" OF P.O. NO. 26988
Supply and Delivery of Office Supplies (Sando Bag Plastic with print PAGCOR Logo)
under ITB NO. S021-09-006CEB

End-User:



PURCHASE ORDER (P.O.) ANNEX

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13. Schedule of payment: **PAGCOR shall pay in the total amount of Ninety-Five Thousand Nine Hundred Five Pesos only (PHP 95,905.00), 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 No.26988**.

Jaypee P. Arseno 22, 12, 2021

Signature over printed Name of Supplier/Date

Vsanix Computer Center Enterprises

ANNEX "A" OF P.O. NO. 26988

Supply and Delivery of Office Supplies (Sando Bag Plastic with print PAGCOR Logo) under ITB NO. SU21-09-006CEB

End-User: *[Signature]*