



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 1

Supplier : C-RCP RCP MANUFACTURING COMPANY, INCORPORATED
Address : 756-B M.L. QUEZON ST., CABANALAN, MANDAUE, CEBU CITY
TIN : 000-310-256-000
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26777

SEL.# 1
PO Date : 9 DEC 2021
ITB Number : SM21-11-010028
Buyer Code : PHD

Gentlemen :

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

Place of Delivery : CF-CEBU

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMOH70051	SECURITY DIVISION				
1 109003359	FIRE EXTINGUISHER, HCFC 123, 10 LBS. 5 KGS. 10LBS GREEN HCFC	30.00	UNIT	6,400.00	192,000.00
--- NOTHING FOLLOWS ---					

Attachment:RV, AWARD OF CONTRACT,

Remarks :FOR SECURITY USE

Total Amount in Words:ONE HUNDRED NINETY TWO THOUSAND PESOS ONLY

SUB-TOTAL :	192,000.00
TOTAL :	192,000.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	192,000.00

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 Over Printed Name of Supplier

Recommended by

CELESTE B. JAVIER
ACTING SPAN, PLFM

: Funds Available

:

: Budget Authorization No.

GRAZIELA B. DIAZ SMO

(MP/SA Acctg Dept/Section:

Amount

Approved By:

MA. CONSOLACION A. PASION
OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

*Purchase Order No.26997
Annex A - Terms and Conditions*

1. The total price stated in the **Purchase Order No.26997** already includes all applicable taxes, fees and charges required by the government. **RCP MANUFACTURING COMPANY, 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. **RCP MANUFACTURING COMPANY, INC.** shall complete the supply & delivery of goods within the time prescribed in the **PO No.26997**. Should **RCP MANUFACTURING COMPANY, INC.** 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 **RCP MANUFACTURING COMPANY, 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 **RCP MANUFACTURING COMPANY, INC.** fails to comply with its undertakings under this **PO No.26997**, **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.26997** 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.26997** 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.26997** 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.26997** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 26997

Supply and Delivery of Refill for Fire Extinguishers under ITB NO. SV21-11-010CEB
End-User: _____



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

7. This PO No.26997 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.26997 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.26997 shall be binding UNLESS executed in writing by the PARTIES. No waiver of any of the provisions of this PO No.26997 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.26997. 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.26997, 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.26997 in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO No.26997 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. RCP MANUFACTURING COMPANY, INC. hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Signature over printed Name of Supplier

Quantity / UOM	Technical Description	Unit Cost	Total Cost
30 tanks	REFILL FIRE EXTINGUISHERS (GREEN HCFC) Chemical Content: DICHLORO TRIFLOURO Capacity: 10lbs. Full Weight: 4.5kg. Operating Pressure: 1344 KPA at 28c Testing Rating: 2.5MPA Operable Temperature: 40c to 48c	PHP 6,400.00	One Hundred Ninety-Two Thousand Pesos only <u>PHP 192,000.00</u>



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 3 of 3
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021


SCHEDULE OF DELIVERY:

Within thirty (30) calendar days commencing from the date of receipt by the winning bidder of the Notice to Proceed.

PLACE OF DELIVERY:

Casino Filipino – Cebu Main, Waterfront Hotel & Casino Salinas Drive, Lahug, Cebu City.

- b. It has good title to the goods described in the **PO No.26997**, 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 **RCP MANUFACTURING COMPANY, INC.** 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 **One Hundred Ninety-Two Thousand Pesos only (PHP 192,000.00), 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 three (3) pages, shall form part of **PO No.26997**.


LEO ANGELO SAM RCP 12-14-21
Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 26997

Supply and Delivery of Refill for Fire Extinguishers under ITB NO. SV21-11-010CEB
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