

Purchase Order No. 26925
(Annex A – Terms and Conditions)

1. The total price stated in the **PO#26925** already includes all applicable taxes, fees and charges required by the government. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** 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. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** shall complete the **SERVICES** within the time prescribed in the **PO#26925**. Should **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** 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 unperformed portion 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 **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** still fails to render the services after the lapse of six (6) months from the supposed date of supply of service, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the purchase.

3. In the event that **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** fails to comply with its undertakings under this **PO#26925**, **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#26925** 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#26925** 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#26925** 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#26925** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26925** 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#26925** constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous

ANNEX "A" OF PO NO.26925

Procurement of One (1) Time PMS of Six (6) Units Step-down Transformer under ITB No.
SV20-02-006CEBa-09

Page 1 of 4



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agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this **PO#26925** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26925** 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#26925**. 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#26925**, 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#26925** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26925** in its entirety or in part.
11. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** hereby further warrants and represents that:
 - a. The Scope of Services shall be described as follows:

QUANTITY	DESCRIPTION
1 LOT	<p style="text-align: center;">Procurement of One (1) Time PMS of Six (6) Units Step-down Transformer</p> <p>The CONTRACTOR shall undertake the technical and professional supply of services (one-time only) at Casino Filipino-Cebu and Mactan Satellite of the Step-down Transformer which shall include the following:</p> <p>SCOPE OF WORKS:</p> <ul style="list-style-type: none"> • Mobilization. • Complete cleaning of Enclosure and bus-ways. • Retightening of connector bolts and nuts. • Insulation testing of main and auxiliaries. • Re-greasing of all latching mechanisms. • Simulation testing of controllers. • Adjust and check auxiliaries. • Supply of consumables and other miscellaneous materials. • Turn-over to End-User. <p>SCHEDULE OF EQUIPMENT:</p> <p>a. CF-Cebu – 1 X 1000KVA, 1 X 750KVA, 1 X 650KVA and 1 X 300KVA. b. Mactan Satellite – 1 X 750KVA 1 X 300KVA.</p>

ANNEX "A" OF PO NO.26925
 Procurement of One (1) Time PMS of Six (6) Units Step-down Transformer under ITB No. SV20-02-006CEBa-09



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	ADDITIONAL REQUIREMENTS: <ol style="list-style-type: none"> 1. Must be a licensed and certified electrical hi-voltage substation Contractor. 2. List of clients or projects similar to the above and including electrical installations. <p>Proposed implementation date: Casino closing, December 24-25, 2020</p> <table border="1"> <thead> <tr> <th>Amount in Words</th> <th>Bid Amount</th> </tr> </thead> <tbody> <tr> <td>One Hundred Thirty-Four Thousand Pesos only (Vat Exclusive, Zero Rated Transaction)</td> <td>PHP 134,000.00</td> </tr> </tbody> </table>		Amount in Words	Bid Amount	One Hundred Thirty-Four Thousand Pesos only (Vat Exclusive, Zero Rated Transaction)	PHP 134,000.00
Amount in Words	Bid Amount					
One Hundred Thirty-Four Thousand Pesos only (Vat Exclusive, Zero Rated Transaction)	PHP 134,000.00					
Completion Period	One (1) time supply of service within six (6) months from the acknowledgement date of Notice to Proceed.					
Delivery Place	Casino Filipino – Cebu, Logistics Section, Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City					

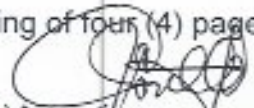
- b. It is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines, and it has the requisite power and authority to enter into and perform its obligations under this **PO#26925**.
 - c. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
 - d. That the Service to be rendered herein shall be as described under item a. of this **PO#26925**. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** warrants that it has secured all the necessary government licenses and permits to allow it to render the Service agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Service.
 - e. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** has good title and/or full authority to supply the services in this **PO#26925**, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
 - f. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** will 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 item/s contained in Article I herein.
 - g. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
12. **PAGCOR** shall pay in the total amount of **ONE HUNDRED THIRTY-FOUR THOUSAND PESOS ONLY (PHP 134,000.00)**, VAT Exclusive, Zero Rated Transaction.



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13. This Annex A, consisting of four (4) pages, shall form part of PO#26925


JOVENAL A. CODILLA NOV 25 2020
Signature over printed Name of Supplier/ Date



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