



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 1
 Supplier : C-JTE JJI BUILDING APPLICATION TRADING
 Address : VILLARCAYO, CARMEN, BOHOL
 TIN : 440-961-337-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26965
 SER.# 2
 PO Date : 16 JUL 2021
 ITB Number : SLD1-06-000283
 Buyer Code : ENL

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

Place of Delivery : CF-CERU Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PYDA6938/ 1 100002576	GEN. SERVICES SECTION SUPPLY & DELIVERY OF AIR-CONDITIONING PARTS FOR PARADISE SATELLITE CASINO	1.00	LOT	230,900.00	230,900.00
--- NOTHING FOLLOWS ---					

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

Remarks: FOR BUILDING MAINTENANCE USE.

SUB-TOTAL :	230,900.00
TOTAL :	230,900.00
LESS DISCOUNT :	
CHANGE :	
GRAND TOTAL :	230,900.00

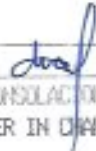
Total Amount in Words: TWO HUNDRED THIRTY THOUSAND NINE HUNDRED PESOS ONLY


- 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:  7/16/21
 CELESTE P. JAVIER
 ACTING SR. PLFMS

: Funds Available _____
 : _____ GRAZIELA B. DIAZ SRD
 : _____ AM/CA Actg Dept/Section
 : Budget Authorization No. _____ Amount _____

Approved By: 
 MA. CONSOLACION A. PASION
 OFFICER IN CHARGE

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		Effectivity	March 11, 2021

**Purchase Order No.26963
Annex A - Terms and Conditions**

1. The total price stated in the **Purchase Order No.26963** already includes all applicable taxes, fees and charges required by the government. **JJI BUILDING APPLICATION 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. **JJI BUILDING APPLICATION TRADING** shall complete the supply & delivery of goods within the time prescribed in the **PO No.26963**. Should **JJI BUILDING APPLICATION 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 **JJI BUILDING APPLICATION 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 **JJI BUILDING APPLICATION TRADING** fails to comply with its undertakings under this **PO No.26963**, **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.26963** 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.26963** 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.26963** 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.26963** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

ANNEX "A" OF P.O. NO. 26963

Supply and Delivery of Air-Conditioning Parts for Parkmall Satellite Casino under
ITB NO. SU21-06-002CEB

End-User: 

Date: _____
Signature over printed Name of Supplier



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7. This PO No.26963 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.26963 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.26963 shall be binding UNLESS executed in writing by the PARTIES. No waiver of any of the provisions of this PO No.26963 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.26963. 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.26963, 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.26963 in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO No.26963 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. JJI BUILDING APPLICATION TRADING hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Quantity / UOM / Technical Description	Unit Cost	Total Cost
4 units Compressor, ACU, 5TR, Scroll, LRA125/132 3PH, 208-230V, 60HZ, R22	PHP 38,000.00	PHP 152,000.00
2 units Compressor, ACU, 3TR, LRA81,	PHP 26,800.00	PHP 53,600.00

ANNEX "A" OF P.O. NO. 26963

Supply and Delivery of Air-Conditioning Parts for Parkmall Satellite Casino under ITB NO. SU21-06-002CEB

Print-Here: ✓

Signature over Printed Name of Supplier



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1PH, 208-230V, 60HZ, R22		
2 units Compressor, ACU, 1.5HP, LRA33, 1PH, 208-230V, 60HZ, R22	PHP 12,650.00	PHP 25,300.00
Grand Total Amount		Two Hundred Thirty Thousand Nine Hundred Pesos only PHP 230,900.00
ADDITIONAL TERMS AND CONDITIONS: Service Provider/Supplier must be Cebu based Air-Conditioning Supplier/Installer.		
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.		

Signature over pyrited Name of Supplier

- b. It has good title to the goods described in the **PO No.26963**, 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 **JJI BUILDING APPLICATION 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.
13. Schedule of payment: **PAGCOR** shall pay in the total amount of **Two Hundred Thirty Thousand Nine Hundred Pesos only (PHP 230,900.00)**, **VAT Exclusive, Zero-Rated Transaction** upon completion of delivery of the goods and upon **PAGCOR's** issuance of Certificate of Acceptance.


End-User:



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14. This Annex A, consisting of four (4) pages, shall form part of PO No.26963.


Dulce A. Borja 07-21-21

Signature over printed Name of Supplier/Date