



# Philippine Amusement and Gaming Corporation

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

## PURCHASE ORDER

Page # 1  
 Supplier : MONARK MONARK EQUIPMENT CORPORATION  
 Address : 150 E. RODRIGUEZ JR. AVENUE, LIBIS, QUEZON CITY  
 TIN : 000-385-447-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26772

SEQ.# 1  
 PO Date : 15 SEP 2021  
 ITB Number : S021-07-00323  
 Buyer Code : LDI

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     |
|--------------------------|--|----------|------|------------|------------|
| PYDM69429<br>1 100002576 | GEN. SERVICES SECTION<br>SUPPLY & DELIVERY<br>SUPPLY OF PARTS, LABOR AND<br>MATERIALS FOR THE REPLACEMENT<br>OF ENGINE RADIATOR CORE OF<br>GENERATOR SET #2 OF CF-CEBU | 1.00     | LIT  | 109,364.00 | 109,364.00 |
| --- NOTHING FOLLOWS ---  |  |          |      |            |            |

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

SUB-TOTAL : 109,364.00  
 TOTAL : 109,364.00  
 LESS DISCOUNT :  
 CHANGE :  
 GRAND TOTAL : 109,364.00

Remarks : FOR CF-CEBU

Total Amount in Words: ONE HUNDRED NINE THOUSAND THREE HUNDRED SIXTY FOUR 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  
 CELESTE B. JAVIER  
 ACTING SGM, PLFM

Funds Available :  
 :  
 :  
 Budget Authorization No. CEB102-052 amount ₱109,364.00

Approved By:

MA. CONSOLACION A. TUSTON  
 OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

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| Revision No. | 0              |
| Effectivity  | March 11, 2021 |

*Purchase Order No.26972  
Annex A - Terms and Conditions*

1. The total price stated in the **Purchase Order No.26972** already includes all applicable taxes, fees and charges required by the government. **MONARK EQUIPMENT CORPORATION** 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. **MONARK EQUIPMENT CORPORATION** shall complete the supply & delivery of goods within the time prescribed in the **PO No.26972**. Should **MONARK EQUIPMENT CORPORATION** 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 **MONARK EQUIPMENT CORPORATION** 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 **MONARK EQUIPMENT CORPORATION** fails to comply with its undertakings under this **PO No.26972**, **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.26972** 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.26972** 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.26972** 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.26972** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

Signature over printed Name of Supplier

*Vanessa Faust*

ANNEX "A" OF P.O. NO. 26972

Supply of Parts, Labor and Materials for the Replacement of Engine Radiator Core of Generator Set #2 of CF-Cebu under ITB NO. SU21-07-003CEB

End-User: *[Signature]*



PURCHASE ORDER (P.O.) ANNEX


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7. This **PO No.26972** 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.26972** 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.26972** shall be binding **UNLESS** executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO No.26972** 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.26972**. 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.26972**, 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.26972** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO No.26972** 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. **MONARK EQUIPMENT CORPORATION** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

| Quantity / UOM / Technical Description  | Unit Cost      | Total Cost  |
|---|----------------|---|
| Supply of Parts, Labor and Materials for the Replacement of Engine Radiator Core of Generator Set #2 of CF-Cebu | PHP 109,364.00 | <b>One Hundred Nine Thousand Three Hundred Sixty-Four Pesos only</b><br><b>PHP 109,364.00</b> |

ANNEX "A" OF P.O. NO. 26972

Supply of Parts, Labor and Materials for the Replacement of Engine Radiator Core of Generator Set #2 of CF-Cebu under ITB NO. SU21-07-003CEB

End-User: 

Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

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**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.26972**, 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 **MONARK EQUIPMENT CORPORATION** 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 Nine Thousand Three Hundred Sixty-Four Pesos only (PHP 109,364.00), 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.26972**.

Signature over printed Name of Supplier

  
VANESSA PANSIL - MONARK 9/22/21  
Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 26972

Supply of Parts, Labor and Materials for the Replacement of Engine Radiator Core of Generator Set #2 of CF-Cebu under ITB NO. SU21-07-003CEB

End-User: 