



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

PURCHASE ORDER

P.O. No. 2075

Page # 1
 Supplier : C-331 JOT BUILDING APPLICATION TRADING
 Address : VILLARCAYO, CARMEN, BOHOL
 TIN : 440-961-337-000
 VAT : All Items are VAT Exclusive / Zero Rated

SER.# 1
 PO Date : 15 SEP 2021
 ITB Number : 5021-07-003EB
 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
PMD#69420 1 100002576	GEN. SERVICES SECTION SUPPLY & DELIVERY SUPPLY, DELIVERY & INSTALLATION OF SANITIZERS/AROMATHERAPY MATERIALS WITH DISPENSER UNIT	1.00	LIT	949,500.00	949,500.00
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks: FOR CF-CEBU AND SATELLITES

SUB-TOTAL :	949,500.00
TOTAL :	949,500.00
LESS DISCOUNT :	
CHANGE :	
GRAND TOTAL :	949,500.00

Total Amount in Words: NINE HUNDRED FORTY NINE THOUSAND FIVE 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 Manager's Unit.
- > Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

Signature Over Printed Name of Supplier

MARCO BACATAN **SEPT, 22, 2021**

Recommended by:

CELESTE B. JAVIER
 ACTING SR. PLM

Funds Available

GAZELA A. REAZ S/O
 MP/EA Actg. Dept/Section
 Budget Authorization No. **CEB 2402002** Amount **P 949,500.-**

Approved By:

[Signature]
 MA. CONSOLACION A. PASION
 OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

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*Purchase Order No.26975
Annex A - Terms and Conditions*

1. The total price stated in the **Purchase Order No.26975** 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.26975**. 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 initial delivery within fifteen (15) 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.26975**, **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.26975** 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.26975** 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.26975** 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.26975** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

ANNEX "A" OF P.O. NO. 26975

Supply, Delivery and Installation of Sanitizers/Aromatherapy Materials with Dispenser Units under ITB NO. SV21-07-002CEB

End-User: 

Signature over Printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

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7. This **PO No.26975** 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.26975** 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.26975** shall be binding UNLESS executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO No.26975** 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.26975**. 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.26975**, 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.26975** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO No.26975** 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:

Signature over printed Name of Supplier

Technical Description	Quantity / UOM	Contract Price
Supply, Delivery and Installation of Sanitizers/Aromatherapy Materials with Dispenser Units Nine (9) Months	1 lot	PHP 949,500.00

ANNEX "A" OF P.O. NO. 26975

Supply, Delivery and Installation of Sanitizers/Aromatherapy Materials with Dispenser Units under ITB NO. SV21-07-002CEB

End-User:



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ADDITIONAL TERMS AND CONDITIONS:

Scent/Aromatherapy to supply an area coverage of:

CF-Cebu Main	5,150 sq.m.
Mactan Satellite	3,000 sq.m.
Parkmall Satellite	1,471 sq.m.
Crown Satellite	1,800 sq.m.

With an estimated no. of dispensers – at least 18 units with a minimum capacity of 1500 cubic meters coverage per unit.

Estimated consumption of scents – 1 liter per dispenser per month:

- Scents/Fragrances are approved by the IFRA (International Fragrance Association) with oils classified as safe to use globally, or with IFRA Conformity Certificate.
- Can specially formulate scent/fragrance for Casino Filipino – Cebu.
- Scents/Aromatherapy with antibacterial components.
- Machine dispensers are free of use, cold diffusion technology, ultra quiet, design appearance, use of nano particle diffusion technique, transportable cold air diffusion maintains highest therapeutic quality of ambient scenting.
- Provide lasting fragrance impression.
- Can be installed on the Heating Ventilating and Air-Conditioning (HVAC) Units with plug and play dispenser units and automatic timer for ON & OFF safety feature. Fully automated and programmable.
- The Supplier shall be responsible for the maintenance of scents/aromatherapy machine dispensers to ensure its good condition and functioning at all times. Said maintenance shall include all the expenses of the repair and replacement of the parts and refill of the scents.
- Completion of delivery of scents shall be in **staggered basis**.
- Payment shall be made monthly or as billed based on agreed delivery schedule.
- Sample brochure/pictures shall be attached during the submission of sealed quotation.
- The supplier or service provider must have office/shop in Cebu and preferably Cebu based.

SCHEDULE OF DELIVERY:

Within nine (9) months 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.26975**, 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.

ANNEX "A" OF P.O. NO. 26975

Supply, Delivery and Installation of Sanitizers/Aromatherapy Materials with Dispenser Units under ITB NO. SV21-07-002CEB

End-User:



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- 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 **Nine Hundred Forty-Nine Thousand Five Hundred Pesos only (PHP 949,500.00), 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.26975**.


MATEO BACATAN SEPT, 22, 2021

Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 26975

Supply, Delivery and Installation of Sanitizers/Aromatherapy Materials with Dispenser Units under ITB NO. SV21-07-002CEB

End-User: 