



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

PURCHASE ORDER

WTRd
 W#

P.O. No. 27007

Page # 1
 Supplier : C-HCL HCL LOGISTICS SERVICE
 Address : F1B DAD ST. TOWN AND COUNTRY ABANGAN NORTE MARILAO, BULACAN
 TIN : 929-424-274-000
 VAT : All Items are VAT Exclusive / Zero Rated

SER.# 1
 PO Date : 27 JAN 2022
 ITB Number : S421-12-011CEB
 Buyer Code : PHB

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#70085 1 108002473	GEN. SERVICES SECTION SUPPLY OF SERVICES HIRING OF DENR ACCREDITED 3RD PARTY ENVIRONMENTAL SERVICES PROVIDE R FOR THE DISPOSAL OF HAZARDOUS WASTE MA	1.00	LOT	98,039.00	98,039.00
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks : FOR FMS USE
 Total Amount in Words: NINETY EIGHT THOUSAND THIRTY NINE PESOS ONLY

SUB-TOTAL :	98,039.00
TOTAL :	98,039.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	98,039.00

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 Receipts upon delivery.

FRANCO CRISTIANO
 Signature Over Printed Name of Supplier

Recommended by:

CELESTE B. JAVIER
 ACTING SRM, PLFM

Approved by:

MA. CONSOLACION A. PASION
 OFFICER IN CHARGE

: Funds Available

:

:

:

: Budget Authorization No.

GRAZIELA B. DIAZ SAO

AWP/SA Acctg Dept/Section:

Amount

Purchase Order No. 27007
(Annex A – Terms and Conditions)

1. The total price stated in the **PO#27007** already includes all applicable taxes, fees and charges required by the government. **HCML LOGISTICS SERVICE** 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. **HCML LOGISTICS SERVICE** shall complete the **SERVICES** within the time prescribed in the **PO#27007**. Should **HCML LOGISTICS SERVICE** 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 **HCML LOGISTICS SERVICE** still fails to render the services after the lapse of ninety (90) calendar days from the supposed date of services, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the purchase.



3. In the event that **HCML LOGISTICS SERVICE**, fails to comply with its undertakings under this **PO#27007**, **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#27007** 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#27007** 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#27007** 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#27007** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.
7. This **PO#27007** 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#27007** 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#27007** shall

ANNEX "A" OF PO NO.27007

DENR Accredited 3rd Party Environmental Services Provider for the Disposal of Hazardous Waste Materials under ITB No.

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be binding UNLESS executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO#27007** 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#27007**. 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#27007**, 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#27007** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#27007** in its entirety or in part.
11. **HCML LOGISTICS SERVICE** 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 DENR Accredited 3rd Party Environmental Service Provider for the Transport and Disposal of Hazardous Waste Materials</p> <p style="text-align: center;">TERMS OF REFERENCE</p> <p>1.) The budget for this project is One Hundred Eighty Thousand Pesos only (P180,000.00) The proposal or quotation shall include price of treatment per kilogram and buying rate of the following hazardous/non hazardous waste to be hauled, treated and disposed. Rates shall be VAT exclusive, zero rated. Billing shall be based on actual volume of hazardous/non hazardous wastes hauled, treated, and disposed.</p> <p>2.) The Contractor shall provide the following services at a cost not exceeding the Maximum Approved Budget:</p> <p>a. Transport of Hazardous Wastes.</p> <ul style="list-style-type: none"> ▪ Hauling and transport of hazardous wastes from PAGCOR Casino Filipino -Cebu to DENR accredited Treatment Storage and Disposal facility (TSD). <p>b. Treatment of Hazardous Wastes.</p> <ul style="list-style-type: none"> ▪ Treatment method of hazardous wastes must comply with


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	<p>DENR requirements.</p> <ul style="list-style-type: none"> ▪ Issuance of Certificate of Treatment (itemizing each waste). <p>c. Disposal of Hazardous Wastes.</p> <ul style="list-style-type: none"> ▪ Hazardous waste final disposal to a DENR approved sanitary landfill. <p>3.) Hazardous/Non Hazardous Wastes to be hauled, treated, and disposed:</p> <p>a. Used Oil estimated at 500 Liters</p> <p>b. Busted Lamps (e.g. CFL, FL, T5, Halogen), estimated at 243 kg.</p> <p>c. Assorted used Automotive/ UPS Batteries (e.g. 6V, 8D and others), estimated at 800 kg.</p> <p>d. Empty Freon tanks, estimated at 41 pieces.</p> <p>4.) Services required shall be made available within fifteen (15) working days upon the receipt of advice from PAGCOR.</p> <p>5.) Additional Requirements:</p> <p style="text-align: center;">The Contractor shall submit certified true copy of valid Certificate of Registration as Transporter and as TSD Facility.</p> <p>Financial Quotation:</p> <table border="1" data-bbox="494 1097 1340 1545"> <thead> <tr> <th>Qty./Unit</th> <th>Description</th> <th>Unit Cost</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>500 liters</td> <td>Used Oil</td> <td>PHP 50.00/liter</td> <td>PHP 25,000.00</td> </tr> <tr> <td>243 kg.</td> <td>Busted Lamps (e.g. CFL, FL, T5, Halogen, etc.)</td> <td>PHP 98.00/kilo</td> <td>PHP 23,814.00</td> </tr> <tr> <td>800 kg.</td> <td>Assorted used Automotive/ UPS Batteries (e.g. 6V, 8D and others)</td> <td>PHP 50.00/kilo</td> <td>PHP 40,000.00</td> </tr> <tr> <td>41 pieces</td> <td>Empty Freon tanks</td> <td>PHP 225.00/kilo</td> <td>PHP 9,225.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">Grand Total Cost</td> <td style="text-align: center;">Ninety-Eight Thousand Thirty-Nine Pesos only PHP 98,039.00</td> </tr> </tbody> </table>	Qty./Unit	Description	Unit Cost	Total Cost	500 liters	Used Oil	PHP 50.00/liter	PHP 25,000.00	243 kg.	Busted Lamps (e.g. CFL, FL, T5, Halogen, etc.)	PHP 98.00/kilo	PHP 23,814.00	800 kg.	Assorted used Automotive/ UPS Batteries (e.g. 6V, 8D and others)	PHP 50.00/kilo	PHP 40,000.00	41 pieces	Empty Freon tanks	PHP 225.00/kilo	PHP 9,225.00	Grand Total Cost			Ninety-Eight Thousand Thirty-Nine Pesos only PHP 98,039.00
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Completion Period	One (1) time supply of service which shall commence within the period of ninety (90) calendar days from acknowledgement date of notice to proceed.																								
Delivery Place	Casino Filipino – Cebu, Logistics Section, Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City																								


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- 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#27007**.
- 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#27007 HCML LOGISTICS SERVICE** 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. **HCML LOGISTICS SERVICE** has good title and/or full authority to supply the services in this **PO#27007**, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- f. **HCML LOGISTICS SERVICE** 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 **NINETY-EIGHT THOUSAND THIRTY-NINE PESOS ONLY (PHP 98,039.00)**, VAT Exclusive, Zero Rated Transaction.
13. This Annex A, consisting of four (4) pages, shall form part of **PO#27007**


HARVEY MEDIANTE

Signature over printed Name of Supplier/ Date

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