



Philippine Amusement & Gaming Corporation

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

PURCHASE ORDER

Page # 1

Supplier : GENDIES GENDIESEL PHILIPPINES, INC.
Address : #103 COMMERCE ROAD, BO. BINAN, LAGUNA
TIN : 000-120-669-000
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 58114

SEQ.# 1
PO Date : 18 MAR 2019
ITB Number : SV19-03-003BAC
Buyer Code : GMD

Gentlemen :

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

Place of Delivery : CF-BACOLOD

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#77220	GENERAL SERVICES SECTION				
1 108002570	SERVICES - ONE TIME SUPPLY, DELIV. INSTALLATION TESTING & COMMISSIONING OF THE EXISTING 450KVA DETROIT AND 750KVA CUMMINS GF NSFT AIRDUC T FOR CF-BACOLOD	1.00	LOT	345,000.00	345,000.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT	SUB-TOTAL :	345,000.00
Remarks :	TOTAL :	345,000.00
	LESS DISCOUNT :	
	CHARGE :	
	GRAND TOTAL :	345,000.00

Total Amount in Words: THREE HUNDRED FORTY FIVE THOUSAND 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.

Oliver O. Orosio 3/18/19
Signature Over Printed Name of Supplier

Recommended by:

SILVANO L. UY
SBAM-PPBS

: Funds Available

:

: Budget Authorization No.

Rmk
RIGOBERTO A. SIY-HIAM SR. ACCNT
AVP/SA Acctg Dept/Section:

Amount 345,000.00

Approved By:

[Signature]
JOSE MARCIANO C. BAUTISTA
BRANCH MANAGER

Purchase Order No. 58114
Annex A – Terms and Conditions

1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **GENDIESEL PHILIPPINES INC.** 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. **GENDIESEL PHILIPPINES INC.** shall complete the **Supply, Delivery and Installation of Two (2) Units Genset Airduct for the Existing Generator Sets for CF-Bacolod** of the goods within the time prescribed in the PO. Should **GENDIESEL PHILIPPINES INC.** 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 **GENDIESEL PHILIPPINES INC.** still fails to deliver the item starting 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 **GENDIESEL PHILIPPINES INC.** fails to comply with its undertakings under this PO, 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 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 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 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 or any interest in it may not be assigned without the prior written consent of the other party.
7. This PO 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 constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements,


Signature over printed Name of Supplier

representations, warranties and understandings of the parties. No supplement, variation or amendment of this PO shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this PO 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. 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, 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 in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO in its entirety or in part.

11. **GENDIESEL PHILIPPINES INC.** hereby further warrants and represents that:

a. The goods and specifications shall be described as follows:

DESCRIPTION
Supply, Delivery and Installation of Two (2) Units Genset Airduct for the Existing Generator Sets for CF-Bacolod
<p>One (1) Unit 450 KVA GENERATOR SET (DETROIT)</p> <ul style="list-style-type: none"> ➤ Evaluate Engine Exhaust System ➤ Fabrication Exhaust Airduct using GI Sheet GA16 with complete bracing. ➤ Dismantle Exhaust Tail Pipe/Exhaust Muffler ➤ Modify Exhaust Muffler System ➤ Installation of New Modified Exhaust Muffler and Re-Install Tail Pipe. ➤ Install Newly Fabricated Exhaust Air Duct ➤ Install Canvass Cloth Between Airduct and Genset and Installed Turbo Charger Tail Pipe. ➤ Test Run of the Genset.
<p>One (1) Unit 750 KVA GENERATOR SET (CUMMINS)</p> <ul style="list-style-type: none"> ➤ Evaluate Engine Fresh Air Intake system ➤ Dismantle and Pull Out of Muffler ➤ Modification of Exhaust Muffler ➤ Dismantle Exhaust Tail Pipe ➤ Fabricate of Exhaust Air-Duct Using GI Sheet GA16 with complete

Dwese B. B. B.
 Signature over printed Name of Supplier

- bracing (Dimension: 9 x 1.80 mtr length of round 6-7mtr.
- Fabrication of Support and Bracket
- Dismantle and Modify two (2) steel louver doors (steel plate)
- Re-Install Newly Fabricated Exhaust Air Duct
- Re-Install Tail Pipe and Turbo Charge System
- Install Canvass cloth between Air-Duct and Genset
- Test Run of Genset

- b. It has good title to the goods described in the PO, 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 **GENDIESEL PHILIPPINES INC.** 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.
12. Schedule of payment: PAGCOR shall pay in the total amount Three Hundred Forty-Five Thousand Pesos (PhP 345,000.00) VAT Exclusive, Zero Rated Transaction upon completion of the **Supply, Delivery and Installation of Two (2) Units Genset Airduct for the Existing Generator Sets for CF-Bacolod** the items and upon PAGCOR's issuance of final Inspection and Acceptance Report.
13. This Annex A, consisting of three (3) pages, shall form part of 58114.


 Signature over printed Name of Supplier/Date