

**Purchase Order No. 26769**  
**Annex A – Terms and Conditions**

---

1. The total price stated in the **Purchase Order No. 26769** 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#26769**. 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 items after the lapse of the 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#26769**, **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#26769** 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#26769** 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#26769** 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#26769** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26769** 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#26769** 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

ANNEX "A" OF P.O. NO. 26769

Supply and Delivery of ACU/AHU Parts for Mactan Satellite Casino  
under ITB No. SU18-12-013CEB

Page 1 of 3

BBAC, Chairman/V-Chairman

End-User

 

supplement, variation or amendment of this **PO#26769** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26769** 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#26769**. 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#26769**, 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#26769** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26769** in its entirety or in part.

11. **JJI BUILDING APPLICATION TRADING** hereby further warrants and represents that:

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

Quantity	DESCRIPTION		
<b>1 LOT</b>	<b>Supply and Delivery of ACU/AHU Parts for Mactan Satellite Casino</b>		
	<i>Qty./Unit</i>	<i>Item Description</i>	<i>Price/Unit</i>
	1 unit	MOTOR ELECTRIC 7.5HP (5.5kw) 440 Volts, 3PH, 60Hz. hose proof casing with fins, totally enclosed, fan cooled	PHP 25,000.00
	1 unit	COMPRESSOR, ACU, 10TR, LRA237, 3PH, 208-230 Volts, 60HZ. R22	PHP 67,000.00
4 pieces	MAGNETIC CONTACTOR 440 Volts, SC-N1	PHP 4,300.00	<b>PHP 17,200.00</b>
<p><b>Contract Price</b>            One Hundred Nine Thousand Two Hundred Pesos only  <b>PHP 109,200.00</b>            VAT EXCLUSIVE ZERO RATED TRANSACTION</p>			

<b>Completion Period</b>	One (1) time delivery which is within fifteen (15) calendar days from acknowledgement date of notice to proceed.
<b>Delivery Place</b>	Casino Filipino – Cebu, Logistics Management Office, Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City

- b. It has good title to the goods described in the **PO#26769**, 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.
12. **PAGCOR** shall pay in the total amount of **ONE HUNDRED NINE THOUSAND TWO HUNDRED PESOS ONLY (PHP 109,200.00)**, VAT Exclusive, Zero Rated Transaction.
13. This Annex A, consisting of three (3) pages, shall form part of **PO # 26769**

*Dante Borja* 1/30/19  
Dante Borja / JJI Building Application Trading  
**Signature over printed Name of Supplier/Date**



# Philippine Amusement and Gaming Corporation

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

## PURCHASE ORDER

Supplier : JATI JATI BUILDING APPLICATION TRADING  
 Address : VILLARDOYO, CARMEN, BOHOL  
 Tel : 092 961 337-000  
 Wt : All Items are VAT Exclusive / Zero Rated

P.O. No. 26749

PO Date : 21 JUN 2019  
 ITD Number :  
 Buyer Code : 04

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

Place of Delivery : CF-CEBU

Payment Term : ISR ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
1	GEN. SERVICES SECTION SUPPLY & DELIVERY OF A/CU/WHU PARTS FOR MACTAN SATELLITE CASINO	1.00	LOT	109,200.00	109,200.00
--- NOTHING FOLLOWS ---					

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

Remarks: FOR MAINTENANCE USE.

SUB-TOTAL : 109,200.00  
 TOTAL : 109,200.00  
 LESS DISCOUNT :  
 CHANGE :  
 GRAND TOTAL : 109,200.00

Total Amount in Words: ONE HUNDRED-NINE THOUSAND TWO HUNDRED PESOS ONLY

### TERMS AND CONDITIONS OF PURCHASE

- Delivery must be in accordance with the date specified in the Notice to Proceed.
- 1/10 or 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:

Funds Available

JUL G. CANIBIS  
 TRM, PLSC

BUDGET AUTHORIZATION NO. \_\_\_\_\_  
 AMOUNT \_\_\_\_\_

GRACIELA B. DIAZ  
 WAT/VA Accty Dept/Section

Approved by:

RICHARD L. UY  
 BRANCH MANAGER