



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

TRd
VH#

Page # 1
Supplier : C-EXCEL EXCELECT INDUSTRIAL & TECHNICAL SERVICES
Address : R. RABAYA ST., SAN ROQUE, CITY OF TALISAY, CEBU
TIN : 101-742-203-000
WAT : All Items are WAT Exclusive / Zero Rated

P.O. No. 27008
SED.# 1
PO Date : 28 JAN 2022
ITB Number : SU21-12-010CEB
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
PYDH70086 1 108002473	GEN. SERVICES SECTION SUPPLY OF SERVICES SUPPLY OF LABOR & MATERIALS FOR THE REPAIR OF ONE (1) UNIT 600KVA TRANSFORMER	1.00	LOT	35,560.00	35,560.00

--- NOTHING FOLLOWS ---

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

Remarks : FOR FMS USE

Total Amount in Words: THIRTY FIVE THOUSAND FIVE HUNDRED SIXTY PESOS ONLY

SUB-TOTAL :	35,560.00
TOTAL :	35,560.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	35,560.00

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 Purchase Order upon delivery.

[Signature]
Signature Over Printed Name of Supplier

Recommended by:

CELESTE B. JAVIER
ACTING SRAM, PLFM

: Funds Available

:

: Budget Authorization No.

GRAZIELA B. DIAZ SAD

AMP/SA Accty Dept/Section:

Amount

Approved By:

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

Purchase Order No. 27008
(Annex A – Terms and Conditions)

1. The total price stated in the **PO#27008** already includes all applicable taxes, fees and charges required by the government. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** 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. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** shall complete the **SERVICES** within the time prescribed in the **PO#27008**. Should **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** 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 **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** still fails to render the services after the lapse of fifteen (15) 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 **EXCELECT INDUSTRIAL & TECHNICAL SERVICES**, fails to comply with its undertakings under this **PO#27008**, **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#27008** 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#27008** 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#27008** 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#27008** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.
7. This **PO#27008** 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#27008** 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

ANNEX "A" OF PO NO.27008

Supply of Service for the Repair of 1-Unit 600 KVA Transformer under ITB No. SU21-12-010CEB

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of the **PARTIES**. No supplement, variation or amendment of this **PO#27008** shall be binding **UNLESS** executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO#27008** 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#27008**. 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#27008**, 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#27008** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#27008** in its entirety or in part.
11. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** hereby further warrants and represents that:

a. The Scope of Services shall be described as follows:

QUANTITY	DESCRIPTION
1 LOT	<p align="center">Supply of Service for the Repair of 1-Unit 600KVA Transformer</p> <p>SCOPE OF WORK:</p> <ul style="list-style-type: none"> • Emergency repair, services of 600KVA Step Down Transformer; • Supply and installation of 9 pieces Cu-Al Terminal Lugs (750-800mcm) and 6 pieces Cu-Al Terminal Lugs (300mcm); • Supply and installation of 1 piece Phenolic Insulator 75mm. x 900cm; • Supply of Labor, Supervision & Mobilization; and • Supply and installation of 3M insulating varnish and contact enhancer;
Completion Period	Within fifteen (15) calendar days from acknowledgement date of notice to proceed.
Delivery Place	Casino Filipino – Cebu, Logistics Section, Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City

- 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#27008**.
- 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.

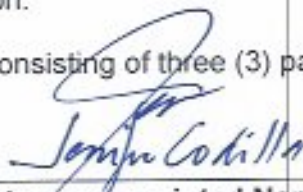
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- d. That the Service to be rendered herein shall be as described under item a. of this **PO#27008 EXCELECT INDUSTRIAL & TECHNICAL SERVICES** warrants that it has secured all the necessary government licenses and permits to allow it to render the Service 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. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** has good title and/or full authority to supply the services in this **PO#27008**, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- f. **EXCELECT INDUSTRIAL & TECHNICAL SERVICES** 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 **THIRTY-FIVE THOUSAND FIVE HUNDRED SIXTY PESOS ONLY (PHP 35,560.00)**, VAT Exclusive, Zero Rated Transaction.
13. This Annex A, consisting of three (3) pages, shall form part of **PO#27008**



Signature over printed Name of Supplier/ Date

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