



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

P.O. No. 76791

Page # 1

Supplier : C-00371. EXCELECT INDUSTRIAL & TECHNICAL SERVICES
Address : R. RABAYA ST., SAN ROQUE, CITY OF TALISAY, CEBU
TIN : 101-742-203-000
VAT : All Items are VAT Exclusive / Zero Rated

GR.# 3
PO Date : 3 APR 2019
ITS Number : 1919-02-003CEB
Buyer Code : LDT

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
1YD068004 1 108002473	GEN. SERVICES SECTION SUPPLY OF SERVICES ONE TIME PREVENTIVE MAINTENANCE SERVICES FOR SIX (6) UNITS STEPDOWN TRANSFORMER	1.00	LDT	131,000.00	131,000.00

--- NOTHING FOLLOWS ---

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

GRAND TOTAL :	131,000.00
TOTAL :	131,000.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	131,000.00

Remarks : FOR MAINTENANCE USE

Total Amount in Words: ONE HUNDRED THIRTY ONE 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 other documents prior upon delivery.

Signature Over Printed Name of Supplier

Recommended by:
JOEL G. CANTOS
SOAN, RLS

Signature Over Printed Name of Supplier: *[Signature]*
 : Funds Available
 : GRAZIELA S. DIAZ SAG
 : (AP/SA) Asst. Dept/Section
 : Budget Authorization No. 1810-044 Amount ₱131,000.00

Approved By:

[Signature]
RICARDO L. OY
BRANCH MANAGER

Purchase Order No. 26791
(Annex A – Terms and Conditions)

1. The total price stated in the **PO#26791** already includes all applicable taxes, fees and charges required by the government. **EXCELECT INDUSTRIAL AND 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 AND TECHNICAL SERVICES** shall complete the **SERVICES** within the time prescribed in the **PO#26791**. Should **EXCELECT INDUSTRIAL AND 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 AND TECHNICAL SERVICES** still fails to render the services after the lapse of ninety (90) 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 **EXCELECT INDUSTRIAL AND TECHNICAL SERVICES**, fails to comply with its undertakings under this **PO#26791**, **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#26791** 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#26791** 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#26791** 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#26791** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26791** 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#26791** constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous

ANNEX "A" OF PO NO.26791

Procurement of One (1) Time Preventive Maintenance Services for Six (6) Units Step-down Transformers under
ITB No. SV19-02-005CEB

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BBAC, Chairman/V-Chairman _____ End-User 



agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this **PO#26791** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26791** 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#26791**. 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#26791**, 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#26791** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26791** in its entirety or in part.
11. **EXCELECT INDUSTRIAL AND TECHNICAL SERVICES** hereby further warrants and represents that:

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

QUANTITY	DESCRIPTION						
1 LOT	Procurement of One (1) Time Preventive Maintenance Services for Six (6) Units Step-down Transformers under ITB No. SV19-02-005CEB						
	<table border="1" style="width: 100%;"> <thead> <tr> <th data-bbox="438 1312 1101 1346" style="text-align: center;"><i>Scope of Works and Supply</i></th> <th data-bbox="1101 1312 1391 1346" style="text-align: center;"><i>Contract Price</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="438 1346 1101 1480"> The CONTRACTOR shall undertake the technical and professional supply of services (one-time only) at Casino Filipino- Cebu and Mactan Satellite of the Step-down Transformers which include the following: </td> <td data-bbox="1101 1346 1391 1480"></td> </tr> <tr> <td data-bbox="438 1480 1101 1899"> SCOPE OF WORK: <ol style="list-style-type: none"> 1. Mobilization 2. Complete cleaning of Enclosure and bus ways 3. Retightening of connector bolts and nuts 4. Insulation testing of main and auxiliaries 5. Re-greasing of all mechanism 6. Simulation testing of controllers 7. Adjust and check auxiliaries 8. Supply of consumables and other miscellaneous materials 9. Turn-over to end-user </td> <td data-bbox="1101 1480 1391 1899" style="text-align: center; vertical-align: middle;"> One Hundred Thirty-One Thousand Pesos <u>PHP 131,000.00</u> </td> </tr> </tbody> </table>	<i>Scope of Works and Supply</i>	<i>Contract Price</i>	The CONTRACTOR shall undertake the technical and professional supply of services (one-time only) at Casino Filipino- Cebu and Mactan Satellite of the Step-down Transformers which include the following:		SCOPE OF WORK: <ol style="list-style-type: none"> 1. Mobilization 2. Complete cleaning of Enclosure and bus ways 3. Retightening of connector bolts and nuts 4. Insulation testing of main and auxiliaries 5. Re-greasing of all mechanism 6. Simulation testing of controllers 7. Adjust and check auxiliaries 8. Supply of consumables and other miscellaneous materials 9. Turn-over to end-user 	One Hundred Thirty-One Thousand Pesos <u>PHP 131,000.00</u>
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SCHEDULE OF EQUIPMENT	
CF-CEBU	1x1000kva, 1x750kva, 1x650kva, 1x300kva
Mactan Satellite	1x750kva, 1x300kva
ADDITIONAL REQUIREMENTS: <ol style="list-style-type: none"> 1. Must be a licensed and certified electrical hi-voltage substation Contractor. 2. With expertise and experience in ATS and MVSG/LVSG Switchgear operations and troubleshooting. 3. Familiar with the electrical hi-voltage system of Waterfront Hotel Cebu. 	
PROPOSED IMPLEMENTATION DATE: <i>Casino Closing April 18-20, 2019</i>	
Completion Period	One (1) time services 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

- 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#26791**.
- 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#26791**. **EXCELECT INDUSTRIAL AND 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 AND TECHNICAL SERVICES** has good title and/or full authority to supply the services in this **PO#26791**, 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 AND TECHNICAL SERVICES** will defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that

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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 **ONE HUNDRED THIRTY-ONE THOUSAND PESOS (PHP 131,000.00)**, VAT Exclusive, Zero Rated Transaction.
13. This Annex A, consisting of four (4) pages, shall form part of **PO#26791**


JOVENAL A. CODILLA 4/15/2019
Signature over printed Name of Supplier/ Date

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