



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

**PURCHASE ORDER**

Page # 1

Supplier : C-JTI JTI BUILDING APPLICATION TRADING

Address : VILLARDAYO, CARMEN, BOHOL

TIN : 440-961-337-000

VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26830

SEQ.# 3

PO Date : 19 JUL 2019

ITB Number : SM19-06-027CEB (LOT-2)

Buyer Code : LD1

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
PMD68138	GEN. SERVICES SECTION				
1 108002576	SUPPLY & DELIVERY VARIOUS CONSUMABLES PARTS FOR ESCALATOR	1.00	LOT	43,250.00	43,250.00

--- NOTHING FOLLOWS ---

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

SUB-TOTAL : 43,250.00

TOTAL : 43,250.00

LESS DISCOUNT :

CHARGE :

GRAND TOTAL : 43,250.00

Remarks : FOR MAINTENANCE USE

Total Amount in Words: FORTY THREE THOUSAND TWO HUNDRED FIFTY 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.

*Graziela B. Diaz*  
 Signature Over Printed Name of Supplier

Recommended by:

JOEL G. CANTOS  
 SRAM, PLM

: Funds Available

:

:

: Budget Authorization No.

GRAZIELA B. DIAZ SRM

AVP/SA Accty Dept/Sections

Amount

Approved By:

*Richard L. Uy*  
 RICHARD L. UY  
 GENERAL MANAGER

Purchase Order No. 26830  
Annex A – Terms and Conditions

1. The total price stated in the **Purchase Order No. 26830** 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#26830**. 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 delivery within thirty (30) 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#26830**, **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#26830** 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#26830** 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#26830** 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#26830** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26830** 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#26830** constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous

ANNEX "A" OF P.O. NO. 26830

Supply, Delivery and Installation of Various Spare Parts for the Repair of Escalator and Elevator of CF-Cebu and Satellites  
under ITB No. SV19-06-027CEB Lot-2

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End-User

agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this **PO#26830** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26830** 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#26830**. 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#26830**, 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#26830** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26830** 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:


Supply, Delivery and Installation of Various Spare Parts for the Repair of Escalator Elevator of CF-Cebu and satellites			
Lot No.	Qty/Unit	Item Description	Contract Price
Lot-2 Supply and Delivery of Various Consumables Parts for Escalator	4 pieces	V-Chain, R-60	PHP 10,000.00
	5 pieces	V-Chain, R-50	PHP 10,000.00
	4 pieces	V-Belt, A102	PHP 2,200.00
	6 pieces	V-Belt, B159	PHP 6,000.00
	6 pieces	V-Belt, B136	PHP 5,250.00
	2 units	Fan, Exhaust 8"	PHP 4,000.00
	1 unit	Power Supply, 24V, 6-8amps	PHP 5,800.00
	<b>Total Contract Price</b>		
<b>Completion Period</b>	Within thirty (30) calendar days from the acknowledgement date of Notice to Proceed		
<b>Delivery Place</b>	Casino Filipino – Cebu Main, Waterfront Hotel & Casino Salinas Drive, Lahug, Cebu City		

ANNEX "A" OF P.O. NO. 26830  
Supply, Delivery and Installation of Various Spare Parts for the Repair of Escalator and Elevator of CF-Cebu and Satellites  
under ITB No. SV19-06-027CEB Lot-2

*Abia*

End-User: *JJI*

- b. It has good title to the goods described in the **PO#26830**, 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 **Forty Three Thousand Two Hundred Fifty Pesos Only (PHP 43,250.00)**, VAT Exclusive, Zero Rated Transaction.
13. This Annex A, consisting of three (3) pages, shall form part of **PO # 26830**

  
Dulce Borja  
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Signature over printed Name of Supplier/Date