



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

P.O. No. 58205

Page # 1

Supplier : GOS GOSHERE TECHNOLOGIES, INC. /

SEQ.# 1

Address : U/19D, 9/F EISENHOWER TOWER, #7 EISENHOWER ST., GREENHILLS, SAN JUAN

PO Date : 2 DEC 2021

TIN : 004-452-016-000

TIB Number : SV21-11-016EAC

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : GD

Gentlemen :

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

Place of Delivery : CP-BACOLOD

Payment Term : PER ANEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
EMD#77610	GENERAL SERVICES SECTION				
1 108002473	SERVICES	1.00	LOF	170,000.00	170,000.00
	1 UNIT CUMINS GEN SET 750KVA /				
	1 UNIT DEPOIT GEN SET 450KVA				
	1 UNIT MIU GEN SET 750KVA				
---NOTHING FOLLOWS---					

Attachment: BUDGET, RV, CASE, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT	SUB-TOTAL :	170,000.00
	TOTAL :	170,000.00
Remarks : PROCUREMENT OF GENERATOR EMISSION TEST	LESS DISCOUNT CHARGE :	
Total Amount in Words: ONE HUNDRED SEVENTY THOUSAND PESOS ONLY	GRAND TOTAL :	170,000.00 /

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.

Leticia T. dela Cruz
Signature Over Printed Name of Supplier

Recommended by:
ROMEO MARTIN M. DAVAO
SEAM

CERTIFYING ONLY AS TO
: Funds Available
: ANTHONY JUNE A. CORRAL SR. ACC
: AVE/SA Acctg Dept/Section:
: Budget Authorization No. BAC/21-01-001AP Amount 170,000.00

Approved By:
JOSE MARCIANO C. BAUTISTA
Purch Manager



PURCHASE ORDER (P.O.) ANNEX

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***Purchase Order No.58205
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. **GEOSPHERE TECHNOLOGIES, 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. **GEOSPHERE TECHNOLOGIES, INC** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **GEOSPHERE TECHNOLOGIES, 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 **GEOSPHERE TECHNOLOGIES, INC** still fails to deliver the item after the lapse of 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 **GEOSPHERE TECHNOLOGIES, 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, 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

ANNEX "A" OF P.O. NO. 58205

Procurement of Generator Emission Test under ITB No.SV21-11-016BAC


Leticia T. dela Cruz
Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

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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. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.
12. **GEOSPHERE TECHNOLOGIES, INC** hereby further warrants and represents that:

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

DESCRIPTION	Unit Cost VAT Exclusive, Zero-Rated Transaction	Total Cost Vat Exclusive, Zero-Rated Transaction
ONE (1) LOT - PROCUREMENT OF GENERATOR EMISSION TEST <ul style="list-style-type: none"> ➤ 1 UNIT - Cummins Generator Set 750 kva ➤ 1 -unit – Detroit Generator Set 450nKva ➤ 1 unit - MTU Generator Set 750kva 	Php 170, 000.00	Php 170, 000.00

The scope of work shall include the following

1. To facilitate submission of the test plan to the DENR-EMB R6 prior to sampling.
2. Conduct measurement of in-stack concentrations. Four (4) sampling test run per source/smoke stack with test parameters includes Particulate Matter (PM), Nitrogen Oxide (NOx), Carbon Monoxide (CO) per DENR requirements

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3. Sampling and Testing using the following methodologies (US EPA)

Method of Sampling and Analysis for source monitoring:

Parameter s	Sampling Method	Test Method	
		Particulate Matter (PM)	Method 1-5 Isokinetic Sampling
Nitrogen Dioxide (NO _x)	Method 7- Determination of Nitrogen Oxides	Phenol Di-sulfonic Method	4
Carbon Monoxide (CO)	Method 10- Determination of Carbon Monoxide	Integrated-NDIR	

4. To submit monitoring report (2 sets of copies), with the results of analysis versus threshold limit value set by DENR. The report will include evaluation of each parameter and summary of findings, results, and discussion. Also include are the list of tables of methodologies, laboratory test certificate and other required documents based on DENR standard reporting.
5. Preparation and assist of Air Monitoring Report for submission to the EMB.

Other Requirements:	The Service Provider should be DENR-EMP accredited.
Schedule of Delivery:	Within Thirty (30) calendar days commencing from the date of receipt by the winning bidder of the Notice to Proceed.
Place of Delivery:	PAGCOR, Casino Filipino Bacolod, 15th Cor. Aguinaldo Street, Bacolod City.

- 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 GEOSPHERE TECHNOLOGIES, 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.

ANNEX "A" OF P.O. NO. 58205

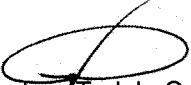
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- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
13. Schedule of payment: PAGCOR shall pay in the total amount of **One Hundred Seventy-Thousand Pesos only (Php170, 000.00), VAT Exclusive, Zero-Rated Transaction** upon completion of every delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of Four (4) pages, shall form part of PO # 58205.


Leticia T. dela Cruz

Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 58205

Procurement of Generator Emission Test under ITB No.SV21-11-016BAC