



# Philippine Amusement and Gaming Corporation

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

## PURCHASE ORDER

Page # 1

Supplier : C-BLACK BLACKSTONE TECH-POWER SERVICES

Address : DOOR #9 SECOND FLOOR, ESPERANZA BLDG., A.C. CORRIE AVE. DAVAO, PAN

TIN : 167-716-607-000

VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26969

SEQ. # 1

PU Date : 20 OCT 2021

ITS Number : 0071-09-000000 (LIT-1)

Buyer Code : LDT

Gentlemen :

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

Payment term : PER ANNEX A

Place of Delivery : UF-CEBU

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
PYD#69/681 1 1080025/6	GEN. SERVICES SECTION SUPPLY & DELIVERY & INSTALLATION OF VARIOUS SPARE PARTS FOR THE REPAIR OF VARIOUS TRANSFORMERS & SWITCHGEAR, GEN SET, ATS, SYNCHRONIZERS OF UF-CEBU	1.00	LDT	200,000.00	200,000.00

--- NOTHING FOLLOWS ---

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

Remarks : ITR UF-CEBU

Total Amount in Words: TWO HUNDRED 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 Purchase Order upon delivery.

Signature Over Printed Name of Supplier  
JHONA-B. AKRIZA

Recommended by

CELESTE D. JAVIER  
ACTING SR. MGR.

Approved by:

MA. CONSOLACION A. PYSION  
OFFICER IN CHARGE

Funds Available

ORAZIELA B. DIAZ CMO

Budget Authorization No.

AM/SA Acctg Dept/Section:  
Amount



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

*Purchase Order No.26984  
Annex A - Terms and Conditions*

1. The total price stated in the **Purchase Order No.26984** already includes all applicable taxes, fees and charges required by the government. **BLACKSTONE TECHNO-POWER 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. **BLACKSTONE TECHNO-POWER SERVICES** shall complete the services within the time prescribed in the **PO No.26984**. Should **BLACKSTONE TECHNO-POWER 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 **BLACKSTONE TECHNO-POWER SERVICES** still fails to render the services after the lapse of six (6) months from the supposed date of supply of service, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the purchase.

3. In the event that **BLACKSTONE TECHNO-POWER SERVICES** fails to comply with its undertakings under this **PO No.26984**, **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 No.26984** 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 No.26984** 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 No.26984** 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 No.26984** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

ANNEX "A" OF P.O. NO. 26984

Supply, Delivery and Installation of Various Spare Parts for the Repair of Various Transformer & Switchgear, Generator Set, ATS, Generator Synchronizer of CP-Cebu & Satellites under ITB NO. SV21-09-005CEB (2-Lots)

End-User: 

  
Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

7. This **PO No.26984** 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 No.26984** 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 No.26984** shall be binding UNLESS executed in writing by the **PARTIES**. No waiver of any of the provisions of this **PO No.26984** 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 No.26984**. 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 No.26984**, 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 No.26984** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO No.26984** 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. **BLACKSTONE TECHNO-POWER SERVICES** hereby further warrants and represents that:

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 26984

Supply, Delivery and Installation of Various Spare Parts for the Repair of Various Transformer & Switchgear, Generator Set, ATS, Generator Synchronizer of CP-Cebu & Satellites under ITB NO. SV21-09-005CEB (2-Lots)

End-User: 



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 3 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

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


Technical Description	Quantity / UOM	Contract Price
Supply, Delivery and Installation of Various Spare Parts for the Repair of Various Transformer and Switchgear, Generator Sets, ATS, Generator Synchronizer of CF-Cebu & Satellites (Lot-1 Supply, Delivery & Installation of 1-Unit Genset Controller Synchronizer)	1 lot	PHP 200,000.00
<b>SCHEDULE OF DELIVERY:</b> Within six (6) months commencing from the date of receipt by the winning bidder of the Notice to Proceed.		
<b>PLACE OF DELIVERY:</b> Casino Filipino – Cebu Main, 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#26984**.
- 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#26984**. **BLACKSTONE TECHNO-POWER 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. **BLACKSTONE TECHNO-POWER SERVICES** has good title and/or full authority to supply the services in this **PO#26984**, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- f. **BLACKSTONE TECHNO-POWER 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.

ANNEX "A" OF P.O. NO. 26984

Supply, Delivery and Installation of Various Spare Parts for the Repair of Various Transformer & Switchgear, Generator Set, ATS, Generator Synchronizer of CF-Cebu & Satellites under ITB NO. SV21-09-005CEB (2-Lots)

End-User: 

	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 4 of 4
		Form No.	PD - 721
		Revision No.	0
		Effectivity	March 11, 2021

- g. 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 **Two Hundred Thousand Pesos only (PHP 200,000.00), VAT Exclusive, Zero-Rated Transaction** upon completion of services and upon **PAGCOR's** issuance of Certificate of Acceptance.
- 14. This Annex A, consisting of four (4) pages, shall form part of **PO No.26984**.

*[Handwritten Signature]*  
 JHONA-R T. ARQUITA / OCT. 28, 2021

**Signature over printed Name of Supplier/Date**

**ANNEX "A" OF P.O. NO. 26984**  
 Supply, Delivery and Installation of Various Spare Parts for the Repair of Various Transformer & Switchgear, Generator Set, ATS, Generator Synchronizer of CP-Cebu & Satellites under ITB NO. SV21-09-005CEB (2-Lots)

End-User: *[Handwritten Signature]*