



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 1

Supplier : C-THE30 THE 30K STORY INCORPORATED
Address : GATE 777 BAHILAD, ACROSS COUNTRY MALL, CEBU CITY
TIN : 447-628-008-000
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26790

SEQ.# 1
PO Date : 18 NOV 2021
ITB Number : SV21-10-007CEB
Buyer Code : EAL

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
FMDH67677 1 127001126	GEN. SERVICES SECTION FOOD, LECHON WHOLE PORK LECHON ATLEAST 10KG. COOKED WEIGHT	96.00	PC	5,900.00	566,400.00
--- NOTHING FOLLOWS ---					

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

Remarks : FOR CF-CEBU USE.

Total Amount in Words: FIVE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED PESOS ONLY

SUB-TOTAL :	566,400.00
TOTAL :	566,400.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	566,400.00

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.

DIAZ
Signature Over Printed Name of Supplier

Recommended by:

[Signature]
CELESTE B. JAVIER
ACTING SBWL PLFM

: Funds Available

:

:

: Budget Authorization No.

[Signature]
ORAZIELA B. DIAZ SAC

AMP/SA Acctg Dept/Section:

Amount

Approved By:

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



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.26990
Annex A - Terms and Conditions*

1. The total price stated in the **Purchase Order No.26990** already includes all applicable taxes, fees and charges required by the government. **THE 30K STORY 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. **THE 30K STORY INC.** shall complete the supply & delivery of goods within the time prescribed in the **PO No.26990**. Should **THE 30K STORY 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 **THE 30K STORY INC.** still fails to deliver the item after the lapse of initial delivery within seven (7) 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 **THE 30K STORY INC.** fails to comply with its undertakings under this **PO No.26990**, **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.26990** 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.26990** 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.26990** 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.26990** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.
7. This **PO No.26990** 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**.

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 26990

Supply and Delivery of Whole Pork Lechon under ITB NO. SV21-10-007CEB



PURCHASE ORDER (P.O.) ANNEX

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

8. This PO No.26990 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.26990 shall be binding UNLESS executed in writing by the PARTIES. No waiver of any of the provisions of this PO No.26990 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.26990. 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.26990, 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.26990 in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO No.26990 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. THE 30K STORY INC. hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Signature over printed Name of Supplier



Quantity / UOM	Technical Description	Unit Cost	Total Cost
96 pieces	WHOLE PORK LECHON ATLEAST 10KG. COOKED WEIGHT	PHP 5,900.00	PHP 566,400.00
Grand Total Cost			Five Hundred Sixty-Six Thousand Four Hundred Pesos only PHP 566,400.00

ADDITIONAL TERMS AND CONDITIONS:

Sample for food tasting shall be required during post qualification prior to awarding. Sample packing and labeling shall also be presented.





PURCHASE ORDER (P.O.) ANNEX

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

The supplier/service provider must have Meat Inspection Certificate from the Department of Veterinary Medicine and Fisheries (DVMF) and National Meat Inspection Services (NMIS) during submission and opening of bids.
PAGCOR has the right to return damaged/spoiled/stale items found during delivery. Replacement of items shall be as arranged and agreed by both parties.
Delivery shall be on staggered basis or otherwise advised within one (1) year from the acknowledgement of the NTP.
Price indicated should be VAT Exclusive, Zero Rated transaction. Payment shall be based on actual deliveries and should not exceed total contract cost.
The winning supplier/service provider must send the billing statement for the actual number of goods delivered every fifteenth (15 th) and every end of the month (30 th).
If the need arises, the value of the lechon may be converted to gift certificates. Gift Certificates' expiration should be within the duration of the contract.
Delivery Charge should be free of charge within Metro Cebu (Cebu City, Mandaue City, Lapu-Lapu City and Talisay City)
SCHEDULE OF DELIVERY: Stagger delivery within One (1) Year commencing from the date of receipt by the winning bidder of the Notice to Proceed.
PLACE OF DELIVERY: Casino Filipino – Cebu Main, Waterfront Hotel & Casino Salinas Drive, Lahug, Cebu City.


- b. It has good title to the goods described in the **PO No.26990**, 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 **THE 30K STORY 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.
 - 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 **Five Hundred Sixty-Six Thousand Four Hundred Pesos only (PHP 566,400.00), VAT Exclusive, Zero-Rated Transaction** upon completion of delivery of the goods and upon **PAGCOR's** issuance of Certificate of Acceptance.



PURCHASE ORDER (P.O.) ANNEX

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

14. This Annex A, consisting of four (4) pages, shall form part of PO No.26990.


~~DEBATE SINGH~~ / 11.26.21
Signature over printed Name of Supplier/Date

