



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

PURCHASE ORDER

Page # 1
 Supplier : C-SAINT SAINT R ENTERPRISE
 Address : DR 7 METORLAND BLDG., S.B. CABAJUG, IBABAO, MANDAUE CITY
 TIN : 105-327-543-002
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26996
 SER.# 1
 PO Date : 8 DEC 2021
 ITB Number : SM21-11-009CED
 Buyer Code : FHD

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

Place of Delivery : CF-CEBU

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#70046	MARKETING SECTION				
1 102100140	BUTTON 2.25 INCH BUTTON PINS (2-3COLORS DESIGN) 2.25" INCHES	750.00	PC	20.00	15,000.00
2 106005067	BUTTON 1" INCH BUTTON PINS(2-3 COLORS DESIGN)	750.00	PCS.	19.00	14,250.00
3 118001207	T-SHIRT W/ COLLAR COLLARED DRI-FIT (POLO SHIRTS WHITE) HIGH QUALITY DESIGN CASINO FILIPINO ELIPSE LOGO AT THE NAPE OF THE SHIRT	1,500.00	PCS.	500.00	750,000.00

--- NOTHING FOLLOWS ---

Attachment: RV, AWARD OF CONTRACT,

Remarks :FOR MARKETING USE

SUB-TOTAL : 779,250.00
 TOTAL : 779,250.00
 LESS DISCOUNT :
 CHANGE :
 GRAND TOTAL : 779,250.00

Total Amount in Words:SEVEN HUNDRED SEVENTY NINE 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.

Mary Gabriela Saldanña
 Signature Over Printed Name of Supplier

Recommended by
 CELESTE B. JAVIER
 ACTING SBM,PLFM

Ma. Consolacion A. Pasion

: Funds Available
 :
 : GRAZIELA B. DIAZ SMO
 : ANP/SA Acctg Dept/Section:
 : Budget Authorization No. Amount

Approved By:
 MA. CONSOLACION A. PASION
 OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

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*Purchase Order No.26996
Annex A - Terms and Conditions*

1. The total price stated in the **Purchase Order No.26996** already includes all applicable taxes, fees and charges required by the government. **SAINT "R" ENTERPRISE** 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. **SAINT "R" ENTERPRISE** shall complete the supply & delivery of goods within the time prescribed in the **PO No.26996**. Should **SAINT "R" ENTERPRISE** 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 **SAINT "R" ENTERPRISE** still fails to deliver the item after the lapse of initial delivery within fifteen (15) 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 **SAINT "R" ENTERPRISE** fails to comply with its undertakings under this **PO No.26996**, **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.26996** 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.26996** 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.26996** 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.26996** or any interest in it may not be assigned without the prior written consent of the other **PARTY**.

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 26996
Supply and Delivery of Various Items for Raffles and Giveaways for CF-Cebu Main (2-Lots) under ITB NO. SV21-11-008CEB

End-User: 



PURCHASE ORDER (P.O.) ANNEX

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7. This PO No.26996 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.26996 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.26996 shall be binding UNLESS executed in writing by the PARTIES. No waiver of any of the provisions of this PO No.26996 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.26996. 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.26996, 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.26996 in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO No.26996 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. SAINT "R" ENTERPRISE hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Signature over printed Name of Supplier

Andres

Quantity / UOM	Technical Description	Unit Cost	Total Cost
750 pcs.	BUTTON PINS 2.25" INCHES (2-3 COLORS DESIGNS)	PHP 20.00	PHP 15,000.00
750 pcs.	BUTTON PINS 1" INCH (2-3 COLORS)	PHP 19.00	PHP 14,250.00
1,500 pcs.	POLO SHIRTS WHITE (DRI-FIT HIGH QUALITY) DESIGN: CASINO FILIPINO ELIPSE LOGO AT THE NAPE OF THE SHIRT	PHP 500.00	PHP 750,000.00

ANNEX "A" OF P.O. NO. 26996
 Supply and Delivery of Various Items for Raffles and Giveaways for CF-Cebu Main (2-Lots) under ITB NO. SV21-11-008CEB

End-User:



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Grand Total Cost

Seven Hundred
Seventy-Nine
Thousand Two
Hundred Fifty
Pesos only
PHP 779,250.00

ADDITIONAL TERMS AND CONDITIONS:

1. Supplier must be able to present 3-sets of Sinulog themed design that will be placed at the left chest area. Design must reflect PAGCOR and the spirit of Sinulog 2022. End-user will choose the design after submission of quotation and submit to BBAC through the Post-Qualification report.
2. The Contractor should not exceed beyond the contract price.
3. The Contractor should deliver Polo Shirts on or before January 10, 2022.
4. The Contractor must replace the defective/damage items two (2) days upon receipt of notification.

The supplier shall deliver at the Casino Filipino-Cebu Main.

SCHEDULE OF DELIVERY:

From the acknowledgement date of Notice to Proceed until completion of delivery on or before January 10, 2022.

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.26996**, 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 **SAINT "R" ENTERPRISE** 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.

ANNEX "A" OF P.O. NO. 26996

Supply and Delivery of Various Items for Raffles and Giveaways for CF-Cebu Main (2-Lots) under ITB NO. SV21-11-008CEB

End-User:



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13. Schedule of payment: **PAGCOR** shall pay in the total amount of **Seven Hundred Seventy-Nine Thousand Two Hundred Fifty Pesos only (PHP 779,250.00), VAT Exclusive, Zero-Rated Transaction** upon completion of 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 No.26996**.

[Handwritten Signature]
Maria Gertrude Sanblanca 12/10/2021
Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 26996
Supply and Delivery of Various Items for Raffles and Giveaways for CP-Cebu Main (2-Lots) under ITB NO. SV21-11-008CEB

End-User: *[Handwritten Signature]*