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*Purchase Order No. 2121
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. **SHANJON SPECIALTY FOODS, 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 **CONTRACTOR** shall complete and/or the Services within the prescribed in this Contract.

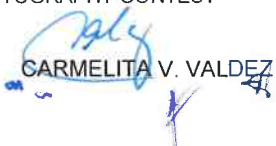
Should the **CONTRACTOR** incur delay in the performance of the Services, inclusive of duly granted time extensions if any, the **CONTRACTOR** shall be liable for damages for the delay and shall pay liquidated damages amounting to one-tenth of one percent (1/10 of 1%) of the cost of the delayed Services for each day of delay, including Sundays and Holidays, until such Services are finally rendered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **CONTRACTOR** or collected from any securities or warranties posted by the **CONTRACTOR**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid by the **CONTRACTOR**, without prejudice to other courses of action and remedies open to it.

3. In the event that **SHANJON SPECIALTY FOODS, 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.


CARMELITA V. VALDEZ

Signature over printed Name of Supplier
 MARY ANN B. ANTON / CHARLOTTE S. GONZA
 8/17/23

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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 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. **SHANJON SPECIALTY FOODS, INC.** hereby further warrants and represents that:

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

Signature over printed Name of Supplier
 MARY-FRAN B. SATORIO
 8/17/23
 S. GONZALEZ


 CARMELITA V. VALDEZ



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TECHNICAL DESCRIPTION

LOT 1 : CATERING SERVICES FOR THE PHOTOCON 2023 REGIONAL SCREENINGS.

BREAKFAST	LUNCH	PM SNACK
<p>Package includes:</p> <ul style="list-style-type: none"> • Buffet • Complete catering set-up <i>(available tables and chairs at the venue will be utilized by the supplier):</i> <ul style="list-style-type: none"> - Buffet table with skirting and centerpiece arrangement - Tables with linen (end-user's choice of available motif) and individual floral centerpieces - Mono block chairs with seat cover - Roll-top chafing dishes, drinking glasses, plates and cutleries • One round of coffee per meal • Mineral water and ice • Waiters in uniform • All viands shall be served hot • Serving time is not later than 7:00a.m. 	<p>Package includes:</p> <ul style="list-style-type: none"> • Buffet • Complete catering set-up <i>(available tables and chairs at the venue will be utilized by the supplier):</i> <ul style="list-style-type: none"> - Buffet table with skirting and centerpiece arrangement - Tables with linen (end-user's choice of available motif) and individual floral centerpieces - Mono block chairs with seat cover - Roll-top chafing dishes, drinking glasses, plates and cutleries • One round of iced tea per meal • Mineral water and ice • Waiters in uniform • All viands shall be served hot • Serving time is not later than 11:00a.m. 	<p>Package includes:</p> <ul style="list-style-type: none"> • Buffet • Complete catering set-up <i>(available tables and chairs at the venue will be utilized by the supplier):</i> <ul style="list-style-type: none"> - Buffet table with skirting and centerpiece arrangement - Tables with linen (end-user's choice of available motif) and individual floral centerpieces - Mono block chairs with seat cover - Roll-top chafing dishes, drinking glasses, plates and cutleries • One round of iced tea per meal • Mineral water and ice • Waiters in uniform • All viands shall be served hot • Serving time is not later than 2:00p.m.

Signature over printed Name of Supplier
 Myrtle B. San Clemente
 8/17/23

No. of Persons: 50 Pax
Date of Event: August 22, 2023 (Tuesday)
Menu : See attached Annex A

DELIVERY PERIOD :

DATE	INGRESS	EGRESS
August 22, 2023 (Tuesday)	6:00a.m.	7:00p.m. or earlier

Note:
In case change of date/venue is inevitable due to unforeseen circumstance/s (bad weather condition, etc.), the service provider will be notified regarding reschedule at least ten (10) hours before ingress.

CARMELITA V. VALDEZ



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<ul style="list-style-type: none"> - Tables with linen (end-user's choice of available motif) and individual floral centerpieces - Mono block chairs with seat cover - Roll-top chafing dishes, drinking glasses, plates and cutleries • One round of coffee per meal • Mineral water and ice • Waiters in uniform • All viands shall be served hot • Serving time is not later than 7:00a.m. 	<ul style="list-style-type: none"> - Tables with linen (end-user's choice of available motif) and individual floral centerpieces - Mono block chairs with seat cover - Roll-top chafing dishes, drinking glasses, plates and cutleries • One round of iced tea per meal • Mineral water and ice • Waiters in uniform • All viands shall be served hot • Serving time is not later than 11:00a.m. 	<ul style="list-style-type: none"> - Tables with linen (end-user's choice of available motif) and individual floral centerpieces - Mono block chairs with seat cover - Roll-top chafing dishes, drinking glasses, plates and cutleries • One round of iced tea per meal • Mineral water and ice • Waiters in uniform • All viands shall be served hot • Serving time is not later than 2:00p.m.
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No. of Persons: 200 Pax
 Date of Event: September 13, 2023 (Wednesday)

Menu: See attached Annex C

DELIVERY PERIOD:

DATE	INGRESS	EGRESS
September 13, 2023 (Wednesday)	5:30a.m.	5:00p.m. or earlier

In case change of date/venue is inevitable due to unforeseen circumstance/s (bad weather condition, etc.), the service provider will be notified regarding reschedule at least ten (10) hours before ingress.

INSPECTION AND TEST:

Physical inspection of the food and beverage upon delivery at the site to check whether the items are complete and compliant to the requirements.

PERIOD FOR CORRECTION OF DEFECTS:

Unsatisfactory goods shall be replaced immediately upon receipt of notice from the CCD representative/end-user.

In case of spoilage, the winning bidder shall immediately replace the food (breakfast/lunch/snack) from third party sources (e.g. fast food chains, upon approval of the end-user) not lower than the agreed cost.

PAYMENT SCHEDULE:

100% of the costs of the items delivered per lot provided that all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance (issuance of the IAR) in writing of the items described in the Contract.

DELIVERY PLACE:

National Museum of National History North Function Hall, Rizal Park, T.M. Kalaw Street, Ermita, Manila

8/17/23
 Mary Jane B. Saca
 Signature over printed Name of Supplier

[Signature]
 CARMELITA V. VALDEZ



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CONTACT PERSONS (For Delivery):

Mary Melissa T. Berba
 Assistant Corporate Events and Promotions Officer
 Tel. No.: (02) 8526-0337 local 7157
 Email: MaryMelissa.Berba@pagcor.ph


Ciara M. Tanchoco
 Corporate Events and Promotions Officer II
 Corporate Communications Department
 Tel. No.: (02) 8526-0337 local 7159
 Email: Ciara.Tanchoco@pagcor.ph

Maricel O. David
 Senior Corporate Events and Promotions Officer
 Corporate Communications Department
 Tel No.: (02) 8526-0337 local 7156
 Email: Maricel.David@pagcor.ph

V. Valdez
 5/17/23
 S. Gomez
 Signature over printed Name of Supplier

- 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.
- 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. **SHANJON SPECIALTY FOODS, INC.** 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. **SHANJON SPECIALTY FOODS, INC.** has good title and/or full authority to supply the services in this PO, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- f. **SHANJON SPECIALTY FOODS, INC.** 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 item/s contained in Section 12.a herein.
- g. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.



CARMELITA V. VALDEZ

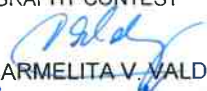
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13. **SHANJON SPECIALTY FOODS, INC.** shall be held liable/accountable for any damages/accidents that may be incurred during the render of services to the designated delivery place indicated in the PO.

14. **Payment Conditions:** Payment shall process upon submission of every billing for the three (3) scheduled events in the total amount of Six Hundred Thirty-Two Thousand Three Pesos (PhP632,003.00), VAT Exclusive, Zero-Rated Transaction, and upon issuance of PAGCOR's Certificate of Completion and Acceptance.

15. This Annex A, consisting of five (5) pages, shall form part of PO No. 2121.


 8/17/23
MARY JANE B. BASTO / Chairman / S. GOMEZ
 Signature over printed Name of Supplier/Date


 CARMELITA V. VALDEZ
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