



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 1

P.O. No. 29068

Supplier : C-SAINTE SAINT R ENTERPRISE
 Address : DR 7 AETORLAND BLDG., S.B. CARANIG, TRAYO, MANDALU CITY
 TIN : 105-327-543-002
 WAT : All Items are WAT Exclusive / Zero Rabat

SEAL# 1
 PO Date : 3 NOV 2019
 ITB Number : SM19-09-035CEB
 Buyer Code : LDT

Gentlemen :

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

Place of Delivery : CF-CER

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
112003002	STOCK REPLENISHMENT - VIP BAR				
1 112003003	CIGARETTE LIGHTS SUPER SLIM LIGHTS IMPORTED	400.00	PACK	115.00	46,000.00
2 112003006	CIGARETTE U.S CHARCOAL IMPORTED, ROUND BOX	400.00	PACK	115.00	46,000.00
3 112003011	CIGARETTE MENTHOL SUPER SLIM IMPORTED (POP)	400.00	PACK	115.00	46,000.00
4 112003013	CIGARETTE (M) MENTHOL	400.00	PACK	115.00	46,000.00
5 112003024	CIGARETTE MENTHOL LOCAL SUPER SLIM MENTHOL IMPORTED (GREEN)	400.00	PACK	115.00	46,000.00
6 112003039	CIGARETTE RED CIGAR SLIM FIT (IMPORTED BROWN)	400.00	PACK	115.00	46,000.00
7 112003060	CIGARETTE LIGHTS SUPER MASTER IMPORTED (BLACK) KING SIZE	400.00	PACK	115.00	46,000.00
8 127003064	CIGARETTE M RED US	650.00	PACK	243.00	157,950.00
9 127003065	CIGARETTE M LIGHTS LOCAL	700.00	PACK	115.00	80,500.00
10 127003066	CIGARETTE M LIGHTS (US)	650.00	PACK	243.00	157,950.00
11 127003067	CIGARETTE M RED LOCAL	700.00	PACK	115.00	80,500.00
12 127003069	CIGARETTE M LIGHTS US LIGHTS MENTHOL IMPORTED	400.00	PACK	115.00	46,000.00

--- NOTHING FOLLOWS ---

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

Remarks : FOR VIP BAR USE.

Total Amount in Words: EIGHT HUNDRED FORTY FOUR THOUSAND NINE HUNDRED PESOS ONLY

SUB-TOTAL : 944,900.00
 TOTAL : 844,900.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 844,900.00



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 2

Supplier : C-SAINI SAINT R ENTERPRISE

Address : DR 7 AETORLAND BLDG., S.B. CASHUG, IBRAHO, MANDALAY CITY

TIN : 105-327-543-002

VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 26868

SEQ.# 1

PO Date : 5 NOV 2019

ITB Number : 0419-09-03000

Buyer Code : LDT

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

Recommended By:

JOEL S. CANTOS
SBAM, PLM

: Funds Available

:

:

: Budget Authorization No.

GRAZIELA B. DIAZ GAO

ASST. Dir. Dept./Section

1810-044 Amount P844,900.00

Approved By:

RICHARD L. LY
GENERAL MANAGER

Purchase Order No. 26868
Annex A – Terms and Conditions

1. The total price stated in the **Purchase Order No. 26868** 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#26868**. 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 items after the lapse of delivery within sixty (60) 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#26868**, **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#26868** 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#26868** 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#26868** 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#26868** or any interest in it may not be assigned without the prior written consent of the other party.
7. This **PO#26868** 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#26868** 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#26868** shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this **PO#26868**

ANNEX "A" OF P.O. NO. 26868

Supply and Delivery of Cigarettes under ITB No. SV19-09-035CEB

Page 1 of 3

End User 

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#26868**. 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#26868** 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#26868** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26868** in its entirety or in part.
11. **SAINT "R" ENTERPRISE** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:


Supply and Delivery of Cigarettes			
Qty/Unit	Item Description	Unit Price	Total Contract Price
650 packs	<i>Cigarette, Lights, Imported, Gold Filter Cigarette, Original (20 sticks per pack/10 packs/ream) Flip top box</i>	PHP 243.00	PHP 157,950.00
700 packs	<i>Cigarette, Lights, Local, Filter Cigarette (20 sticks per pack/10 packs/ream) Soft pack</i>	PHP 115.00	PHP 80,500.00
700 packs	<i>Cigarette, Red, Local, Filter Cigarette (20 sticks per pack/10 packs/ream) Soft pack</i>	PHP 115.00	PHP 80,500.00
650 packs	<i>Cigarette, Red, Imported, Filter Cigarette (20 sticks per pack/10 packs/ream) King size Flip top box</i>	PHP 243.00	PHP 157,950.00
400 packs	<i>Cigarette, Lights Menthol, Imported, Filter Cigarette, Original (20 sticks per pack/10 packs/ream) Round box</i>	PHP 115.00	PHP 46,000.00
400 packs	<i>Cigarette, Charcoal, Imported, Charcoal Filter Cigarette, Original (20 sticks per pack/10 packs/ream) Round box</i>	PHP 115.00	PHP 46,000.00
400 packs	<i>Cigarette, Super Slim, Imported (Pop) (20 sticks per pack/10 packs/ream)</i>	PHP 115.00	PHP 46,000.00
400 packs	<i>Cigarette, Super Slim Lights, Imported (Blue) (20 sticks per pack/10 packs/ream)</i>	PHP 115.00	PHP 46,000.00
400 packs	<i>Cigarette, Super Slim Menthol, Imported (Green) (20 sticks per pack/10 packs/ream)</i>	PHP 115.00	PHP 46,000.00



Indien 10

400 packs	Cigarette, Cigar Slim Fit, Imported (Brown) (20 sticks per pack/10 packs/ream)	PHP 115.00	PHP 46,000.00
400 packs	Cigarette, Super Master, Imported (Black) King size (20 sticks per pack/10 packs/ream)	PHP 115.00	PHP 46,000.00
400 packs	Cigarette, Mojito Double, Imported, King size (20 sticks per pack/10 packs/ream)	PHP 115.00	PHP 46,000.00
Total Contract Price			<i>Eight Hundred Forty-Four Thousand Nine Hundred Pesos only</i> PHP 844,900.00 <i>VAT Exclusive, Zero Rated Transaction</i>
Completion Period	Within sixty (60) calendar days from the acknowledgement date of Notice to Proceed		
Delivery Place	Casino Filipino – Cebu Main, Waterfront Hotel & Casino Salinas Drive, Lahug, Cebu City		

- b. It has good title to the goods described in the **PO#26868**, 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.
12. **PAGCOR** shall pay in the total amount of **Eight-Hundred Forty-Four Thousand Nine Hundred Pesos Only (PHP 844,900.00)**, VAT Exclusive, Zero Rated Transaction.
 13. This Annex A, consisting of three (3) pages, shall form part of **PO # 26868**


Signature over printed Name of Supplier/Date