

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

**PURCHASE ORDER**

Page # 1  
 Supplier : L-PSMRI PHILIPPINE SPRING WATER RESOURCES, INC.  
 Address : BRGY. 51-B, MANGALISAN WEST, LADAG CITY, I.N.  
 TIN : 000-063-916-030  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 16002  
 SEQ.# 1  
 PO Date : 3 MAY 2016  
 ITB Number : SVP16-00002LAD(SMALL)  
 Buyer Code : BSM

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

Place of Delivery :

Payment Term :

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD# 2349 1 112002225	PROCUREMENT & PROPERTY SECTION WATER, MINERAL 350ML W/PERSONALIZED LABEL (CASINO FILIPINO ASIA'S FRIENDLIEST)	28,800.00	BOTL	4.50	129,600.00
--- NOTHING FOLLOWS ---					

Attachment: APP2016, RV, RFD, RESO, AWARD OF CONTRACT, NOA, ABSTRACT

SUB-TOTAL : 129,600.00  
 TOTAL : 129,600.00  
 LESS DISCOUNT :  
 CHARGE :  
 GRAND TOTAL : 129,600.00

Remarks : TWO(2) LOTS SUP. & DEL. OF MINERAL WATE  
 5 GALLON REFILL & BOTTLED WATE

Total Amount in Words: ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED 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.

*Phils. Spring Water Resources Inc / Mr. M. Marasigan*  
 Signature Over Printed Name of Supplier 5-5-16

Recommended by:  
  
 ROBERT M. BAUTISTA  
 SR. ADMIN. OFFICER

Funds Available :  
 :  
 : FLORESCO A. SURIANO  
 : AVP/SA Acctg Dept/Section:  
 Budget Authorization No. 100101 Amount 129,600.00

Approved By:

LUIS ELADIO SEBASTIAN  
 OFFICER-IN-CHARGE 5/4/16

**Purchase Order No. 16002**  
**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. **Philippine Spring Water Resources, 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. **Philippine Spring Water Resources, Inc.** shall complete the supply & delivery of goods within the time prescribed in the P.O. should **Philippine Spring Water Resources, 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 **Philippine Spring Water Resources, Inc.** still fails to deliver the item after the lapse of seven (7) calendar days upon receipt of notice 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 **Philippine Spring Water Resources, Inc.** fails to comply with its undertakings under this P.O, 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.
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

ANNEX "A" OF P.O. NO. 16002

Two (2) Lots Supply and Delivery of Mineral Water 5 gallon refill and Bottled Water 350ml. - RV No.14-6270 & 14-6273 ITB No. SVP16-00002LAO

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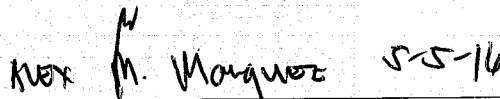
Signature over printed Name of Supplier

*Handwritten signature*

*Handwritten signature*



- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **Philippine Spring Water Resources, Inc.** a warranty shall be required from it for a minimum of twenty four (24) hours after performance and acceptance of the contract.
12. PAGCOR shall pay in the total amount of **One Hundred Twenty Nine Thousand Six Hundred Pesos (Php129,600.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance and / or staggered payment based on the actual delivery of goods.
13. **Philippine Spring Water Resources, Inc.** should deliver the goods within seven (7) calendar days upon receipt of notice, depending on the quantity requested by end-user and shall not exceed the total contract quantity of 28,800 bottles.
14. As scheduled, in case of changes, **Philippine Spring Water Resources, Inc.** will be informed ahead of time for the additional delivery of goods.
15. This Annex "A" shall be automatically terminated if the budget is exhausted before the termination date.
15. This Annex A, consisting of three (3) pages, shall form part of PO # 16002.

  
Signature over printed Name of Supplier/Date