



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

PURCHASE ORDER

Page # 1.

P.O. No. 18001

Supplier : PHILSPR PHILIPPINE SPRING WATER RESOURCES, INC.
 Address : BRGY. 51-B, NANGALISAN WEST, LADAG CITY, ILOCOS NORTE
 TIN : 000-063-916-030
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 14 FEB 2018
 ITB Number : SVP18-01-0011LO
 Buyer Code : BSM

Gentlemen :

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

Place of Delivery :

Payment Term : PER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
PMD# 2504 1 101023930	BR.PROP.AGEN.SERV-365 WATER, MINERAL WATER BOTTLED WATER, 350ML, PERSONALIZE LABEL(CASINO FILIPINO ASIA'S FRIENDLIEST) AT LEAST 48 BOTTLES/BOX WITH PLASTIC SEALED CAP	80,005.00	BOTL	4.75	380,023.75

- - - N O T H I N G F O L L O W S - - -

Attachment: APP2018, RV, RFO, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

SUB-TOTAL : 380,023.75

TOTAL : 380,023.75

LESS DISCOUNT :

CHARGE :

GRAND TOTAL : 380,023.75

Remarks : TWO(2) LOTS SUP&DEL OF BOTTLED WATER
 ML & PURIFIED WATER, 56 GALLOON-RE

Total Amount in Words: THREE HUNDRED EIGHTY THOUSAND TWENTY THREE PESOS AND 75/100 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.

Signature Over Printed Name of Supplier

Recommended by:

FLORESCO R. SORIANO
 ACTING SR. ADMIN. OFFICER

Funds Available

FLORESCO R. SORIANO

AVP/SA Acctg Dept/Section:

Budget Authorization No.

18-01-03 Amount 380,023.75

Approved By:

VIDAL T. CABIGON, JR.
 BRANCH MANAGER

2/14/18

Purchase Order No. 18001
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 two (2) 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 provisions of this PO shall be deemed, or shall constitute, a waiver of any other provision,

ANNEX "A" OF P.O. NO. 18001

Two (2) Lots Supply and Delivery of Bottled Water, 350ML and Purified Water, 5Gallon-refill under ITB No. SVP18-01-001ILO

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Signature over printed Name of Supplier

JES MARQUEZ

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. **Philippine Spring Water Resources, Inc.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Quantity	DESCRIPTION
80,005 Bottles	Bottled Water, 350ml, mineral Personalize label (Casino Filipino Asia's Friendliest) at least 48 bottles/box with plastic sealed cap
TECHNICAL SPECIFICATIONS	
1) The standard design of the bottle and the label shall be provided by PAGCOR.	
2) Bottled drinking water (Purified) packed at 350ml PET Bottle.	
3) Standard preformed bottle weight required = 12.5-15grams.	
4) Physical-Chemical Properties	
<u>Purified water specifications:</u>	
Description	Guide Level
1) Total Dissolved Solid (TDS)	<10ppm
2) pH (Alkalinity/Acidity)	5-7
3) Turbidity	1 NTU
4) Color	
• Shall not exceed 15units	15 NTU

Signature over printed Name of Supplier
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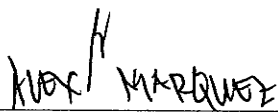
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 MEX MARQUEZ
 Signature over printed Name of Supplier

5) Bottled and caps shall be manufactured from virgin materials (i.e. materials which have not been recycled).	
6) Bottled water containing a substance at a level considered injurious to health is deemed to be adulterated, regardless of whether or not the bottled bears a label statement of substandard quality.	
7) The Service Provider/Supplier must comply with the prescribed scheduled of staggered delivery and will confirm the same with the SGSA on duty depending on the availability and capacity of PAGCOR's stock room.	
8) The Service Provider/Supplier must see to it that the items to be delivered must be in proper arrangement and presentable, no dent and no broken plastic seal.	
9) The Service Provider/Supplier must replace any dent and broken seal within twelve (12) hours upon receipt of notice.	
10) The Service Provider/Supplier must comply with the prescribed design presented such font, color and sizes of LOGO.	
GENERAL CONDITIONS	
1) The supplier must be able to provide the requirements of the branch relative to the beverages to be provided to its clients in accordance with the standards herein defined.	
2) The supplier must be duly licensed or authorized by the proper government agencies to provide beverages.	
3) The supplier must inform the end-user at least two (2) hours before the actual date and time of delivery.	
4) The supplier must issue Receipts / Invoices upon delivery of goods.	
WAIVER OF LIABILITY	
1) The supplier will fully defend, protect, indemnify and hold PAGCOR harmless from and all adverse claims that may be made by any party for the possession and/or use of the good delivered.	
2) PAGCOR will not accept any liability for the damage of the goods during transit; risk and title will be deemed to have passed to PAGCOR only upon receipts and final acceptance of the goods.	
Delivery Period	Staggered delivery from the date of receipt by the winning supplier of the Notice to Proceed
Delivery Place	Casino Filipino – Ilocos Norte, 365 Plaza (Valdez Center) Brgy. 01, San Francisco, San Nicolas Ilocos Norte
OTHER CONDITIONS	
1) Quotations should be VAT-exclusive, zero-rated transaction.	
2) Quotations shall not exceed the total ABC per lot participated.	

ANNEX "A" OF P.O. NO. 18001

Two (2) Lots Supply and Delivery of Bottled Water, 350ML and Purified Water, 5Galloon-refill under ITB No. SVP18-01-001ILO

- b. It has good title to the goods described in the PO, 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 twelve (12) hours upon receipt of notice. Failure to replace the same within the same period shall make **Philippine Spring Water Resources, 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.
12. PAGCOR shall pay in the total amount of **Three Hundred Eighty Thousand Twenty Three Pesos and 75/100 (PhP380,023.75)**, 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 for staggered basis, at least two (2) calendar days upon receipt of notice, depending on the quantity requested by PAGCOR and shall not exceed the total contract quantity of 80,005 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 as the need arises.
 15. This Annex "A" shall be automatically terminated if the budget is exhausted before the termination date.
 16. This Annex A, consisting of four (4) pages, shall form part of PO # 18001.


2-15-14

Signature over printed Name of Supplier/Date