



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

PURCHASE ORDER

Page # 1
 Supplier : BLEDCO BLEDCO-WATER STATION LCCC BRANCH
 Address : LC COMM.COMPLEX, ABADILLA ST., BRGY. SAN JACINTO, LAOAG CITY, ILOCOS NO
 TIN : 005-511-934-004
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 18002
 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	BR.PROP. GEN.SERV-365				
I 108002081	WATER PURIFIED WATER 5 GAL - REFILL	1,850.00	GAL	20.00	37,000.00

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

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

	SUB-TOTAL :	37,000.00
	TOTAL :	37,000.00
	LESS DISCOUNT :	
	CHARGE :	
	GRAND TOTAL :	37,000.00

Remarks : TWO(2) LOTS SUP&DEL OF BOTTLED WATER -
 ML & PURIFIED WATER, 5GALLOON-RE

Total Amount in Words: THIRTY SEVEN THOUSAND 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.

Enrico A. Aurelio FEB 15 2018
 Signature Over Printed Name of Supplier

Recommended by: : Funds Available
 FLORESCO A. SORIANO :
 ACTING SR. ADMIN. OFFICER : Budget Authorization No. 18-01-13 Amount 37,000.00

Approved By: 2/14/18
 VIDA T. CARIGON, JR.
 BRANCH MANAGER

Purchase Order No. 18002
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. **Government of Laoag Employees Development Cooperative (GLEDCO)** 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. **Government of Laoag Employees Development Cooperative (GLEDCO)** shall complete the supply & delivery of goods within the time prescribed in the P.O. should **Government of Laoag Employees Development Cooperative (GLEDCO)** 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 **Government of Laoag Employees Development Cooperative (GLEDCO)** 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 **Government of Laoag Employees Development Cooperative (GLEDCO)** 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,

ANNEX "A" OF P.O. NO. 18002

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

Page 1 of 4

Signature over printed Name of Supplier

[Handwritten Signature]
Enrico A. Auzilio

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. **Government of Laoag Employees Development Cooperative (GLEDCO)** hereby further warrants and represents that:

- a. The goods and specifications shall be described as follows:

Quantity	DESCRIPTION
1,850 Bottles	Purified Water, 5gallon - refill
1. The service provider/supplier should submit an updated sanitary permit.	
2. The Service provider/supplier, upon payment by PAGCOR, must issue the required official receipt.	
3. The service provider/supplier shall provide a "Certificate of Health Regulatory Device Registration" (CHRDR) for water purification devices that produce safe drinking water conforming to the minimum quality standard set by FDA-DOH.	
4. The service provider/supplier must set reasonable rates for PAGCOR.	
5. Winning bidder should present on a regular monthly basis a duly certified of Microbial Examination of Water from a reputable DOH-accredited laboratory and from the Health Department of the City or Municipality Government covering the place of business and the physical and chemical properties of mineral water such as TDS, pH, Color and Turbidity. These documents shall form part of the legal documents evidencing the statements/declaration under oath of the contents. PAGCOR reserves the	

ANNEX "A" OF P.O. NO. 18002

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

Emilio A. Aurelio

Signature over printed Name of Supplier

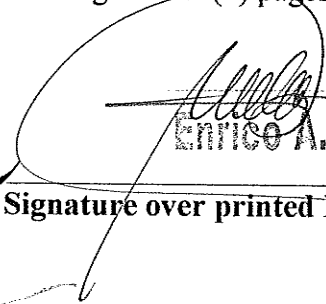
right to demand sufficient samples for random validation of laboratory analysis.	
6. Winning bidder shall provide a certificate of "Gross Alpha Beta Activity Test" if the source water is a deep well water.	
7. Plastic container and caps shall conform to the test for heavy metals and migratory/leachable substances prescribed by the FDA-DOH.	
8. All 5gal. Containers are made of food grade materials. They shall be free of adhesives or other substances that may interact physically or chemically with the product. Said containers should be capable of handling 5gal. of Purified water.	
9. The service provider/supplier must issue Billing Statement/Statement of Account upon delivery of items.	
10. Payment shall be based on actual delivery.	
Delivery Period	Staggered delivery within one (1) year from the effectivity date specified in the notice to proceed.
Delivery Place	Casino Filipino – Ilocos Norte, 365 Plaza (Valdez Center) Brgy. 01, San Francisco, San Nicolas Ilocos Norte

- 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 **Government of Laoag Employees Development Cooperative (GLEDCO)** 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 **Thirty Seven Thousand Pesos (PhP37,000.00)**, 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.

Signature over printed Name of Supplier

[Handwritten Signature]
EMPO A. AUCIO

13. **Government of Laoag Employees Development Cooperative (GLEDCO)** should deliver the goods within two (2) calendar days upon receipt of notice, depending on the quantity, as requested by PAGCOR and shall not exceed the total quantity of 1,850 Bottles for purified water, 5gallon-refill.
14. **Government of Laoag Employees Development Cooperative (GLEDCO)** shall submit a valid Business/Mayor's Permit before processing and release of payment;
15. As scheduled, in case of changes, **Government of Laoag Employees Development Cooperative (GLEDCO)** will be informed ahead of time for the additional delivery of goods.
16. This Annex "A" shall be automatically terminated if the budget is exhausted before the termination date.
17. This Annex A, consisting of four (4) pages, shall form part of PO # 18002.


Enrico A. Aurelio FEB 15 2018
Signature over printed Name of Supplier/Date