



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

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PURCHASE ORDER P.O. No. 1235

Supplier : MACH MACH UNION WATER LABORATORY IN
 Address : MACH UNION BLDG, 335 REAL STREET, TALON 3, LAS PINAS CITY
 TIN : 006-569-449-000
 VAT : All Items are VAT Exclusive / Zero Rated

SER.# 1
 PO Date : 6 JUN 2018
 Mode of Purchase: NEGOTIATED PROCUREMENT
 Buyer Code : ALE

Gentlemen :

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

Place of Delivery : PAGCOR COMPLEX, IMUS, CAVITE

Payment Term : AS PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PYD#98086 1 108002473	FACILITIES MGT. & ENGS. DEPT SERVICES PROCUREMENT OF MONTHLY SERVICES FOR ANALYSIS OF WATER AT THE WATER PURIFICATION SYSTEM AT IMUS(MICROBIOLOGI- CAL ANALYSIS AS PER ANNEX A	1.00	LOT	4,500.00	4,500.00

--- NOTHING FOLLOWS ---

Attachment: RV, RFG, AOC, ITB NO. SV18-04-035COR WITH AWARD RECOMMENDATION, NOA

SUB-TOTAL :	4,500.00
TOTAL :	4,500.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	4,500.00

Remarks :
 Total Amount in Words: FOUR THOUSAND FIVE HUNDRED PESOS ONLY

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before _____.
- > 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.
- > All FREE items that come with the item/s purchased must be included/reflected in the Delivery Receipt/Sales Invoice.

SHARON SJ. QUINTANILLA
 Signature Over Printed Name of Supplier 6/20/18

"This is to certify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9184, its Implementing Rules and Regulations and other applicable laws".

- !! Limited Source Bidding (Selective Bidding) !! Shopping
- !! Direct Contracting (Single Source Procurement) !! Negotiated Procurement

Commended by:
M. B. Dizon
 MENA B. DIZON
 PROCUREMENT OFFICER, PD-ESG

Funds Available :
 :
 :
 Budget Authorization No. 1711-1127 Amount 4,500.00

Approved By:
Hernando C. Apigo
 HERNANDO C. APIGO
 ASST. VICE PRESIDENT, PD-ESG

Purchase Order No. 1235
(Annex A – Terms and Conditions)

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **MACH UNION WATER LABORATORY 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. **MACH UNION WATER LABORATORY INC.** shall complete the **SERVICES** within the time prescribed in the PO. Should **MACH UNION WATER LABORATORY 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 unperformed portion 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 **MACH UNION WATER LABORATORY INC.** still fails to render the services after the lapse of fifteen (15) 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 **MACH UNION WATER LABORATORY 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.
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

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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. **MACH UNION WATER LABORATORY INC.** hereby further warrants and represents that:
 - a. The Scope of Services shall be described as follows:

Quantity	DESCRIPTION
1 LOT	<p>Procurement of monthly services for Analysis of Water at the Water Purification System at Imus (Microbiological Analysis)</p> <p>SCOPE OF WORK:</p> <ul style="list-style-type: none"> -Schedule of test is on a monthly basis -To personally get a sample (monthly) of the Purified Water from the Purification System at the Imus Complex -To analyse the raw water sample based on the parameters specified: <ul style="list-style-type: none"> • Total Coliform – Multiple Tube Fermentation • Fecal Coliform – Multiple Tube Fermentation -Supplier must be registered at the Department of Environmental and Natural Resources (DENR) <p>A. <u>Delivery Date</u></p> <ul style="list-style-type: none"> -Assumption of service shall commence upon the advise of PAGCOR (monthly- starting April to December 2018) -Result of the laboratory analysis shall be submitted to PAGCOR Imus Complex within seven (7) working days after the conduct of test <p>B. <u>Place of Delivery</u></p> <p>PAGCOR Imus Complex, 363 Bayan Luma IV, Imus, Cavite</p>


 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. **MACH UNION WATER LABORATORY 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. **MACH UNION WATER LABORATORY 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. **MACH UNION WATER LABORATORY INC.** will 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 Article I herein.
- g. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
12. That **MACH UNION WATER LABORATORY INC.** shall be held liable/accountable to any damages to property, structures or lost of life incurred during the transport of goods to the place of delivery.
13. **Payment Conditions:** Payment shall be made after thirty (30) calendar days from receipt of billing statement/sales invoice based on the report submitted in the amount of **Four Thousand Five Hundred Pesos (PhP4,500.00), VAT Exclusive, Zero-Rated Transaction** and upon PAGCOR's issuance of Certificate of Completion and Acceptance.
14. This Annex A, consisting of four (4) pages, shall form part of PO #1235.


Signature over printed Name of Supplier/Date