



Philippine Amusement & Gaming Corporation

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

31:300;0324;1p2 I11h9830;6995+1t3t10;1f0t2t721?14hzMincho-Medium.J83100 C?600 K;
20405760M446350101201014% C1 K120; 6;72 G

PURCHASE ORDER

Page # 1
Supplier : B-WATER I THIRST WATERS
Address : BUNDOG ST., BRGY. POBLACION WEST, OTUN ILOILO
TIN : 932-454-106-000
WAT : All Items are WAT Exclusive / Zero Rated

P.O. No. 58223
SER.# 1
PO Date : 5 JUL 2022
ITB Number : SV22-06-001BAC
Buyer Code : LLJ

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

Place of Delivery : CF-DACLOD

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMW77670 1 101023092	GENERAL SERVICES SECTION WATER,PURIFIED 5 GALS	4,800.00	BOTL	46.00	220,800.00
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

SUB-TOTAL :	220,800.00
TOTAL :	220,800.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	220,800.00

Remarks : 5 GALLON PURIFIED DRINKING WATER FOR CF-ILOILO

Total Amount in Words: TWO HUNDRED TWENTY THOUSAND EIGHT 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.

Signature Over Printed Name of Supplier

Recommended by:

MARLON F. BIRANGO
SRM

: Funds Available

:

: Budget Authorization No. 220,800.00 Amount 220,800.00

Approved By:

NESTOR G. LEGASPIÑA
BRANCH MANAGER

CERTIFIED TRUE COPY
OF BIDDING
BIDS AND AWARDS SECTION

BY: _____

DATE: 7/7/22



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 1 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

8

Purchase Order No. 58223
Annex A - Terms and Conditions

1. The total price stated in the Purchase Order (PO) No. 58223 already includes all applicable taxes, fees and charges required by the government 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. **I THIRST WATERS** shall complete the supply & delivery of goods within the time prescribed in the PO. Should 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 **I Thirst Waters** still fails to deliver the item after the lapse of thirty (30) 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 **I Thirst Waters** 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

ANNEX "A" OF P.O. NO.58223
Supply and Delivery of 5 Gallon Purified Drinking Water for CF-Iloilo
Under ITB No. SV22-05-001BAC

CERTIFIED TRUE COPY
OF BACOLOD
BIDS AND AWARDS SECTION

BY: _____
DATE: 7/1/22

Mary Anne Purtes
Signature over printed Name of Supplier



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 2 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

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. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.
12. **I Thirst Waters** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Technical Description	Quantity / UOM
Supply and Delivery of 5 Gallon Purified Drinking Water for CF-Iloilo	4,800 - containers
PHYSICAL – CHEMICAL PROPERTIES	
Description	Guide Level
pH	5-7
TDS	<10ppm (Total Dissolved Solids – TDS)
Taste	No objectionable Taste
Odor	No objectionable Odor
Color	5 TCU (True Color Units)
Turbidity	5 NTU (Nephelometric Turbidity Units)

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO.58223
 Supply and Delivery of 5 Gallon Purified Drinking Water for CF-Iloilo
 Under ITB No. SV22-06-0018AC

CERTIFIED TRUE COPY
OF RAJOLOD
BIDS AND AWARDS SECTION

BY: _____
 DATE: 7/7/22



PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 3 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

ADDITIONAL TERMS AND CONDITIONS:

1. Bidder/s shall provide a Sanitary Permit issued by DOH/or Municipality/City Health Department.
2. Bidder/s 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.
3. 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 purified 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 reserve the right to demand sufficient samples for random validation of laboratory analysis.
4. Winning bidder shall provide a certificated of "Gross Alpha Beta Activity Test" if the source water is a deep well water
5. Plastic container and caps shall conform to the test for heavy metals and migratory / leachable substances prescribe by the FDA-DOH
6. 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 5 gal. of purified water.
7. Expiration of product: Must be eight (8) months and indicated in the container.
8. Payment shall be on monthly basis on staggered delivery.

18/07/22
 NAMMC PUTRES

SCHEDULE OF DELIVERY:

CONTRACT DURATION AND AMOUNT: Twelve (12) Months /400 containers per month.

2022	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
# of containers	400	400	400	400	400	400	
P46.00/ container	P18,400	P18,400	P18,400	P18,400	P18,400	P18,400	P110,400.00
2023	JAN	FEB	MARCH	APRIL	MAY	JUNE	
	400	400	400	400	400	400	
P46.00/ container	P18,400	P18,400	P18,400	P18,400	P18,400	P18,400	P110,400.00
TOTAL							P220,800.00

ANNEX "A" OF P.O. NO.58223
 Supply and Delivery of 5 Gallon Purified Drinking Water for CF-Iloilo
 Under ITB No. SV22-06-001BAC

CERTIFIED TRUE COPY
 OF SALES
BIDS AND AWARDS SECTION

BY: _____
 DATE: 7/7/22



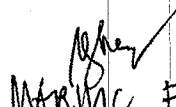
PURCHASE ORDER (P.O.) ANNEX

Page No.	Page 4 of 4
Form No.	PD - 721
Revision No.	0
Effectivity	March 11, 2021

STAGGERED DELIVERY: 100 containers per week or as per request by the end-user

PLACE OF DELIVERY: Casino Filipino-Iloilo, Cor. Delgado and Iznart, Iloilo City

- 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 Thirty (30) calendar days upon receipt of notice. Failure to replace the same within the same period shall make I Thirst Waters 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **Two Hundred Twenty Thousand Eight Hundred Pesos Only (Php220,800.00), VAT Exclusive, Zero-Rated Transaction** upon completion of every delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of Four (4) pages, shall form part of PO # 58223.


 MARIVIC G. FLORES
 I Thirst Waters
 CM Recto St., Poblacion West
 Oton, Iloilo City

ANNEX "A" OF P.O. NO.58223
 Supply and Delivery of 5 Gallon Purified Drinking Water for CF-Iloilo
 Under ITB No. SV22-06-001BAC

CERTIFIED TRUE COPY
 OF SA BIDDING
BIDS AND AWARDS SECTION

BY: _____
 DATE: 7/27/22