



BAGUIO WATER DISTRICT

"Serving Mankind is Serving God"



NOTICE TO PROCEED

28 April 2025

MR. LORENZO J. PALILEO
Chairman, Board of Directors
BADIWAN SILVER SPRINGS CORPORATION
Sitio Badiwan, Poblacion,
Tuba, Benguet

Re: **PROCUREMENT OF BULK WATER SUPPLY**

Dear **Mr. Palileo**:

We wish to inform you that your bid for the Procurement of Bulk Water Supply had been evaluated as the lone calculated responsive bid thus, we are awarding to you the contract.

You are hereby directed to proceed with the delivery within five (5) calendar days from receipt hereof for the eventual delivery of a minimum of 2,000 cubic meters of water per day at a rate of **FORTY-FIVE PESOS (Php45.00) per cubic meter**. This notice shall be effective for a period of one (1) year commencing upon the date of initial delivery unless earlier cancelled pursuant to the terms and conditions of the Memorandum of Agreement.

For other particulars relative to this contract, please refer to our Memorandum of Agreement.

Please find attached Purchase Order numbered 36628 dated 28 April 2025.

Thank you.

Very truly yours,




ENGR. SALVADOR M. ROYECA
General Manager

Conforme:

MR. LORENZO J. PALILEO
Chairman, Board of Directors
Date of receipt: April 28, 2025

BWD BAC_In House_NTP_2025-04-01

No. 003 Utility Road, Brgy. Marcoville, 2600 Baguio City, Philippines
Tel/s (074) 442-6539; 442-4228; 442-4929; 442-6463; 442-4940; 442-4008
Telefax: (074) 444-7246; 444-7245; 442-3456; 442-4858; 444-5364
Email: baguiowaterdistrictgmo@gmail.com

  	BAGUIO WATER DISTRICT BWD Compound, Utility Road, Baguio City	Document No.	ADM-PUR-F006
	PURCHASE ORDER (PO)	Effectivity & Revision Date	July 7, 2023
		Revision No.	02

Supplier / Contractor :	Badiwan Silver Springs Corporation	Purchase Order No :	36628
Contact Number :	09088653199	Date :	April 28, 2025
Address / TIN :	Sitio Badiwan, Poblacion, Tuba, Benguet 2603	PR No. / Abstract No. :	

No.: 36628

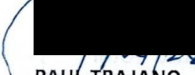
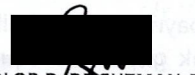
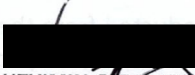


Gentlemen / Madam,

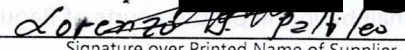
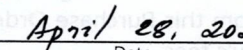
Please furnish this Office the following articles subject to the terms and conditions contained herein


Place of Delivery :	<input type="checkbox"/> Pick-up <input type="checkbox"/> FOB BWD Warehouse <input checked="" type="checkbox"/> Deliver at Site: <u>KM8 Reservoir Dontogan, Tuba, Beng.</u>	Purchase Order (PO) Valid Until: Warranty: <input type="checkbox"/> Six Months <input type="checkbox"/> One Year <input type="checkbox"/> Others (please specify)
Date of Delivery :	<input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days upon receipt of PO one (1) year contract	<input type="checkbox"/> 1% Retention Required <input type="checkbox"/> Performance Bond Required (5% if in check / 50% if GSIS surety bond) <input type="checkbox"/> Subject to testing / inspection prior to payment
Delivery Term :	<input type="checkbox"/> Full <input type="checkbox"/> Partial Delivery Allowed	Payment Term: <input type="checkbox"/> COD <input type="checkbox"/> 30 Days <input type="checkbox"/> Others (please specify)

Quantity	Unit	Description / Specifications	Unit Cost	Amount
		BULK WATER SUPPLY		P 45.00 / cu. m
		(Minimum of 2,000 cubic meters per day,		
		in accordance and subject to the terms and conditions		
		of the attached Memorandum of Agreement made as		
		integral part hereof)		
		X-X-X-X-X-X-X-X-X-X-X-X		
Usage / Requisitioner: To be delivered at KM 8 Reservoir, Tuba, Benguet				

Prepared by:

 PAUL TRAJANO OIC Purchasing Supervisor	 ATTY. CHANELL DOLOR D. CRUZMAN-BITAO Administrative Division Manager	 LUZVIMIN G. RAMOS Internal Auditor	 ATTY. MA. LUISA C. TENEDERO AGM-Adm./Com./Fin./ICT	 ENGR. SALVADOR M. ROYECA General Manager
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Conforme:	 Lorenzo B. Pali-es Signature over Printed Name of Supplier	 April 28, 2025 Date
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Funds Available:  JELYN D. LIGAYO Finance Division Manager	Acct.: Operating / Maintenance Expense <input checked="" type="checkbox"/> CAPEX <input type="checkbox"/> Other Payables <input type="checkbox"/>
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TO ALL, PARTIES CONCERNED:

THE FOLLOWING TERMS AND CONDITIONS ARE TO BE STRICTLY OBSERVED

1. The supplier shall deliver all terms indicated in the PO. FOB BWD Warehouse or any designated delivery points within the specified delivery period from receipt of the approved Purchase Order. A proper receipt is assumed upon transmittal via facsimile
2. The following acts are considered offenses unless the same are influenced by acts of God or fortuitous events:

DELAY

- Failure on the part of the supplier to deliver any or all items subject to this Purchase Order within the specified delivery period, including extensions granted, if any, without any valid or justifiable cause. (Gross Offense)
- There is a delay without justifiable cause, in the delivery of pumps, motors, and other materials which directly affect the normal operations of the BWD resulting in business or opportunity losses. (Gross Offense)
- The supplier changes its price/s within the validity period after the receipt of the Purchase Order. (Gross Offense)
- The supplier delivers non-complying item/s. (Gross Offense)
- The supplier conceals the true condition of the delivered items (e.g. Reconditioned items - Gross Offense)

Note: Since time is of the essence, the supplier is obligated to deliver the items subject to this Purchase Order within the indicated delivery period without the need of demand, judicially or extrajudicially. Failure to deliver the same within the period indicated herein shall mean default and shall be sanctioned accordingly.

3. Penalties and/or Administrative Sanction are as follows:

A.

MINOR OFFENSES

1st Offense – Warning + LD

2nd Offense - Suspension For six months and Forfeiture of performance Bond + LD

3rd Offense - Suspension Of one (1) year & Forfeiture Of performance bond +LD

B.

Liquidated damages (LD) amounting to 1/10 of 1% of the total contract price for each day of delay but in no case shall exceed 15% of the contract price.

GROSS OFFENSES

1st Offense - Forfeiture of the Performance bond, (if applicable) or suspension of six months + LD

2nd Offense - Forfeiture of the Performance bond, (if applicable) and suspension of one (1) year + LD

4. The BWD will pay the supplier the amount indicated herein by the agreed terms provided that all delivered items are finally accepted and certified as acceptable by BWD-authorized officers.
5. For purchases of pumps/motors and transformers, the necessary laboratory and testing fees shall be to the account of the supplier.
6. A performance bond equivalent to 5% of the total contract price in cash/ check or a 30% Surety bond is required for the purchase/delivery of items with costs exceeding P100,000
7. Warranty - all delivered item/s, except ordinary office supplies, should be brand new, free from patent defects, and shall, unless otherwise specified, be covered with one (1) year warranty from the date of acceptance.
8. A 1% retention money shall be deducted from the total payment and shall be released only upon the expiration of the warranty. In lieu thereof, a special bank guarantee equivalent to 10% of the total contract price shall be submitted by the supplier.
9. Pertinent provisions of RA 9184 form an integral part of this Purchase Order.
10. In case of litigation arising from this Purchase Order, the venue shall be in the proper courts of Baguio City, with reasonable Attorney's fees.