



PURCHASE ORDER (P.O.) ANNEX

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

***Purchase Order No.58193
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. **B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE** 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. **B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE** 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 **B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE** 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 **B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE** 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.

ANNEX "A" OF P.O. NO. 58193
Supply and Delivery of Medical and Dental Supplies
under ITB NO. SV21-05-010BAC

Signature over printed Name of Supplier



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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 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. B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE hereby further warrants and represents that:

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

SUPPLY AND DELIVERY OF MEDICAL AND DENTAL SUPPLIES	Unit Cost VAT Exclusive, Zero Rated Transaction	Total Cost Vat Exclusive, Zero Rated Transaction
Technical Description		
1. 638 Gallons - ALCOHOL 70% 4 LTRS/ Gallon	Php510.0	Php 325,380.00
2. 4 Bottles - AMMONIA 120 ml	Php 365.00	Php 1,460.00
3. 10 Bottles - ANTHRAQUINON GLYCOSIDES+SALICYLIC ACID (PYRALVEX10ml)	Php 272.00	Php 2,720.00
4. 36 Bottles – BETADINE ORAL ANTISEPTIC, 120ML	Php 210.00	Php7,560.00

ANNEX "A" OF P.O. NO. 58193
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 under ITB NO.SV21-05-010BAC

Signature over printed Name of Supplier
 JERRY KOK



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5. 2 AMP – CHOLORPHEMIRAMINE MALEATE	Php15.00	Php 30.00
6. 30 Packs - COTTON BUDS, 200 Tips, Unbreakable safe plastic stems, gentle buds	Php 36.00	Php 1,080.00
7. 130 Packs – CUP, DISPOSABLE CUPS 12oz 50’s	Php 140.00	Php 18,200.00
8. 9 Bottles – DISINFECTANT	Php 120.00	Php 1,080.00
9. 12 Rolls – ECG PAPER	Php 123.00	Php 1,476.00
10. 4 Packs – ELECTRODE PADS FOR EXISTING AED	Php 14,000.00	Php 56,000.00
11. 20 Boxes - GLOVES, MEDICAL EXAMINATION Latex examination gloves, powdered, single use, non-sterile, ISO 9001 Quality System, 100 gloves by weight, medium size	Php 795.00	Php15,900.00
12. 10 pairs - GLOVES, STERILE Hypoallergenic, pre-powdered, sterile, size 7 1/2	Php 28.00	Php 280.00
13. 24 Cans - HAEMOGLUCOTEST CANNISTER Gluco test strip for the existing glucometer of PAGCOR Corporate Clinic and branches, 25's EASY TOUCH GCU AND ONE TOUCH	Php 1,995.00	Php 47,880.00
14. 36 Bottles - HYDROGEN PEROXIDE 10 volumes x 120ml	Php 39.00	Php 1,404.00
15. 1296 Boxes - MASK, DISPOSABLE Face mask, ultra-fluid resistant, high Breathability/exceeds Aom standards, ultrasonically sealed soft stretched, Latex Free earloops, comfort with high breathability, full width adjustable nose piece	Php 75.00	Php 97,200.00
16. 30 Boxes – MEDICATED PLASTIC STRIPS Plastic strip, sterilized, perforated strip, strong adhesive, soft absorbent layer, non-stick film with acrinol	Php 175.00	Php 5,250.00
17. 120 Packs - METHYL SALICYLATE MENTHOL Acetate, dl-Camphor medicated patch, 10’s/pack	Php 175.00	Php 21,000.00
18. 36 Pieces - MICROPORE, TAPE ADHESIVE, 1” White porous paper tape, self-adhesive, elasticized cloth, 1" x 10 yards	Php 59.00	Php 2,124.00
19. 5 Pieces - NASAL CANNULA Latex Free, soft touch tubing, universal connection type	Php 35.00	Php 175.00
20. 5 Pieces – NEBULIZER KIT Latex Free, Includes mouthpiece, nebulizer bottle 6cc, with nebulizing tubing	Php 65.00	Php 325.00
21. 7 Boxes - STERILE LANCET sterile blood lancet, ultra-fine gauge, tri bevel tip for virtually painless sampling, universal design for all lancing devices, consistent depth penetration	Php 350.00	Php 2,450.00

ANNEX "A" OF P.O. NO. 58193
Supply and Delivery of Medical and Dental Supplies
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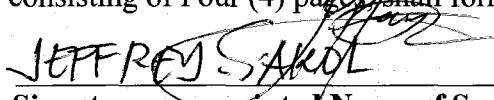


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22. 84 Bottles – TETRAHYDROZOLINE HCL EYE DROP (Eyemo)	Php 140.00	Php11,760.00
23. 12 Boxes - TEST STRIP, Cholesterol Strip for easy touch GCU	Php 1,875.00	Php 22,500.00
Grand Total Cost Vat Exclusive, Zero Rated Transaction	Php 643,234.00	
Schedule of Delivery: Within Thirty (30) calendar days commencing from the date of receipt by the winning bidder of the Notice to Proceed.		
Place of Delivery: PAGCOR, Casino Filipino Bacolod, 15 th Cor. Aguinaldo Street, Bacolod 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 Seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **B&A PHARMACY, DRUG DISTRIBUTOR AND GENERAL MERCHANDISE** 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 **Six Hundred Forty-Three Thousand Two Hundred Thirty-Four Pesos only. (Php 643, 234.00), 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 # 58193.


Signature over printed Name of Supplier/Date