



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

PURCHASE ORDER

Page # 1

Supplier : ZUELLIG ZUELLIG PHARMA CORPORATION

Address : KM 14 WEST SERVICE RD, SOUTH SUPERHIGHWAY COR EDISON AVE, BGY SUN VALL

TIN : 000-172-443-000

VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 106

SEQ.# 1

FD Date : 3 MAY 2012

ITB Number : 03-03-2012

Buyer Code : NJC *dhg*

Gentlemen :

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

Place of Delivery : CORP & BRANCHES

Payment Term : PER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
FMD#62041 1 107001401	HEALTH SERVICES DEPARTMENT MEDICINE, VACCINE	10,822.00	FC	312.50	3,381,875.00
--- NOTHING FOLLOWS ---					

Attachment: BUDGET, RV, CASE, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

SUB-TOTAL :	3,381,875.00
TOTAL :	3,381,875.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	3,381,875.00

Remarks : PLS. REFER TO ANNEX A FOR BREAKDOWN
DELIVERY PER BRANCH

Total Amount in Words: THREE MILLION THREE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE PESOS

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.

"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".

- | | | |
|---|--|-----------------------------------|
| <input type="checkbox"/> Limited Source Bidding (Selective Bidding) | <input checked="" type="checkbox"/> Public Bidding | <input type="checkbox"/> Shopping |
| <input type="checkbox"/> Direct Contracting (Single Source Procurement) | <input type="checkbox"/> Negotiated Procurement | |

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Recommended by:

JORGE V. SARMIENTO
PRESIDENT & COO

Approved By:

CRISTINO L. NAGUIAT, JR.
CHAIRMAN & CEO

Funds Available

Budget Authorization No.

VIDAL T. CABIGON JR.

AMF/BA Acctg Dept/Section:

Amount 3,381,875.00

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1108120

Purchase Order Form

(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. **Zuellig Pharma Corporation** 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. **Zuellig Pharma Corporation** shall complete the *supply and delivery* of the goods within the time prescribed in the PO, based on the following breakdown:

BREAKDOWN OF DELIVERY PER BRANCH					
BRANCH	BRANCH ADDRESS	CONTACT PERSON	QTY.	UNIT	
Airport Casino Filipino (ACF)	PIRC Building Ninoy Aquino Ave., Parañaque City	ASN Karen Ignacio Alternate: Nurse Diomalyn Sevilla	1,069	Pcs.	
Angeles/Mimosa	Century Resort Hotel McArthur Highway, Balibago, Angeles City	<u>Angeles:</u> Sr. Nurse Ronald Allan Maristela Alternate: Nurse Robert Villarosa <u>Mimosa:</u> Nurse Robert Villarosa Alternate: Nurse Sheryl Cruz	799	Pcs.	
Bacolod	PAGCOR Hotel Goldenfield Commercial Complex, Singcang, Bacolod	Sr. Nurse Florence Tiongco Alternate: Nurse Donna Bedonia	331	Pcs.	
Cebu/Mactan	Waterfront Cebu City Hotel, Salinas Drive Lahug, Cebu City	<u>Cebu:</u> Sr. Nurse Liezel Garcia Alternate: Nurse Judith Bayot <u>Mactan:</u> Nurse Ruth Candidato Alternate: Nurse Rachel Rosales	1,068	Pcs.	
Corporate	PAGCOR House, 1330 Roxas Blvd., Ermita, Manila	Sr. Nurse Roland Nicolas Alternate: Nurse Esperanza San Juan	1,893	Pcs.	
Davao	Davao Grand Regal Hotel Lanang, Davao City	SN Arnold Parungao Alternate: SN Kristine Salve Devavin	379	Pcs.	
Heritage	The Heritage Hotel, Edsa corner Roxas Blvd., Pasay City	Charito Tomeldan Alternate: Nurse Renato Mayuga	1,267	Pcs.	
Hyatt	M.H. Del Pilar corner Pedro Gil Streets, Malate, Manila	Sr. Nurse Ma. Luisa Victoria Quina Alternate: Nurse Paul	1,094	Pcs.	

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		Matinong		
Laoag	Fort Ilocandia Resort & Casino, Brgy. 37 Calayab, Laoag City	Nurse Jerome Carandang	61	Pcs.
Olongapo	#30 Magsaysay Drive, Olongapo City	Nurse Felicidad Tantiangco Alternate: Carlos Garcia	363	Pcs.
Pavilion	Manila Pavilion Hotel, U.N. Avenue cor. Ma. Orosa St., Manila	Sr. Nurse Lenelita Alaan Alternate: Nurse Rochelle Malco	1,845	Pcs.
Tagaytay	Tagaytay Kaybagal South, Aguinaldo Highway Tagaytay City, Cavite	Sr. Nurse Joseliz Andres Alternate: Nurse Jonar Barrera	653	Pcs.
TOTAL			10,822	Pcs.

Should **Zuellig Pharma Corporation** 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 **Zuellig Pharma Corporation** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the bond and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **Zuellig Pharma Corporation** 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

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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. **Zuellig Pharma Corporation** hereby further warrants and represents that:

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

ITEM	TECHNICAL SPECIFICATIONS	QUANTITY
1	Influenza Vaccine – “AGRIPPAL S1” 1’s	10,822 pieces
	<ul style="list-style-type: none"> • must be in a pre-filled syringe of 0.5ml • must comply with the WHO recommended influenza strains for 2012 	
	Additional Conditions:	
	1. The winning bidder should provide the following:	
	a. One (1) hour lay lectures per site, education print-outs and leaflet for the different sites;	
	b. Posters during the conduct of the vaccination program	
	2. The winning bidder shall shoulder the cost for the administration of the vaccines such as medical personnel, vaccination cards, consumable materials and containers for waste disposal;	
	3. Vaccination shall be conducted within company premises according to the schedule determined by the Company (maximum of 4 days);	
	4. Cold chain maintenance shall be provided by the winning bidder. Refrigerator units must be provided to the sites of conduction for unclaimed vaccines: PAGCOR House Corporate Clinic and Casino Filipino Health Services Units in Metro Manila and Provinces	

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	for seven (7) calendar days starting from the end of last vaccine day, thereafter all remaining vaccines shall be returned by the supplier to the Corporate Office;	
	5. The winning bidder shall provide one (1) bio refrigerator unit for the returned vaccines until expiration date at the Corp. Office;	
	6. One time delivery of all vaccines should be complied within fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed;	
	7. The quoted price of the winning bidder shall be accorded to the PAGCOR pharmacy for additional orders for its members;	
	8. Appropriate medical treatment and supervision should be available during the conduct of administration for cases of anaphylactic reactions;	
	9. Packaging of vaccines should have a heat marker/device to check compliance with cold transfer;	

- 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 after receipt of notice for correction from the end-user of the defective items. Failure to replace the same within the same period shall make **Zuellig Pharma Corporation** 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.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **Zuellig Pharma Corporation**, a warranty shall be required from it for a minimum period of three (3) months after performance of the contract.

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 Signature over printed name of Supplier

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The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.

The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

In addition, the goods shall have a warranty of three (3) months from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty.

12. Schedule of payment: PAGCOR shall pay the total amount of **Three Million Three Hundred Eighty One Thousand Eight Hundred Seventy Five Pesos, (Php3,381,875.00)**, VAT exclusive, zero rated transaction, based on any of the following:

A. 90% of the total contract price upon completion of supply and delivery subject to PAGCOR's acceptance in writing of the items described in the PO.	₱3,043,687.50
B. 10% Retention of the total amount to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted or upon consumption thereof, whichever comes earlier.	₱ 338,187.50
TOTAL	₱3,381,875.00

OR;

100% of the total contract price to be paid after performance of the contract,, provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least 10% of the total amount valid for three (3) months.	₱3,381,875.00
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13. Performance Security: To guarantee the faithful performance of **Zuellig Pharma Corporation's** obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

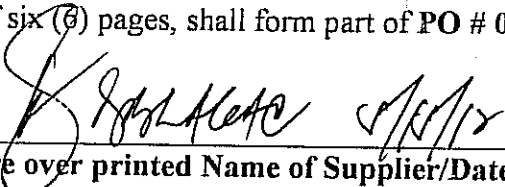
Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five Percent (5%) (₱169,093.75)

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Irrevocable letter of credit issued by a Universal or Commercial Bank	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Thirty Percent (30%) (₱1,014,562.50)
Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of six (6) pages, shall form part of PO # 00106.



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