



PURCHASE ORDER

P.O. No. 231

Page # 1
 Supplier : VARIANC VARIANCE TRADING CORPORATION
 Address : 57A MALIKSI ST., BRGY. PINYAHAN QUEZON CITY, PHILIPPINES 1100
 TIN : 004-652-800-001
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 3 DEC 2012
 ITB Number : 09-63-2012
 Buyer Code : JSB

Gentlemen :

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

Place of Delivery : VIGAN HOUSE, PARANAGUE

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FMD#68062 1 118002038	COMMUNITY RELS.& SERVICES DEPT INFUSION PUMP	3.00	UNIT	75,000.00	225,000.00
--- NOTHING FOLLOWS ---					

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

SUB-TOTAL :	225,000.00
TOTAL :	225,000.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	225,000.00

Remarks :

Total Amount in Words: TWO HUNDRED TWENTY FIVE THOUSAND 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.

"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) !! Public Bidding
- !! Direct Contracting (Single Source Procurement) Negotiated Procurement !! Shopping

VIOLETA G. REPALIA
 Signature Over Printed Name of Supplier

Recommended by:

Kathleen G. Delantar
 KATHLEEN G. DELANTAR
 AM, PD

: Funds Available
 :
 : VIDAL T. CABIGON JR. *aud 12/3*
 : AMP/SA Accto Dept/Section:
 : Budget Authorization No. 12091548 Amount 225,000.00

Approved By:

Ma. Reina G. Carreon
 MA. REINA G. CARREON
 AMP, PD

Purchase Order No. 231
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. **Variance Trading 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. **Variance Trading Corporation** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **Variance Trading 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 **Variance Trading Corporation** still fails to deliver the item after the lapse of seven (7) 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 **Variance Trading 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

Signature over printed Name of Supplier

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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. **Variance Trading Corporation** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

QUANTITY	DESCRIPTION
Three (3) units	<p>Infusion Pump</p> <p>Peristaltic finger pumping system;</p> <p>Delivery rate: Infusion sets: 15,19 or 20 drops/ml, 3 to 300ml/h (1ml/h steps), 1 to 75 drops/min (1drop/min steps), Infusion sets: 60 drops/ml, 1 to 100ml/h (1ml/h steps), 1 to 100drops/min (1 drop/minsteps);</p> <p>Volume Delivered: 0 to 9,999mL;</p> <p>Delivery limit range: 0 to 9,999mL (1mL steps), delivery limit free;</p> <p>Purge flow function: more than 300mL/h;</p> <p>Alarms: air / occlusion / empty / flow err / door / low battery / free flow / battery err / drip sensor err;</p> <p>Power supply: AC/DC</p>


 VIOLITA G. RETALCA
 Signature over printed Name of Supplier

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- 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 **Variance Trading 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 **Variance Trading Corporation**, a warranty shall be required from it for a minimum period of one (1) year after performance and acceptance of the contract.
 - h. In addition, the goods shall have a warranty of one (1) year 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 in the total amount **Two Hundred Twenty-Five Thousand Pesos (PhP 225,000.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply and delivery of the items and upon PAGCOR's issuance of Final Certificate of Acceptance.
13. This Annex A, consisting of three (3) pages, shall form part of PO # 231.

Arcebas
VIOLETA G. REPTAK 12/3/12
Signature over printed Name of Supplier/Date

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