



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

PURCHASE ORDER

Page # 1

Supplier : ZUELLIG ZUELLIG PHILIPINA CORPORATION
 Address : RM 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. 316
 SEQ.# 1
 PO Date : 18 JUL 2013
 ITB Number : 06-02-2013
 Buyer Code : JTP

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

Place of Delivery : PER ANNEX A

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#74110 1 107001401	HEALTH SERVICES DEPARTMENT MEDICINE, VACCINE	1,228.00	PC	266.90	327,753.20
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CASP, AWARD OF CONTRACT, NOTICE OF AWARD, PERFORMANCE SECURITY

SUB-TOTAL :	327,753.20
TOTAL :	327,753.20
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	327,753.20

Remarks :

Total Amount in Words: THREE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED FIFTY THREE PESOS AND 20/100 0

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

REPEAT ORDER

Signature Over Printed Name of Supplier

 4/24/13

Recommended by:

KATHLEEN G. DELANTAR
 AM, RSU, PD

Funds Available
 VIDAL T. CARIGON JR.
 AMF/SA Acctg Dept/Sections
 Budget Authorization No. 13.110.000 Amount 327,753.20

Approved By:

MA. REINA G. CARRION
 AMF, PD 7/24



Philippine Amusement and Gaming Corporation

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

Purchase Order No. 316 (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:

BRANCH	QTY.	UNIT
Airport Casino Filipino (ACF)	295	Pcs.
Angeles	53	Pcs.
Bacolod	90	Pcs.
Cebu	51	Pcs.
Corporate	496	Pcs.
Davao	72	Pcs.
Hyatt	34	Pcs.
Laoag	15	Pcs.
Pavilion	43	Pcs.
Tagaytay	79	Pcs.
TOTAL	1,228	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 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 **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 Performance Security 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.

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Signature over printed Name of Supplier
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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 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 (Fluarix 1's)	1,228 pieces

Signature over printed Name of Supplier
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	<ul style="list-style-type: none"> • must be in a pre-filled syringe of 0.5ml 	
	<ul style="list-style-type: none"> • must comply with the WHO recommended influenza strains for 2013 	
	<ul style="list-style-type: none"> • Expiration date of the Influenza vaccines should be <i>six (6) months</i> from the date of delivery. 	
	Additional Conditions:	
	1. Zuellig Pharma Corporation will provide the following:	
	<ul style="list-style-type: none"> a. One time one (1) hour lay lectures per site, education print-outs and leaflet for the different sites ; 	
	<ul style="list-style-type: none"> b. Posters during the conduct of the vaccination program 	
	<p>2. Zuellig Pharma Corporation will shoulder the cost for the administration of the vaccines such as medical personnel at each PAGCOR vaccination sites:</p> <ul style="list-style-type: none"> • One (1) Doctor with valid PRC license • One (1) Registered nurse with valid PRC license • vaccination cards, consumable materials (cottons, 70% ethyl alcohol and band aids) and containers for waste disposal; 	
	<p>3. Vaccination shall be conducted within company premises according to the schedule determined by the Company in all Casino Filipino branches (8 hours per day maximum of 4 day per branch); 10 vaccination sites in total. The branch has the option to redirect vaccination sites to their respective satellites/arcades as needed;</p>	
	<p>4. Cold chain maintenance shall be provided by Zuellig Pharma Corporation. Refrigerator units must be provided to the sites of conduction for unclaimed vaccines: PAGCOR House Corporate Clinic and</p>	

Signature over printed Name of Supplier
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	Casino Filipino Health Services Units in Metro Manila and Provinces 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. Zuellig Pharma Corporation will provide one (1) bio refrigerator unit at least <i>eight (8) cubic feet</i> for the returned vaccines until expiration date at the Corp. Office;	
	6. One time delivery of all vaccines to all PAGCOR vaccination sites, should be complied within thirty (30) calendar days from the effectivity date specified in the notice to proceed ;	
	7. The quoted price of Zuellig Pharma Corporation will 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 <i>per carton/ delivery box</i> to check compliance with cold transfer;	

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Signature over printed Name of Supplier

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10. Zuellig Pharma Corporation will deliver the vaccines at the following PAGCOR Sites:

BRANCH	ADDRESS
Airport Casino Filipino (ACF)	PIRC Building, Ninoy Aquino Ave., Parañaque City
Angeles	Century Resort Hotel, Mc Arthur Highway, Balibago, Angeles City
Bacolod	PAGCOR Hotel, Goldenfield Commercial Complex, Singcang, Bacolod
Cebu	Waterfront Cebu City Hotel, Salinas Drive, Lahug, Cebu City
Corporate	PAGCOR House, 1330 Roxas Boulevard, Ermita, Manila
Davao	Davao Grand Regal Hotel, Lanang, Davao City
Hyatt	1588 M.H. Del Pilar Street, Cor Pedro Gil St., Malate, Manila
Laoag	Fort Ilocandia Resort & Casino, Bryg. 37, Calayab, Laoag City
Pavilion	Manila Pavilion Hotel, UN Ave., cor Ma. Orosa St., Manila
Tagaytay	Tagaytay Kaybagal South, Aguinaldo Highway, Tagaytay City, Cavite

- 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 **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.

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 Signature over printed Name of Supplier

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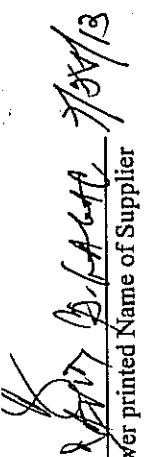
- e. PAGCOR accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to PAGCOR only upon receipt and final acceptance of the Goods.
- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- g. Without prejudice 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.
- h. 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.
- i. 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.
- j. 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 Hundred Twenty-Seven Thousand Seven Hundred Fifty-Three and 20/100 Pesos (Php327,753.20), VAT exclusive, zero rated transaction, based on any of the following:

A.	90% of the total contract price upon completion subject to PAGCOR's acceptance in writing of the items described in the PO.	Two Hundred Ninety-Four Thousand Nine Hundred Seventy-Seven and 88/100 Pesos (PhP 294,977.88)
B.	10% Retention to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted	Thirty-Two Thousand Seven Hundred Seventy-Five Pesos and 32/100 Pesos (PhP 32,775.32)

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


 Signature over printed Name of Supplier

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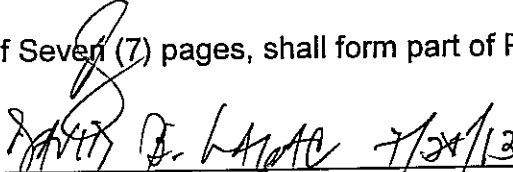
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PAGCOR's acceptance in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for three (3) months from issuance of the final Certificate of Acceptance.

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 or cashier's/manager's check, issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	Sixteen Thousand Three Hundred Eighty-Seven and 66/100 Pesos (PhP 16,387.66)
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; or	Thirty Percent (30%) Ninety-Eight Thousand Three Hundred Twenty-Five and 96/100 Pesos (PhP 98,325.96)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of Seven (7) pages, shall form part of PO # 316.


Signature over printed Name of Supplier/Date

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