



Philippine Amusement and Gaming Corporation

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

Page # 1

Supplier : HEALTHG HEALTHPRO GENERICS AND MEDICAL
Address : BRGY 23 P. GOMEZ ST. LAOAG CITY
TIN : 437-728-935
VAT : All Items are VAT Exclusive / Zero Rated

PURCHASE ORDER

PO No. 19006
SEQ.# 1
PO Date : 3 MAY 2019
Mode of Purchase: NP(SMALL VALUE PROC)
Buyer Code : BSM

Gentlemen :

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

Place of Delivery : CASINO-ILOCOS NORTE

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD# 2562	HEALTHCARE SERVICES(MEDICAL)				
1 104031680	STRIP CHOLESTEROL TEST STRIP	8.00	PC	5,000.00	40,000.00
2 107003046	HAEMOGLUCOTEST CANNISTER GLUCO TEST STRIP	15.00	CAN	2,300.00	34,500.00

--- NOTHING FOLLOWS ---

Attachment:APP2019,RFO,ACC AS READ&CALCULATED,BBAC AWARD,NOA,PO ANNEX A,RV, NTP, PHILG	SUB-TOTAL :	74,500.00
POSTING OF RFO,NOA &NTP	TOTAL :	74,500.00
Remarks :SUPPLY AND DELIVERY OF MEDICAL SUPP	LESS DISCOUNT :	
UNDER ITB NO. 5V19-03-002ILOA-	CHARGE :	
Total Amount in Words:SEVENTY FOUR THOUSAND FIVE HUNDRED PESOS ONLY	GRAND TOTAL :	74,500.00

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before WITHIN FIFTEEN (15) CALENDAR DAYS UPON RECEIPT OF NTP.
- > 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.
- > All FREE items that come with the item/s purchased must be included/reflected in the Delivery Receipt/Sales Invoice.

JENNIFER S. ANTONIO 5/15/19
Signature Over Printed Name of Supplier

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

Recommended by:
 FLORESCO A. SORIANO
 SAD

: Funds Available
 :
 :
 : Budget Authorization No. 1810307 Amount 74,500.00

JOHELLE V. GASPAR ACCO
 AVP/SA Acctg Dept/Section:

Approved By:
VIDAL T. CABIGON, JR
BRANCH MANAGER
05-06-2019

Purchase Order No. 19006
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. **Healthpro Generics and Medical Supplies** 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. **Healthpro Generics and Medical Supplies** shall complete the supply & delivery of goods within the time prescribed in the P.O. should **Healthpro Generics and Medical Supplies** 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 may have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case **Healthpro Generics and Medical Supplies** still fails to deliver the item after the lapse of fifteen (15) calendar days upon receipt of notice from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR may have the option to terminate the purchase.

3. In the event that **Healthpro Generics and Medical Supplies** fails to comply with its undertakings under this P.O, 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 sub-contracted 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. **Healthpro Generics and Medical Supplies** hereby further warrants and represents that:

ANNEX "A" OF P.O. NO. 19006
Supply and Delivery of Medical Supplies under ITB No. SV19-03-002ILOa-03
Page 1 of 2

Signature over printed Name of Supplier


JEMILIA S. AVILA

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

ITEM/DESCRIPTION	QUANTITY	TOTAL AMOUNT
CHOLESTEROL TEST STRIPS CHOLESTEROL STRIPS	8 Can	Forty Thousand Pesos (PhP40,000.00)
HAEMOGLUCOTEST CANNISTER GLUCO TEST STRIP	15 Box	Thirty Four Thousand Five Hundred Pesos (PhP34,500.00)
GRAND TOTAL		Seventy Four Thousand Five Hundred Pesos (PhP74, 500.00), VAT-Exclusive, Zero-Rated Transaction.
OTHER TERMS AND CONDITIONS:		
1. Company's License to Operate (LTO) from Food and Drug Administration (FDA).		
2. Company's return policy, medicines/medical supplies expiring within 6 months shall be returned to the supplier.		
3. Company's Certificate of Exclusive Distributorship for the authorized distributor, if applicable.		
4. Should have at least 24 months shelf-life upon delivery, if applicable.		
5. Valid Product Standard (PS) marking, if applicable.		
6. Period of Correction: Within five (5) calendar days upon receipt of notice		
Delivery Period	Fifteen (15) calendar days, upon receipt of NTP.	
Delivery Place	2 nd Floor, 365 Plaza Building, Casino Filipino – Ilocos Norte, Brgy. 01, San Francisco, San Nicolas Ilocos Norte	

- 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 damaged items shall be replaced within five (5) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **Healthpro Generics and Medical Supplies** 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.
12. PAGCOR shall pay the total amount of Seventy Four Thousand Five Hundred Pesos (PhP74, 500.00), VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance.
13. **Healthpro Generics and Medical Supplies** should deliver the goods within fifteen (15) calendar days upon receipt of notice to proceed.
14. This Annex A, consisting of two (2) pages, shall form part of PO # 19006.


 JENNIFER S. ANTONIO 05/15/19
 Signature over printed Name of Supplier/Date