



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

**PURCHASE ORDER**

Page # 1  
 Supplier : UNILAB UNITED LABORATORIES, INC.  
 Address : 66 UNITED STREET, MANDALUYONG CITY  
 TIN : 000-063-471-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 444  
 SEQ.# 1  
 PO Date : 24 JUL 2014  
 ITB Number : 02-07-2014  
 Buyer Code : ABA *aba*

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

Place of Delivery : PAGCOR CORP. STOCK SECTION Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#B1055 1 107001639	HSD-CLINIC STOCK REPLENISHMENT MEDICINE, CLONIDINE 150MG (CLONIPRESS)	918.00	TAB	24.67	22,647.06
--- NOTHING FOLLOWS ---					

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

Remarks :

SUB-TOTAL :	22,647.06
TOTAL :	22,647.06
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	22,647.06

Total Amount in Words: TWENTY TWO THOUSAND SIX HUNDRED FORTY SEVEN PESOS AND 06/100 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.

*ARNO D. AGUILAR*  
 Signature Over Printed Name of Supplier

Recommended by: <i>[Signature]</i> EDUARDO D. LAGMAN AVP, BASD	: Funds Available : : : Budget Authorization No. <u>13112157</u> Amount <u>22,647.06</u>
Approved By: <i>[Signature]</i> MA. REINA G. CARREON AVP, PROCUREMENT DEPARTMENT <i>7/20</i>	<i>[Signature]</i> VIDAL T. CABRERON JR. AVP/SA Acctg Dept/Section:



**Purchase Order No. 444**  
**(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. **United Laboratories, Inc.** 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. **United Laboratories, Inc.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **United Laboratories, Inc.** 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/s 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 **United Laboratories, Inc.** 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 **United Laboratories, Inc.** 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

*AR-ALDO I. AEMILAR*  
Signature over printed Name of Supplier

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. **United Laboratories, Inc.** hereby further warrants and represents that:

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

TECHNICAL SPECIFICATIONS	
Quantity	Technical Description
918 tablets	CLONIDINE 150 MCG. TABLETS ( Clonipress )

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. **United Laboratories, Inc.** likewise agrees to hold PAGCOR free and harmless from any and all claims for copyright or trademark infringement, and other violations of intellectual property rights by any person or entity against PAGCOR arising out of any act or omission of in performing its printing services.

d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **United Laboratories, Inc.** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s for each day of delay, including Sundays and Holidays.

Signature over printed Name of Supplier  
AFRAN L D 1 - AGUILAR

- 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.
12. Schedule of payment: The total price for the Supply and Delivery of 918 tablets Clonidine 150 mcg. stated in the PO, shall be in the amount of **Twenty-Two Thousand Six Hundred Forty-Seven Pesos and 06/100 (PhP 22,647.06)**, VAT Exclusive, Zero-Rated Transaction.
13. Delivery Schedule: **United Laboratories, Inc.** shall deliver the items required within seven (7) calendar days from the effectivity date specified in the Notice to Proceed at the **Corporate Stock Section, Ground Floor, PAGCOR House, 1330 Roxas Boulevard, Ermita, Manila.**
14. This Annex A, consisting of three (3) pages, shall form part of PO # 444.

  
ARNOLD J. AGUILAR 14/8/14  
Signature over printed Name of Supplier/Date