



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

**PURCHASE ORDER** O. No. 1669 \

Page # 1

Supplier : LOYOLA NEW LOYOLA MEDICAL, DENTAL & L  
Address : 1514 RIZAL AVE., STA. CRUZ, MANILA  
TIN : 216-126-835-000  
VAT : - All Items are VAT Exclusive / Zero Rated

SEQ.# 1  
PO Date : 4 NOV 2019  
Mode of Purchase: NEGOTIATED PROCUREME  
Buyer Code : ALE

Gentlemen :

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

Place of Delivery : PAGCOR BPO TOWER PASAY CITY

Payment Term : AS PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#13758 \	SAFETY AND SECURITY DEPARTMENT				
1 107003415	KIT, DRUG TEST KIT CASSETTE TYPE, METH/THC WITH 60 ML CONTAINER WITH CAP POLYETHYLENE BOTTLE, DROP TYPE RIGHT SIGN BRAND. EXPIRATION AS PER ANNEX A	7,100.00	SET \	40.95 \	290,745.00 \
2 107003421	STRIP, PH INDICATOR STRIP WHATMAN BRAND, PH 0-14, 100 STRIPS PER BOX, WARRANTY : AT LEAST TWO (2) YEARS EXPIRATION FROM THE DATE OF ACCEPTANCE OF THE ITEM	19.00	BOX \	1,450.00 \	27,550.00 \

--- NOTHING FOLLOWS ---

Attachment: RV, RFQ, AOC, ITB NO. SV19-08-050COR WITH AWARD RECOMMENDATION, NOA

Remarks :

SUB-TOTAL : 318,295.00  
TOTAL : 318,295.00  
LESS DISCOUNT :  
CHARGE :  
GRAND TOTAL : 318,295.00 \

Total Amount in Words: THREE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED NINETY FIVE PESOS ONLY \



Philippine Amusement and Gaming Corporation

A State-Owned Enterprise under the Department of Energy, Manila, Philippines

Page 1  
Company: NEW LUYAN MEDICAL, GENERAL (PURCHASE ORDER)

Address: 2152 Rizal Ave. Bldg. 3, Manila

City: Manila 1000

NAI: All items are NAI Exclusive / Item Listed

PO Date: 4 NOV 2019

Mode of Purchase: NEGOTIATED PROCUREMENT

Buyer Code: ALE

TERMS AND CONDITIONS OF PURCHASE

Delivery shall be made or as before  
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.

Items attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

All PMS items that come with the items purchased must be included/reflected on the Receipt/Sales Invoice

*MARIA LUISA JOYOLA YU* 11/7/19  
Signature Over Printed Name of Supplier

"This is to verify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9108, its Implementing Rules and Regulations and other applicable laws".

- Limited Source Bidding (Selective Bidding)
- Direct Contracting (Single Source Procurement)
- Shopping
- Negotiated Procurement

Represented by: <i>[Signature]</i>	Funds Available	<i>[Signature]</i>	<i>[Signature]</i>
GR. PROCUREMENT OFFICER, PD-516		SHARON SOCRANILLA	
		AVP/SA cctg Dept/Section	
	Budget Authorization No. 1810-1307	Amount	₱ 318,295.00

Approved By: *[Signature]*  
ASST. VICE PRESIDENT, PD-266

Purchase Order No. 1689  
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. NEW LOYOLA MEDICAL, DENTAL AND LABORATORY 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. NEW LOYOLA MEDICAL, DENTAL AND LABORATORY SUPPLIES shall complete the supply & delivery of GOODS within the time prescribed in the PO. Should NEW LOYOLA MEDICAL, DENTAL AND LABORATORY 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 shall have the option to rescind the contract without prejudice to other courses of action and remedies open to it.

In case NEW LOYOLA MEDICAL, DENTAL AND LABORATORY SUPPLIES still fails to deliver the item after the lapse of thirty (30) 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 NEW LOYOLA MEDICAL, DENTAL AND LABORATORY SUPPLIES 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

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.

MARIA WINGA LOYOLA YU  
Signature over printed Name of Supplier



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. NEW LOYOLA MEDICAL, DENTAL AND LABORATORY SUPPLIES hereby further warrants and represents that:
- a. The goods and specifications shall be described as follows:

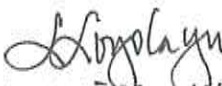
DESCRIPTION	QUANTITY
<b>Lot 1: DRUG TEST KIT</b>	
<b>DRUG TEST KIT</b> <ul style="list-style-type: none"> <li>Cassette type;</li> <li>Meth/THc with 50ml container with cap (polyethylene bottle), drop type</li> </ul> Warranty period: At least two (2) years expiration from the date of acceptance of the item	Seven thousand One Hundred (7,100) Sets
<b>Lot 2: PH INDICATOR STRIP</b>	
<b>PH INDICATOR STRIP</b> <ul style="list-style-type: none"> <li>Ph 0-14;</li> <li>100 strips per box</li> </ul> Warranty period: At least two (2) years expiration from the date of acceptance of the item	Nineteen (19) Boxes
Delivery Period: Within fifteen (15) calendar days from date of receipt by the New Loyola Medical, Dental and Laboratory Supplies of Notice to Proceed (NTP) or upon advice of end-user	
Place of Delivery: CSS, LMD, Ground floor, IMET BPO Tower, CBP-1A, Metropolitan Park, Roxas Blvd., Paray City 1300	
Contact Person: Ms. Josephine P. Tayamen, Security Officer I. Tel No. (02) 7521-0957 local 2619	

  
 MARIA LUISA LOPEZ YU  
 Signature over printed name of Supplier

Annex "A" of P.O. No.1669

Supply and Delivery of Two (2) Lots Drug Test Kit & Paraphernalia under ITB No. SV19-08-050COR

- 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 fifteen (15) calendar days upon receipt of notice. Failure to replace the same within the same period shall make NEW LOYOLA MEDICAL, DENTAL AND LABORATORY 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. That NEW LOYOLA MEDICAL, DENTAL AND LABORATORY SUPPLIES shall be held liable/accountable to any damages to property, structures or loss of life incurred during the transport of goods to the place of delivery
  13. Schedule of payment: PAGCOR shall pay in the total amount of Three Hundred Eighteen Thousand Two Hundred Ninety-Five Pesos (P6P316,295.00), VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance.
  14. This Annex A, consisting of three (3) pages, shall form part of PO #1669 \

  
MARIA LUISA LOYOLA YU 11/7/19  
Signature over printed Name of Supplier/Date