

PURCHASE ORDER
UPM-Philippine General Hospital

Agency

Supplier	PACIFIC SURGICAL, INC.	P.O. No.	14-01-0060 (E)
Address	9th Floor Dominion Bldg. 833 Arnaiz St., Makati City	Date	10 January 2014
Tel. No.	013-1392	Mode of Procurement	pls. see below

Gentlemen:

Please furnish this office of the following articles subject to the terms and conditions contained herein:

PR No. **PUR13-07-1608**

Place of Delivery : EQUIPMENT SECTION - Property & Supply Division, PGH- Taft Ave., Manila	Delivery Term:
Date of Delivery : thirty (30) calendar days	day from receipt

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
				P	P page 2

Basis: Competitive Bidding as per R.A. 9184 (6th Edition), Section 10, s. 2003 (Bid on 05 November 2013)**Terms and Conditions:**

1. **Delivery Period:** *Thirty (30) calendar days upon receipt of approved Purchase Order.*
2. **Warranty:** *Three (3) years on parts and service.*
3. **Warranty period shall commence from the date of acceptance by the end-user after installation, testing and commissioning.**
4. **Automatic provision of a functioning service unit (same model) in case of repair/pull-out of the purchased unit during the warranty period.**
5. **Provide regular quarterly preventive maintenance during the warranty period.**
6. **Must include on-site technical training for at least two (2) staff from the End-user and from the Office of Engineering and Technical Services (OETS).**
7. **The supplier must provide operators and service manuals upon delivery.**
8. **Compliance with Republic Act No. 9184 and other applicable laws.**

(Total Amount in Words) *** SIX HUNDRED SEVENTY FIVE THOUSAND PESOS ONLY*** **P 675,000.00****A. TERMS OF PURCHASE:**

1. Prices as per your quotation, bid or previous delivery.
2. Materials delivered subject to inspection and acceptance by requisitioning dept.
3. Conditions set in bid are part of Contract.
4. Send invoice in 6 copies with first two copies of PO to Supply/Equipment Section/Property Office.

B. PENALTY CLAUSE:

- Upon Contractor's failure to make delivery when due to the UP MANILA/PGH shall impose either of the following sanctions on the Contractor/Awardee:
1. A liquidated damage of 1/10 of 1% of the value of the undelivered item/s for each day of delay but not exceed 10% thereof;
 2. The excess over the contract price if purchase is made in the open market, said amount to be deducted from any amount due to said Contractor/Awardee;
 3. 10% penalty of the item ordered if allowed to substitute or deliver other brand/packing;
 4. 10% penalty on the undelivered item/s;
 5. Terminate the contract for non-delivery by the supplier unless it can be established that non-compliance of the obligation is due to fortuitous event or force majeure;
 6. Other appropriate administrative sanctions as prescribed under R.A. 9184 and other applicable laws.
- The UP MANILA/PGH may deduct the value of the penalty imposed from any money due or which may become due the contractor or to recover from the contractor's bond filed under this contract, if there is any.

C. WARRANTY

A retention money in the amount equal to ten percent (10%) of every progress payment or a special bank guarantee equivalent to ten percent (10%) of the total contract price shall be required for the assurance in the correction of any manufacturing defects.

D. OTHER REQUIREMENTS:

All delivery invoices made against this Purchase Order should bear the VAT Number of the seller/supplier and the IIR Permit Number.

E. OTHER TERMS AND CONDITIONS:

The Supplier shall get the Purchase Order (P.O.) from the UP MANILA/PGH within three (3) working days from notification through confirmed fax/telephone call that approved P.O. is already available for pick-up. Despite failure of the supplier to pickup the above P.O. within the given period commencing from notification, it shall be valid to impose the penalty for non-delivery of the item/s within the above-stated delivery period, which will start from the day following the expiration of the given period to pickup the Purchase Order.

Very truly yours,
JOSE C. GONZALES, M.D. **1/3-2014**
[Signature]
Director

Conformed:

Eric Hernandes
ERIC A. HERNANDEZ - Project Specialist

(Signature over printed name & Position Designation)

2/6/14 1:10 PM
 (Date)

1/3 Jan 14

*phi/Health
Surgery*

Funds Available:

ELIZABETH M. CARDENAS
Chief, Accounting Services Division

ALOBIS No.:

1014-572703-12-1928

Amount: