PHILIPPINE GENERAL HOSPITAL

The National University Hospital University of the Philippines Manila

PURCHASING OFFICE

Taft Avenue, Manila

"PHIC-Accredited Health Care Provider" ISO 9001:2008 Certified

| Date: P.R. No.: | 20 September 2018 PUR18-09-1012 |
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Gentlemen:

RE: Request for SEALED PROPOSAL

This office is in the market for the following items:

| <u>Item</u> No. | QtyUnit | | Description | | | Unit Price | QUOTA' (In Figures) (All Taxes I | (In Wor |
|--------------------|---------|----|---|--------------|--------|---------------------|--|---------|
| | | | P.R. No. PUR18-09-1012 - ORMAT - OR Cor | <u>mplex</u> | | | | |
| | | | | _ | | | | |
| | 2 | pc | Harmonic Handpiece Blue, brand new | | | ₱ 160,000.00 | | |
| | 4 | рс | HS Focus 9CM Curve Shear, brand new | | | P 25,000.00 | | |
| | | | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | | | | | |
| | | | nu nu | Total | Amount | P 420,000.00 | = | |

Note: Must be inter-operable with the Generator G11 Harmonic and ENSEAL

Terms and Conditions:

- 1. Indicate brand/model.
- 2. Indicate delivery date.
- 3. Submit brochure/catalogue/sample.
- 4. Supplier's is required to <u>submit single bid/offer only for each item. Two (2) or more bids/offer is automatically disqualified.</u>

Please quote us your government price/s for the above and state the earliest time within which you can deliver.

It will be appreciated if you can submit your quotation in the BAC OFFICE, beside PGH CHAPEL, PGH Compound, Taft Avenue, Manila not later than 3:00 PM on 27 September 2018 at which time said quotations will be opened.

OTHER TERMS AND CONDITIONS:

1. The Awardees/Supplier shall get the Purchase Order (P.O.)/Work Order (W.O.)/Job Order (J.O.) from U.P. Manila-PGH within three (3) working days from notification through confirmed fax/telephone call that the P.O./W.O./J.O. is ready for pick up by the Supplier. Despite the failure of the Supplier to pick up the corresponding P.O./W.O./J.O. Within the given period from notification, it shall be valid to impose the penalty for failure to deliver the Items within the

five-day delivery period (unless another delivery period has been specified and agreed upon) to start from the day following the expiration of the period within which to pick-up the P.O./W.O./J.O. When another delivery date has been specified and agreed upon, the penalty shall be imposed upon failure to deliver within the agreed delivery period to be counted from the expiration of the period given to pick up the corresponding P.O./W.O./J.O. It shall be also a valid reason for the cancellation of the orders and the award will go to the 2nd lowest bidder or cause purchase of the item in the open market, the difference in price, if any, shall be chargeable against the defaulting SUPPLIER and other sanctions imposed as provided by Republic Act No. 9184 and other applicable laws.

- 2. It is understood that offers are for delivery within five (5) working days from receipt of Purchase Order during office hours unless otherwise stated/qualified. For failure to deliver when due, the U.P. Manila PGH shall exercise the following options with the corresponding sanctions to be imposed on the AWARDEE/SUPPLIER:
 - Liquidated damages of 1/10 of 1% of the value of the undelivered item/s for each day of delay but not to exceed 10% thereof;
 - Purchase the item/s in the open market and charge the price difference over the contract price to the AWARDEE/SUPPLIER or impose the 10% penalty for non-delivery whichever is higher
 - 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;
 - Other appropriate administrative sanctions as prescribed under Republic Act No. 9184 and other applicable laws.
- In case of delivery of defective item/s, U.P. Manila- PGH shall have the right to reject the delivery or to require that the defective item/s be replaced within three (3) working days from receipt of notice.

Failure of the SUPPLIER to comply with the required correction or replacement shall be sufficient grounds for U.P. Manila - PGH to impose of appropriate penalties stated item # 2.

4. If substitution or delivery of other brand/packing of the ordered item is allowed by approving authority of the Purchase Order as recommended by the enduser, a 10% penalty shall be imposed.

Substituted brand/packing should be of equal or of better quality than the one ordered.

- 5. U.P. Manila-PGH shall have the right to decrease/increase the quantity of the item/s ordered.
- 6. The SUPPLIER guarantees that the contract price is the lowest in the market and cannot increase price unilaterally.

In case the price in the open market is lower than the contract price, U.P. Manila-PGH has the option to (a) ask the SUPPLIER to lower its price to the open market price, or (b) terminate the contract.

- 7. All deliveries made by the SUPPLIER shall be subject to inspection and testing by U.P. Manila PGH to the extent practicable prior to acceptance;
- 8. A warranty from the successful bidder for equipment shall be required, to assure that manufacturing defects will be corrected within a given time from receipt of written notice of the defect by the authorized officer. Retention fee in the amount equal to 10% of every progress payment, or a special bank guarantee equivalent to 10% of the contract price shall be required. Such amount shall be released after the warranty period or after one (1) year whichever is shorter provided that the goods supplied are free from defects and all the conditions imposed under the contract are fully met.

| NON GRO | I-COMPLIANCE V UND FOR DISQU | VITH ANY OF THE ABOVE REQUIREMENTS SHALL BE SUFFICIENT ALIFICATION OF A BIDDER. |
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| FOR | MALITY OR DEFI | SERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY CT THEREIN AND TO ACCEPT ANY OR ALL OFFERS THAT MAY BE DVANTAGEOUS TO U.P. MANILA. |
| IMP | ORTANT: TOTA | L AMOUNT OF QUOTATION: P |
| | | |
| | | Very truly yours, |
| | | LOLITA G. ALVAREZ |
| | | Chief, Purchasing Office |
| | | <i>₽</i> |
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| | | ERAL HOSPITAL |
| | National Universersity of the Philipp | |
| | Avenue, Manila | ines Manifa |
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| Sir | | |
| T/337. | | |
| I/We rules | agree to bind my | elf/ourselves to the terms and conditions specified above and to the all f the government and the U.P. Manila – PGH regarding purchase of |
| suppi | ies, materials and | equipment. |
| | | |
| Name | of Company and | Address: |
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| Signa | ture: | |
| Printe | d Name: | |
| Positi | on: | |
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That the terms of this Agreement shall be for 120 days from opening of bids.