

**PURCHASE ORDER  
UPM-Philippine General Hospital**

Agency

**ZUELLIG PHARMA CORP.**

Supplier	15-04-1250 MSDC	
Address	Date	29 April 2013
Tel. No.	Mode of Procurement	pls see below

Gentlemen:

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

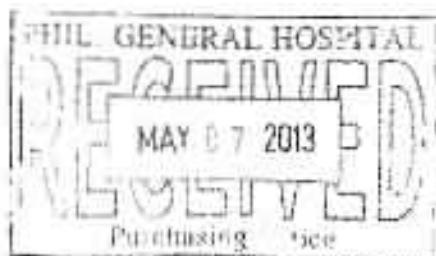
PR No. pls see belowPlace of Delivery: SUPPLY SECTION - PSD, PGH Taft Avenue, ManilaDate of Delivery: 5 working days

day from receipt

Delivery Term:

Payment Term:

Stock No.	Unit	Description	Quantity	Unit Cost	Amount
		PR No. PUR13-04-0731 : Dept. of Medicine (Cardiac Cathlab)		P	P
	vials	loprinamide (Ultravist) 370 x 50ml xxxxxxxxxxxxxxxxxxxxxx	600	1,100.00 P	660,000.00
	Basis:	Negotiated Procurement as per R.A. 9184 (6th Ed.) Sec. 53.2			



Total Amount in Words: **SIX HUNDRED SIXTY THOUSAND PESOS ONLY** P 660,000.00

**A. TERMS OF PURCHASE:**

- Prices as per your quotation, bid or previous delivery.
- Materials delivered subject to inspection and acceptance by requisitioning dept.
- Conditions set in bid are part of Contract.
- 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:
- 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;
  - 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;
  - 10% penalty of the item ordered if allowed to substitute or deliver other brand/packing;
  - 10% penalty on the undelivered item/s;
  - 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 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 BIR 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 pick-up 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 pick-up the Purchase Order.

Very truly yours,

JOSE C. GONZALES, M.D.

Director

29 April '13

Conforms: Sales Representative-POS  
Zueilig Pharma Corporation

(Signature over printed name &amp; Position Designation)

ELIZABETH M. CARDENAS

Date: 29 April 2013  
Chieftain: ELIZABETH M. CARDENAS

Funds Available:	Amount:	At BOS No.:	Due Date:
	660,000.00	15-04-1250 MSDC	29 April 2013