

PURCHASE ORDER
UPM-Philippine General Hospital

Agency

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| Supplier: MTC OPTO-MEDIC, INC. | P.O. No. 15-12- 2629 (E) |
| Address: 3/F OHI Building No. 179 Yakal Street San Antonio, Manila | Date: 22 December 2015 |
| Tel. No. 813-1351 to 55 TIN: _____ | Mode of Procurement: paid see below |

Gentlemen: Please furnish this office of the following articles subject to the terms and conditions contained herein: PR No. **PUR15-09-1578**

Place of Delivery: **Equipment Section - Property & Supply Division, PGH - Taft Ave. Mla.** Delivery Term: _____
Date of Delivery: **within sixty (60) calendar days** day from receipt Payment Term: _____

| Stock No. | Unit | Description | Quantity | Unit Cost | Amount |
|-----------|------|-------------|----------|-----------|--------|
|-----------|------|-------------|----------|-----------|--------|

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|--|-------------|---|----------|-----------------------|---------------------|
| | | PUR15-09-1578 - DEPT. OF OPHTHALMOLOGY & VISUAL SCIENCES | | | P |
| | <i>unit</i> | CRYOTHERAPY MACHINE Brand: Keeler, Model: Cryomatic MKII Country of Origin : United Kingdom Brand New, not reconditioned including its parts & accessories Note: Please refer to the attached document for the complete specifications XX Basis: Competitive Bidding as per R.A. 9184 (6th Edition), Sec. 10, s 2003 (Bid of 04 NOVEMBER 2015) | 1 | 1,595,000.00 P | 1,595,000.00 |

TERMS & CONDITION

- Delivery should be done within sixty (60) calendar days commencing on the 3rd working day of notification through confirmed fax that the approved Purchase Order / Contract is already available for pick-up
- Warranty: Three (3) years comprehensive warranty. Scope of which includes at least four (4) preventive maintenance per year and unlimited corrective maintenance and parts
- Warranty period shall commence from the date of acceptance by the end-user after installation, testing and commissioning
- Automatic provision of a functioning service unit during the warranty period (same model) in case of repair of the purchased unit within forty-eight (48) hours of notification.
- Provide regular quarterly preventive maintenance and calibration during the warranty period.
- Must guarantee machine to have an uptime of 95%, otherwise corresponding penalty will be imposed.
- Must guarantee that software updates and its license and installation are included during the scope of warranty
- Availability of service engineers (certified factory trained on service and repair) 24/7
- Must provide on-site applications training to end-user for at least a month.
- Technical Specialist: Must include on-site technical training for a staff from the Office of Engineering and Technical Services (OETS) and four (4) from DOVS Staff. One (1) application specialist must be available to provide quick on site support within 1-3 months of operations.
- Provide Operator's & Service's Manual (in English language) upon delivery.
- The unit should conform to the International Electrotechnical Commission (IEC) Standard and International Health Enterprise (IHE) or its equivalent.
- Compliance with Republic Act No. 9184 and other applicable law.

(Total Amount in Words) **One million five hundred ninety five thousand pesos only** P 1,595,000.00

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/packaging;
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 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.

Conforme: GAYLE P. TERNADO (Signature over printed name & Position Designation) 01-18-16 (Date)

Very truly yours,
GERARDO D. LEGASPI, M.D. (Signature)
18/12/16
23 Dec-15

Funds Available: **WOPAP *** ELIZABETH M. CARDENAS Chief, Accounting Division

ALOBS No: **GBR-ED-2015-12-1520**
Amount: **P 1,595,000**

* for request of NCA/ Cash from TA