

PURCHASE ORDER  
UPM-Philippine General Hospital

Agency

|          |  |                     |                            |
|----------|--|---------------------|----------------------------|
| Supplier | <u>ZUELLIG PHARMA CORPORATION</u>  | P.O. No.            | <u>16-01-0206 (E)</u>      |
| Address  | <u>Km 14 WSR SSH corner Edison Ave. Brgy. San Valley, Parañaque City</u> | Date                | <u>29 January 2016</u>     |
| Tel. No. | <u>908-2222</u> <u>TIN: 330-507-000</u>                                  | Mode of Procurement | <u>COMPETITIVE BIDDING</u> |

Gentlemen:

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

PR No. **PUR15-09-1419**

|                     |   |                |  |
|---------------------|---|----------------|--|
| Place of Delivery : | <u>EQUIPMENT SECTION, PSD-PGH Taft Avenue, Manila</u> | Delivery Term: |  |
| Date of Delivery :  | <u>Ninety (90) calendar</u> day from receipt          | Payment Term:  |  |

| Stock No.   | Unit | Description  | Quantity | Unit Cost    | Amount               |
|---|------|--|----------|--------------|----------------------|
| 1   | unit | <p><b>PUR15-09-1419: ORMAT</b><br/>(Gen. Surgery / ENT / Ob-Gynecology / TCVS)<br/>Supply, Delivery, Testing &amp; Commissioning of<br/><b>ULTRASONIC &amp; ADVANCE BIPOLAR WITH POSITIVE TEMPERATURE COEFFICIENT GENERATOR</b><br/>Brand new, not reconditioned, including its parts and accessories<br/>Brand: <u>Generator G11</u>      Country of Origin: <u>Puerto Rico, USA</u><br/>Model: <u>Harmonic and Enseal</u><br/>(Please see attached Notice of Award for the complete specifications.)</p> | 4        | 2,900,000.00 | <u>11,600,000.00</u> |
| <b>Terms &amp; Conditions:</b> <ol style="list-style-type: none"><li>Delivery should be done within 90 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.</li><li>The model must have been introduced not earlier than 2011.</li><li>Warranty: Two (2) years on parts and on services.</li><li>Warrant period shall commence from the date of acceptance by the end-user after installation, testing and commissioning.</li><li>Free quarterly preventive maintenance during the warranty period.</li><li>Provision of a loaner unit should the machine needs repair during the warranty period.</li><li>Service engineers are certified factory trained on service and repair. One service engineers must be available locally to provide quick on-site support.</li><li>Operations training for end-user and troubleshooting training for biomedical engineers.</li><li>Provide original and hard copy of operator's and services manuals (in English language) upon delivery.</li><li>Compliance with Republic Act No. 9184 and other applicable laws.</li></ol> <p style="text-align: center;">X-X-X-X-X-X-X-X-X-X-X-X</p> <p>Basis: <b>COMPETITIVE BIDDING</b> as per R.A. 9184 (6th Edition), Section 10, s.2003 (Bid of 10 December 2015)</p> |      |  |          |              |                      |

(Total Amount in Words) **\*\*ELEVEN MILLION SIX HUNDRED THOUSAND PESOS & 00/100 ONLY\*\***

**P1,600,000.00**

**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 items/s;  
5. Terminate the contract for non-delivery by the supplier unless it can be established that non-compliance on 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 of 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: [Signature]      [Signature]      **174 MAR 2016**

MONALIST P. BUSTOZA      GERARDO D. LEGASPI, MD  
(Signature over printed name & Position Designation)      & Director

MARCH 17, 2016      01 Feb. 16  
(Date)

|                  |   |           |                             |
|------------------|---|-----------|-----------------------------|
| Funds Available: | <u>UPPAP</u>  | ALOG NO.: | <u>016 50 2016 -07-0273</u> |
|                  | <u>ELIZABETH M. CARDENAS</u><br>Chief, Accounting Services Division | Amount:   | <u>P11,600,000.00</u>       |