

REPUBLIC OF THE PHILIPPINES
Philippine Health Insurance Corporation
 709 CityState Center Bldg.
 Shaw Blvd. Brgy. Oranbo, Pasig City
 Telefax No. 637-3158 637-4735

PURCHASE ORDER

Supplier: **ANGEL'S BREATH WATER REFILLING STATION** Purchase Order No.: **PO-2021-001**
 Address: **36 East Capitol Drive, Brgy. Kapitolyo, Pasig city** Date: **April 7, 2021**
 Tel.Fax No.: **781-7027 4006-6412 0927-5907919** Term of Payment: **On Account**
 Supplier Registered with **PHILHEALTH** Mode of Procurement: **Small Value Procurement**

Please deliver to this office within **As per schedule** from receipt hereof the following

NO.	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	20,000	5-gallon bottles	Supply and Delivery of Purified Drinking Water for Twelve (12) months SCOPE OF WORKS: Provide free use of at least Two Hundred (200) 5-gallons to be refilled daily from Monday to Friday at any given time. Provide Thirty (30) units of hot or cold dispensers with water spouts and with protective coverings to prevent infestations of cockroaches and the likes for free of use of Phihealth. Conduct cleaning/washing and disinfecting of the above-mentioned units every 2nd & 4th Saturday of the month. Guarantee the quality of the drinking water delivered to PhilHealth Head Office by passing at least 16 stages of Reverse Osmosis System and the containers are properly cleaned prior to refilling. <div style="text-align: right;"> LESS: EWT 1% 5,357.14 GMP 5% 26,785.71 </div> PR # 21-0002 dtd. 03/18/21 PRID	600,000.00	600,000.00 600,000.00 32,142.85 567,857.15

Terms & Conditions:

- ANGEL'S BREATH WATER REFILLING STATION (ABWRS) holds PHIC free and harmless from any claim, obligation liability or that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of ABWRS or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against ABWRS for, in relation to the implementation of the Contract.
- The agency shall impose penalty in an amount equivalent to 1/10 of one (1%) percent of the total value of undelivered order for each day of the delay as liquidated damages.
- If the date of receipt of the Purchase Order (P.O.) by the dealer is not indicated, it shall be deemed received on the day it was acknowledge have been received by a representative either through fax or e-mail
- Delivery of the above item(s) shall be made within the prescribed schedule dates. Supplier is advised to inform SBAC - Contract Management Team and or Physical Resources Infrastructure Departmet (PRID) at least two (2) days before the delivery. Use of elevator shall only be from 09:00 to 11:30 a.m. and 1:30 to 3:00 p.m. during Mon/Wed/Fri (MWF). All item(s) shall be delivered and accepted by the PSMD at 15th Floor, Room 1501 Citystate Ctr. Bldg., Pasig City.
- Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
- Defective, incompatible or non-compliant goods as to specification when quoted shall be rejected and returned at the time of delivery. With provision for a back-up unit in case of repair.
- The contracting parties undertake to comply with Office order No. 0018-2015 entitled (Reiteration of Philhealth No Gift Policy (Revision 1) which is deemed incorporated into this Contract. No Philhealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group or association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or which in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.
- Dispute Resolution and Venue for Suit, if any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippine according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

REPUBLIC OF THE PHILIPPINES
Philippine Health Insurance Corporation
 709 CityState Center Bldg.
 Shaw Blvd. Brgy. Oranbo, Pasig City
 Telefax No. 637-3158 637-4735

PURCHASE ORDER

Supplier: ANGEL'S BREATH WATER REFILLING STATION	Purchase Order No.: PO-2021-001
Address: 36 East Capitol Drive, Brgy. Kapitolyo, Pasig city	Date: April 7, 2021
Tel.Fax No.: 781-7027 4006-6412 0927-5907919	Term of Payment: On Account
Supplier Registered with PHILHEALTH	Mode of Procurement: Small Value Procurement

Please deliver to this office within **As per schedule** from receipt hereof the following

Whenever necessary to promote Arbitration or to seek judicial relief, PHIC and ABWRS agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court in Pasig City or to the exclusion of other courts of equal jurisdiction.

9. Attorney's Fees - In the event that PHIC is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees an liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

10. EFFECTIVITY CLAUSE: This agreement shall take effect upon signing thereof by the Parties and ABWRS shall commence performance of its obligations upon the issuance by PHIC of a Notice to Proceed. The Agreement shall then continue to be in full force and effect for a period of one (1) year from the date of signing of this Contract.

11. Warranty Security of 1% of gross amount (Section 62. Warranty of 2016 Revised IRR of RA 9184).

Very truly yours,

Joseph S. Vergara
JOSEPH S. VERGARA DPH.
 Head, SBAC & Procurement

Certified Budget Available: <i>MARILEU M. NAVARROZA</i> Division Chief 5/28/21	Funds Available in the amount of Php600,000.00 <i>MARIA AILEEN S. MAGSINO</i> Fiscal Controller III	APPROVED: <i>Ms. Lolita V. Tuliao</i> MS. LOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Within the COB: 2021 Expense Code: 510201001 5102010 Budget: 600,000.00 Disbursement to PRID		CONFORME: <i>Eloisa R. Ambrosio</i> ELOISA R. AMBROSIO Print Name and Signature of Supplier/Representative
Received copy of J.O on 6/4/21		