

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 ZAB ENTERPRISES, INC.  
Address 2151 Sobriedad St. Sampaloc Manila  
Tel.Fax No. 8523-1031  
Supplier Registered with Security and Exchange Commission (SEC Certificate Number : CS201609808 as per Certificate of PhiGEPs Registration

Purchase Order No.: PO-2021-027  
Date: July 13, 2021  
Term of Payment: On Account  
Mode of Procurement: Shopping - Section 52.1 (b)

Gentlemen:  
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

Please deliver to this office within 20 working days from receipt hereof the following

NO.	QTY	UNIT	ITEM DESCRIPTION	UNIT	TOTAL
1	118	roll	ADHESIVE TAPE, Size 1" Double sided with foam	30.00	3,540.00
2	103	roll	ADHESIVE TAPE, Size 1" Double sided w/out foam	25.00	2,575.00
3	280	roll	TAPE MASKING, Size 1 (24MM) 50M	32.00	8,960.00
4	253	roll	TAPE MASKING, Size 1 (48MM) 50M	64.00	16,192.00
5	602	roll	TAPE PACKAGING, Size 2 (48MM) 50M	16.00	9,632.00
6	896	roll	TAPE TRANSPARENT, Size 1 (24MM) 50M	9.00	8,064.00
7	466	roll	TAPE TRANSPARENT, Size 2 (48MM) 50M	16.00	7,456.00
					56,419.00
LESS: EWT 1% 503.74					
GMP 5% 2,518.70					3,022.44
					53,396.56
P.R. No./ Requesting Unit:					
21-0063 dtd. 06-03-21 - PRID					
Total Amount in Words : Fifty Three Thousand Three Hundred Ninety Six and 56/100 Pesos Only.					

Terms & Conditions:

1. ZAB ENTERPRISES, INC. holds PHIC free and harmless from any claims, obligation or liability 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 ZAB ENTERPRISES, INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against ZAB ENTERPRISES, INC. for, in relation to the implementation of the Contract.
2. The agency shall impose penalty in an amount equivalent to 1/10 on one (1%) percent of the total value of undelivered order for each day of the delay as liquidated damages.
3. 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 to have been received by a representative either through fax or e-mail.
4. Delivery of the above item(s) shall be made within the prescribed schedule dates. Supplier are advised to inform SBAC-Contract Management Team 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.
5. Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
6. Defective, incompatible or non-compliant of 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.
7. 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.
8. In all cases, the request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the initial delivery period as stated in the original contract.
9. 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.

Received copy of P.O. on *Bryan Christopher Alarico* CONFORME: *[Signature]*  
Print Name and Signature of Supplier/Representative *OB/23/21*

07-146

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Supplier Registered with	<u>Security and Exchange Commission (SEC Certificate Number : CS201609808 as per Certificate of PhiGEPS Registration)</u>	Mode of Procurement:	<u>Shopping - Section 52.1 (b)</u>

Gentlemen:  
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:  
Please deliver to this office within 20 working days from receipt hereof the following

**Terms & Conditions:**  
Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of RA. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".  
Whenever necessary to promote arbitration or to seek judicial relief, PHIC and ZAB ENTERPRISES, INC. 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, to the exclusion of other courts of equal jurisdiction.  
10. Attorney's Fees - In the event that PHIC is compelled to commerce arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.  
11. EFFECTIVE CLAUSE. This agreement shall take effect upon signing hereof by the Parties and ZAB ENTERPRISES, INC. shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

Very truly yours,

JOSEPH O. VERGARA DPH.  
Head, SBAC

Certified Budget Available:	Funds Available in the amount of:	56,419.00
<u>Therese M. Tindoy</u> <b>THERESE M. TINDOY</b> Fiscal Controller III	<u>Rommel C. Reyes</u> <b>ROMMEL C. REYES</b> Fiscal Controller III	APPROVED:  <u>LOLITA V. TULIAO</u> Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Within the COB: <u>2021</u>	Expense Code: <u>5020201001 / 50001410</u>	
Budget: <u>P56,419.00</u>	Remarks: <u>CHANGED TO VARIOUS OFFICE</u>	
CONFORME: <u>Bryan Christopher Mariano</u> Signature over Printed Name and Position of authorized representative		Received copy of P.O.: <u>07/22/21</u> Date