

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: SURE TIRE TRADING
 Address: 17 Rimando Road, Transcville ABCR, Baguio City
 Tel. Fax No.: (074)448-0945 0917-5930579 email: suretire.trading@yahoo.com

Purchase Order No.: PO-2022-007
 Date: June 9, 2022
 Term of Payment: On Account
 Mode of Procurement: Small Value Procurement Section 53.9

Supplier Registered with: PhilGEPS (Certificate Reference No. 201105412921484998960)


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 Fifteen (15) calendar days from receipt hereof the following

NO.	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	6	pcs	TIRE, Size: 205/80 R16 Brand: PETLAS Design: PT421 Max Load: 900 kg Max Pressure: 289 kPa Outer Diameter: 727 mm Made: Turkey	7,222.10	43,332.60
			LESS: EWT 1% 386.90 GMP 5% 1,934.49		43,332.60
					2,321.39
					41,011.21
			P.R. No./ Requesting Unit: 22-0007 dtd. 04-29-22 - PRID-G5BMD		
Total Amount in Words: <u>Forty One Thousand Eleven Pesos and Twenty One Centavos Only</u>					

Terms & Conditions:

- SURE TIRE TRADING 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 SURE TIRE TRADING or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against SURE TIRE TRADING 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 acknowledged to 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. Suppliers 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) delivered shall be 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.
- 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.
- 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.

CONFORME: <div style="text-align: center;">  FRANKLIN F. RAMO PROPRIETORSHIP Signature over Printed Name and Position of Authorized Representative </div>	Received copy of P.O.: <div style="text-align: center;"> 17 June 2022 Date </div>
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PURCHASE ORDER

Supplier: SURE TIRE TRADING
 Address: 17 Rimando Road, Transcoville ABCR, Baguio City
 Tel. Fax No.: (074)448-0045 0917-5930579 email: suretire.trading@yahoo.com

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 Please deliver to this office within Fifteen (15) calendar days from receipt hereof of 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 SURE TIRE TRADING 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 commence 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. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing hereof by the Parties and SURE TIRE TRADING shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

Very truly yours,

Jose Vergara
 JOSEPH OSVERGARA DPH.
 Head, SBAC

Certified Budget Available: _____ Funds Available in the amount of: <u>43,332.60</u>	APPROVED: <div style="text-align: center;"><i>[Signature]</i> YOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative</div>
Within the COB: <u>2022</u> Expense Code: <u>51020000 51000010</u> Budget: <u>43,332.60</u> Remarks: <u>CHARGED TO PWD</u>	CONFORME: <div style="text-align: center;"><i>[Signature]</i> FRANKLINE RAM PROPRIETORSHIP Signature over Printed Name and Position of Authorized Representative</div>
Received copy of P.O.: <u>17 June 2022</u> Date	