

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: RSG MARKETING CORPORATION  
Address: 8 Masunurin St. Sikatuna Village 4, Quezon City  
Tel. Fax No.: 0967-269-8420; adelvillas.rsgmarketingcorp@gmail.com

Purchase Order No.: PO-2022-016  
Date: August 10, 2022  
Term of Payment: On Account  
Mode of Procurement: Small Value Procurement - Section 53.9

Supplier Registered with: PhilGEPS Certificate Reference No. 200903256341286331078

Gentlemen:

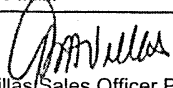
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

Please deliver to this office within **Fifteen (15) days** from receipt hereof the following

NO.	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
33	90	capsule	Roxithromycin	55.00	4,950.00
34	2	bottle	Salinase Drops 60ml	125.00	250.00
35	150	sachet	Oral Rehydration Salts (Apple, Orange Flavor)	24.00	3,600.00
36	9	pc	Silver Sulfadiazine 1% cream 20g	570.00	5,130.00
37	9	tube	Diclofenac Gel 5g	121.00	1,089.00
<b>Scope of Work</b> 1. The Supplier for this purpose can be any pharmaceutical company/ medical retailer/ pharmacy duly registered with the Securities and Exchange Commission (SEC), the Bureau of Internal Revenue (BIR), the Department of Health (DOH), Philippine Health Insurance Corporation (Philhealth) and with Local Permits from their respective Local Government Units (LGUs); 2. The Supplier should be able to guarantee that medicines delivered are within three (3) years of expiration from the delivery date to Philhealth; 3. The Supplier shall provide a cost-effective, competitive brand of choice/ option for each of the medicine/ medical supply indicated above; 4. The Supplier shall be able to accept changes, if any, in favour of the Corporation; 5. Valid License to Operate (LTO) as drug manufacturer/ drug trader; and, 6. Attached Certificate of Product Registration (CPR) of the medicines being offered as supporting evidence to the Bidders statement of compliance. The medicines must be registered at FDA of the DOH as supported by Certificate of Product Registration (CPR).					
					161,951.70
LESS: EWT 1% 1,445.99					
GMP 5% 7,229.99					8,675.98
					153,275.72
P.R. No./ Requesting Unit: 22-0033 dtd. 05-31-22 - HRD					
Total Amount in Words : One Hundred Fifty Three Thousand Two Hundred Seventy Five Pesos and Seventy Two Centavos Only					

Terms & Conditions:

- RSG MARKETING CORPORATION 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 RSG MARKETING CORPORATION or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against RSG MARKETING CORPORATION 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.

CONFORME:   
Adel A. Villas/Sales Officer, Pharmacist  
Signature over Printed Name and Position of Authorized Representative

Received copy of P.O.:  
August 22, 2022  
Date

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Please deliver to this office within Fifteen (15) days from receipt hereof the following

Terms & Conditions:

4. 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.

5. Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.

6. 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.

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.

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 RSG MARKETING CORPORATION 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 RSG MARKETING CORPORATION shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

Very truly yours,

JOSEPH S. VERGARA DPh.

Head, SBAC

Certified Budget Available:	Funds Available in the amount of:	161,951.70
<u>CORAZON M. TABULAO</u> Fiscal Controller III	<u>ROMMEL C. REYES</u> Fiscal Controller III	APPROVED:
Within the COB: <u>Q4 2022</u>		<u>LOLITA V. TULIAO</u> Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Expense Code: <u>50203070/510518</u>		
Budget: <u>P 161,951.70</u>		
Remarks: <u>Chargeable to HRD</u> <u>PHIC 22-033-010-51310032</u> <u>16-8-15-2022</u>		
CONFORME:	Received copy of P.O.:	
<u>Adel A. Villas/Sales Officer, Pharmacist</u> Signature over Printed Name and Position of Authorized Representative	<u>August 22, 2022</u> Date	