

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: VIVA SALES ENTERPRISES  
 Address: 1739 Oroquieta St. Sta. Cruz, 034, Brgy. 337, Manila  
 Tel. Fax No.: 8254-7471; 8254-7475; 8255-4077; vse06@yahoo.com

Purchase Order No.: PO-2022-019  
 Date: August 18, 2022  
 Term of Payment: On Account  
 Mode of Procurement: Small Value Procurement - Section 53.9

Supplier Registered with: PhilGEPS Certificate Reference No. 2002046141161991623

Gentlemen:

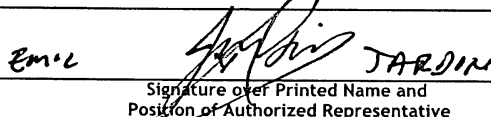
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

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

NO.	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	unit	<b>Laser Distance Meter</b> Millimeter unit accurate measurement of areas, volumes and distances up to 150m, multifunctional measuring pin for precise measurement from hard to reach areas and edges, storage of the last 30 measurement	20,600.00	20,600.00
2	4	unit	<b>Pressure Washer</b> 1.5 HP belt-driven, weight: 9 kg, 350mm x 300mm (LxWxH), with standard accessories: 3 complete with hoses, spray, filter and wrench.	8,400.00	33,600.00
					54,200.00
LESS:				EWT 1% 483.93	
				GMP 5% 2,419.64	2,903.57
					51,296.43
P.R. No./ Requesting Unit:					
22-0047 dtd. 06-03-22 PRID-GSBMD					
22-0049 dtd. 06-03-22 PRID-GSBMD					
22-0050 dtd. 06-03-22 PRID-GSBMD					
Total Amount in Words : <b>Fifty One Thousand Two Hundred Ninety-Six Pesos and Forty Three Centavos Only</b>					

**Terms & Conditions:**

- VIVA SALES ENTERPRISES 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 VIVA SALES ENTERPRISES or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against VIVA SALES ENTERPRISES 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.

CONFORME:  Signature over Printed Name and Position of Authorized Representative	Received copy of P.O.: <u>9-7-22</u> Date
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**Terms & Conditions:**

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 VIVA SALES ENTERPRISES 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 VIVA SALES ENTERPRISES shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

08-400

Very truly yours,

*Joseph O. Vergara*  
 JOSEPH O. VERGARA DPh.  
 Head, SBAC

Certified Budget Available:	Funds Available in the amount of:	54,200.00	APPROVED:  <div style="text-align: center;"><i>Kolita V. Tuliao</i></div> KOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
<i>Corazon M. Tabulao</i> CORAZON M. TABULAO Fiscal Controller III	<i>Rommel C. Reyes</i> ROMMEL C. REYES Fiscal Controller III		
Within the COB:	2022 CAPEX		
Expense Code:	10605020 (Office Equipments)		
Budget:	P 54,200.00		
Remarks:	changed to PRID		
CONFORME:			Received copy of P.O.:
<i>Emik</i> Signature over Printed Name and Position of Authorized Representative			<u>9-7-22</u> Date