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REPUBLIC OF THE PHILIPPINES

Philippine Health Insurance Corporation

709 Citystate Centre Shaw Blvd. Brgy. Oranbo, Pasig City Telefax No. 637-3158 637-4735

PURCHASE ORDER

Supplier:	TYREMA	RT INC.		Purchase Order No.:	PO-20	24-042
Address:	347 Ortigas A	ve. Greenhills East, Manda	lluyong City	Date:	June 21, 2024	
Contact Info	ct Info: 0991-391-4865 / tyremartinc.corp2020@gmail.com		@gmail.com	Term of Payment:	On Ac	ccount
				Mode of Procurement:	Small Value Proc 53	urement - Section 3.9
Supplier Re	gistered with:	PhilGEPS Certific	ate Reference No. 201402-95076-106309	_		
Gentlemen: Please	deliver the followi	ng article(s), product(s), supplies, or materials listed below, subject to t	he terms and conditions contained	l herein:	
Please deliver to this office within			Fifteen (15) calendar days	from receipt	hereof the followin	g
			·			TOT!

NO.	QTY	UNIT	ITEM DESCRIPTION			UNIT PRICE	TOTAL AMOUNT	
1	17	pc	TIRE, size 195 R15, 8PLY (DUNLOP)			5,567.90	94,654.30	
2	5	pc	TIRE, size 185x14, 8PLY (DUNLOP)			5,142.80	25,714.00
3	11	pc	TIRE, size 205/65 R15, 8P	LY (DUNLOP)			3,860.00	42,460.00
4	3	pc	TIRE, size 265/65 R17 11 2	T, 8PLY (DUNLOP)			10,530.00	31,590.00
5	2	pc	TIRE, size 205/80 R16 (D)	UNLOP)			6,630.00	13,260.00
6	1	pc	TIRE, size 235/70 R15 (DUNLOP)		5,330.00	5,330.00		
			Technical Specifications attack	hed in the RFQ as Annex "	C"			
				LESS: EWT	1%	1,901.86		213,008.30
				GMP	5%	9,509.30		11,411.16
								201,597.14
			P.R. No./ Requesting Unit:	RFQ No.: 2024-072				
			PR No. 24-0287-SVP (PRID)					

Terms & Conditions:

- 1. TYREMART 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 TYREMART INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against TYREMART INC. in relation to the implementation of the Contract.
- 2. The agency shall impose penalty in an amount equivalent to 1/10 of one (1%) percent of the total value of undelivered items 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 acknowledged to have been received by a representative either through fax or e-mail. 23106

CONFORME:	Signature over Printed Name and Position of Authorized Representative	Received copy of P.O.: Nuly 13 2014 Date



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709 Citystate Centre Shaw Blvd. Brgy. Oranbo, Pasig City Telefax No. 637-3158 637-4735

		PURCHASE ORDER			
Supplier:	TYREMART INC.	Purchase Orde	er No.:	PO-2024-042	
Address:	347 Ortigas Ave. Greenhills East, Mandaluyong City		Date:	June 21, 2024	
Tel. Fax No.: 0991-391-4865 / tyremartinc.corp2020@g		Terms of Pay	yment:	On Account	
		Mode of Procure	ement:	Small Value Procurement - Section 53.9	
Supplier Registe	ered with: PhilGEPS Certificate Referen	nce No. 201402-95076-106309			
		or materials listed below, subject to the terms and conditions co			
Please deliver to this office within		Fifteen (15) calendar days from receipt hereof the follo		nereof the following	
Use of elevato	ne above item(s) shall be made within the prescribed sch	edule dates. Suppliers are advised to inform SBAC-Contract Manager 10 p.m. during Mon/Wed/Fri (MWF). All item(s) delivered shall be ac			
5. Delivery Rec	eipt and Sales Invoice shall be required for one-time con	nplete delivery of the goods.			
6. Defective, inc	compatible or non-compliant goods as to specification v	when quoted shall be rejected and returned at the time of delivery with	h provisio	n 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 TYREMART 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 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 TYREMART INC. shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

0 <u>6</u> 2310 <u>6</u>	JOSEPH O. VERGARA, DPh.
Certified Budget Available: Funds Available in the amount of: 213,008.30 ROMAEL C. REYES Fiscal Controller III Within the COB: Expense Code: 50203990 Ohr Supplied & Material Expense Budget: 213,008.30 Remarks: 7 6	Head, SBAC APPROVED: WATTY, FRANCIS JAY E. REMIGIO 7/8/W Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Signature over Printed Name and Position of Authorized Representative	Received copy of P.O.: The pate 13 2014