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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:	L SERRANO CONSUMER GOODS TRADING			Purchase Order No.:	PO-2024-056	
Address:	19 Cotabato St. Ramon Magsaysay District 1, Quezon City			Date:	August 14, 2024	
Contact Info:	Contact Info: 0977-097-5070/ls.consumergoods@gma		il.com	Term of Payment:	On Account	
				Mode of Procurement:	Small Value Procurement - Section 53.9	
Supplier Registered with: PhilGEPS Certificate		PhilGEPS Certificate	Reference No.: 202101-239442-303907691			
Gentlemen: Please deli	iver the follow	ring article(s), product(s)	, supplies, or materials listed below, subject to the	terms and conditions contained	l herein:	
Please deliver to this office within		e within	twenty (20) working days	from receipt	eipt hereof the following	

NO.	QТY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	30	unit	UTP Cable : At least CAT6 or latest 305m, 100ft Ethernet Cable	5,535.71	166,071.30
			Technical Specifications attached in the RFQ as Annex "C"		
			LESS: EWT 1% 1,482.78		166,071.30
			GMP 5% 7,413.90		8,896.68 157,174.62
			P.R. No./ Requesting Unit: RFQ No.: 2024-121		
			PR No. 24-0372-SVP (ITMD)		
			Total Amount in Words: One Hundred Fifty-Seven Thousand One Hundred Seventy-Four Pesos and Sixty-Two Centavos Only		

### Terms & Conditions:

- 1. L SERRANO CONSUMER GOODS 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 L SERRANO CONSUMER GOODS TRADING or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against L SERRANO CONSUMER GOODS TRADING 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.

CONFORME:			0 24013	Received copy of P.O.:	_
	WILL	Timore		08-29-24	
		Signature over Printed Name and Position of Authorized Representative		Date	

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Address:	19 Cotabato S	t. Ramon Magsaysay District 1, Quezon City	Date:	August 14, 2024	
Tel. Fax No.:	0977-097-507	0/ls.consumergoods@gmail.com	Terms of Payment:	On Account	
			Mode of Procurement:	Small Value Procurement - Section 53.9	
Supplier Registered with: Phil		PhilGEPS Certificate Reference No.: 202101-239442-303907691			
Gentlemen: Please del	liver the followi	ing article(s), product(s), supplies, or materials listed below, subject to the	terms and conditions contained	herein:	
Please deliver to this office within		within twenty (20) working days	twenty (20) working days from receip		

#### 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 a.m. to 11:30 a.m. and 1:30 p.m. 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
- 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 L SERRANO CONSUMER GOODS 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 percent (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 shall commence performace of its obligations upon the acceptance of PHIC Purchase Order.

Very	truly yours,		
08-24314	JOSEPH SERGARA, DPh.		
00 2401	Head, SBAC		
Certified Budget Available Funds Available in the amount of:  LAURICE CHRISTINE G. DALUZ  ROMMEL REYES  Fiscal Controller III  Within the COB: 2024  Expense Code: 5020301002  Budget: 110,071.30  Remarks: Narge to TAU	APPROVED:  ATTY. FRANCIS JAY E. REMICIO  Senior Manager, PRID  HEAD OF THE AGENCY or Authorized Representative		
CONFORME:  Will Siff 2 10	Received copy of P.O.:		
Signature over Printed Name and Position of Authorized Representative	Date		