

#### 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:                | PLUXEE PHILIPPINES INC   | ORPORATED  | Purchase Order No.:               | PO-2024-070                               |
|--------------------------|--|--|-----------------------------------|---|
| Address:                 | 11/F BA Lepanto Bldg. 8747, Paseo De Roxas, Bel-Air Makari City  |  | Date:                             | October 16, 2024                          |
| Contact Info:            | Contact Info: 0917-802-0733/ kryshtelle.tongonan@pluxeegroup.com |  | Term of Payment:                  | COD                                       |
|                          |  |  | Mode of Procurement:              | Small Value Procurement - Section<br>53.9 |
| Supplier Registe         | ered with: PhilGEPS Registrati                                   | on No.: 200807-64208-1675907583                        | -                                 |   |
| Gentlemen:<br>Please del | iver the following article(s), product(s                         | ), supplies, or materials listed below, subject to the | ne terms and conditions contained | l herein:                                 |
| Please deliv             | rer to this office within  | first (1st) week of decemb                             | per from receipt                  | hereof the following                      |

| NO. | QTY | UNIT        | ITEM DESCRIPTION  | UNIT<br>PRICE | TOTAL<br>AMOUNT |
|-----|-----|-------------|---|---------------|-----------------|
| 1   | 300 | pcs         | Media Pasasalamat Token for Media (Gift Certificate)  | 500.00        | 150,000.00      |
|     |     |             | Specifications Establishments: Any leading department store or supplier Denomination: 500 pesos Others: VAT Inclusive |               |                 |
|     |     |             |   |               |                 |
|     |     |             |   |               |                 |
|     |     |             |   |               | 150,000.0       |
|     |     |             |   |               | 150,000.0       |
|     |     |             | P.R. No./ Requesting Unit: RFQ No.: 2024-153 Reposting PR No. 24-0297-SVP (CorComm)                                   |               |                 |
|     |     | <del></del> | Total Amount in Words: One Hundred Fifty Thousand Pesos Only  |               |                 |

## Terms & Conditions:

- 1. PLUXEE PHILIPPINES INCORPORATED 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 PLUXEE PHILIPPINES INCORPORATED or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against PLUXEE PHILIPPINES INCORPORATED 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.
- 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 clevator shall only be from 09:00a.m. to 11:30 a.m. and 1:30p.m. to 3:00 p.m. during Mon/Wed/Fri (MWF). All item(s) delivered shall be accepted by the PSMD at 7th Floor,
- 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,

|           |   | 10-25916                             |   |
|-----------|---|--------------------------------------|---|
| CONFORME: | KR-YSHTELLE MANUSON AND Signature over Printed Name and | Received copy of P.O.: // 05 / 202 4 |   |
|           | Position of Authorized Representative                   | Date                                 | _ |

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| Tel. Fax No.:                        | 0917-802-0733/ kryshtelle.tongonan@pluxeegroup.com  |  |  | Terms of Payment:                   | COD                                       |
|                                      |   |  |  | Mode of Procurement:                | Small Value Procurement - Section<br>53.9 |
| Supplier Regis                       | tered with:   | PhilGEPS Registration No.: 200807-64   | 208-1675907583   | ·                                   |   |
| Gentlemen:<br>Please de              | eliver the following articl   | c(s), product(s), supplies, or materials   | listed below, subject to the te  | rms and conditions contained        | l herein:                                 |
| Please deliver to this office within |   | fi   | first (1st) week of december from receipt hereof the following           |                                     | hereof the following                      |
| Contract. I<br>private sect          | cting parties undertake to c<br>No PhilHealth personnel sh<br>or, at anytime, on or off the | omply with Office Order No. 0018-2015<br>all solicit, demand, or accept, directly or i<br>work premises where such gift is given in<br>directors or employees, or create the appea | ndirectly, any gift from any perso<br>the course of official duties or w | n, group or association, or juridic |   |
|                                      |   |  |  |                                     |   |

- 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 PLUXEE PHILIPPINES INCORPORATED 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 og PHIC Purchase

| 10-25916   | Very truly yours,  JOSEPH O. VERGARA, DPh.  Head, SBAC               |
|--|--|
| Certified Budget Available: Funds Available in the amount of: 150,000.00 | APPROVED:  |
| Within the COB:  Expense Code:  Budget:  Remarks:  Concomm               | Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative |
| CONFORME:  | Received copy of P.O.:   |
| KRYSHTELLISEN THANGONAN  | 11/05/2024   |
| Signature over Printed Name and Position of Authorized Representative    | Date   |
|  |  |