Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office CAR
SNOBT Inc. Building, No. 19 Leonard Wood Rd. Baguio City 2600
(074) 444-5345, 444-8361, 446-0371 www.philhealth.gov.ph
PhilHealthCordillera @teamphilhealth

PhilHealth

PURCHASE ORDER					
Supplier: Uly Tech Trading Address: Bonanza Plaza 1 Bldg., Dagro, Quezon City TIN: 196-696-427-000/DTI Registered/VAT Registered			P.O. No. P-24-007 Date: February 19, 2024 Mode of Procurement: Small Value Procurement		
Gentlemen:					
Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation, subject to the Terms and Conditions enumerated at the next page hereof					
Place of Delivery: SNOBT Bldg., 19 Leonard Wood Road, Baguio City			Delivery Term: 20 days from receipt of Notice to Proceed		
Date of Delivery:			Payment Term: on account		
Stock/Property No.	Unit	Description	QTY	Unit Cost	Amount
1	unit	Car Dashboard Camera Full HD 1080P (front) & HD 720P (rear). At least 2.4" LCD Display. With Built-in WIFI, GPS and G-sensor. Front lens: 160deg wide viewing angle Rear lens: 110deg (diagonal). With parking monitoring mode. Includes suction car mount, micro sd memory card powe	6	6,450.00	38,700.00
(Total Amount in Words) Thirty Eight Thousand Seven Hundred Pesos					P38,700.00
Less: 5% Final Tax			1,727.68		
1% EWT			345.54		2,073.22
NET OF TAX					P36,626.78
Retention Fee: 1% of Gross					387.00
NET:					P36,239.78

TERMS AND CONDITIONS
(P U R C H A S E O R D E R)

1. 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

2. 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

3. Delivery of the above item(s) shall be made within the prescribed scheduled dates. Supplier are advised to inform the General Services Unit (GSU) at least two (2) days before the delivery. Use of elevator shall only be from 9:00 to 11:30 a.m and 1:30 to 4:00 p.m during Mon to Fri. All item(s) shall be delivered and accepted by the GSU at 3rd floor, SNOBT Inc. Bldg., No. 19 Leonard Wood Road, Baguio City

4. Official Receipts/Sales Invoice shall be required after the completion of the services

5. Defective, incompatible or non-compliance of goods/services as to specification when quoted shall be rejected and returned for repair/replacement

6. The contracting parties undertake to comply with Officer 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 judicial entity, whether from the public or private sector, at any time, 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

7. Retention Fee of 1% of gross amount (GPPB Resolution No. 30-2017 of 2016 Revised IRR of RA 9184)

8. Standard warranty period: (from date of acceptance by PhilHealth)

For Expandable Supplies: minimum of three (3) months / For Semi-expandable Supplies, minimum of one (1) year

9. **Supplier** shall pay taxes in full and on time and that the failure to do so will entitle the government to suspend payment for any services delivered by **Supplier**.

10. **NON-DISCLOSURE AGREEMENT** - The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the **PhilHealth** database or provided by **PhilHealth**.

11. **Supplier** holds **PhilHealth** free and harmless from any claim, 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 **Supplier** or any of its personnel or representative, without prejudice to any other legal action that **PhilHealth** may have against **Supplier** for, in relation to the implementation of the Contract.

12. 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 R.A. 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, **PhilHealth** and **Supplier** agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court in Baguio City, to the exclusion of the other courts of equal jurisdiction.

13. Attorney's Fees – In the event that **PhilHealth** 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 costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

14. As part of this Contract, **Supplier** will strictly comply with the attached Technical Specifications.

15. **Supplier** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the PO/Contract.

16. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing thereof by the Parties and **Supplier** shall commence performance of its obligations upon the issuance by **PhilHealth** of a Notice to Proceed/Job Order/Purchase Order/Contract.

Very truly yours,

LEIZLE B. ANONGOS
AO IV/Head, Procurement Unit

Certified Budget Available **LEILA D. TAN** SIO III / Budget Officer Designate Within the COB: 274 Expense Code: 5020322002 Budget: 38,700 Remarks: 2024-02-10109	Funds Available in the amount of P38,700.00 **MARIA LINDA H. GADINGAN** Fiscal Controller IV	APPROVED **DOMINGA A. GADGAD, MD, MPA** Regional Vice President Date
Conforme: JOEL F. MANILA Date: 26 FEB 2024 Signature Over Printed Name and Position of Authorized Representative		