

Philippine Health Insurance Corporation
 REPUBLIC OF THE PHILIPPINES
 709 CityState Center Bldg.
 Shaw Blvd. Brgy. Oranbo, Pasig City
 TeleFax: 8637-3158 637-4735

JOB ORDER
 (Non-Inventoriable Items)

Supplier SGV & CO. (SYCIP GORRES VELAYO & CO) Job Order No.: JO-2021-030
 Address SGV Bldg., 6760 Ayala Ave., Makati City, 1226 Date: November 15, 2021
 Tel.Fax No. 0917-894-8217 (Christian.G.Lauron@ph.ey.com) Terms of Payment: On Account
 Supplier Registered with: PhilGEPS Reference No. 20040819145210333801790 Mode of Procurement: Small Value Procurement Section 53.9
 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 November 22-25 and 29, 2021 upon approval of the following

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	5	day	Procurement of Services for the Resource Speaker / Training Provider for the Online Training Conduct of Customized Capability Training on Selected Philippines Financial Reporting Standards (PFRS) - Training Provider Total of 5 days Training Hours Terms of Reference is attached to RFQ as "Annex C"	60,000.00	300,000.00
			LESS:		
			EWI 2%	5,357.14	
			GMP 5%	13,392.86	
			PR #		
			21-0162 dtd. 11/05/21 COMPTRO		
					300,000.00
					18,750.00
					281,250.00
			Total Amount in Words : Two Hundred Eighty One Thousand Two Hundred Fifty Pesos Only		

Terms & Conditions:

1. SGV & Co. 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 SGV & Co. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against SGV & Co. for, in relation to the implementation of the Contract.

CONFORME:	<i>Christian G. Lauron</i> CHRISTIAN G. LAURON Signature over Printed Name and position of Authorized Representative	Received copy of J.O.:	11/24/2021 Date
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11/22/21

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Address	<u>SGV Bldg., 6760 Ayala Ave., Makati City, 1226</u>	Date:	<u>November 15, 2021</u>
Tel.Fax No.	<u>0917-894-8217 (Christian.G.Lauron@ph.ey.com)</u>	Terms of Payment:	<u>On Account</u>
Supplier Registered with:	<u>PHILGEPS Reference No. 2004081914521033801790</u>	Mode of Procurement:	<u>Small Value Procurement Section 53.9</u>

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- 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 Job Order (J.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. Supplier 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 of 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.
 - 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.
 - 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 SGV & Co. 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 commerce 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 SGV & Co. shall commence performance of its obligations upon the acceptance of PHIC Job Order.

Very truly yours,

JOSEPH O. VERGARA DPh.
 Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php300,000.00	APPROVED:
<u>EDITHA D. RAMASTA</u> Fiscal Controller IV	<u>ROMMEL C. REYES</u> Fiscal Controller III		
Within the COB:	<u>5670101001150110</u>		<u>LOLITA V. TULIAO</u> Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Expense Code:	<u>300,000.00</u>		
Budget:	<u>CHARGED TO COMPLIANCE DEPT</u>		
Remarks:	<u>11/17/21</u>		
CONFORME:		Received copy of J.O.:	
<u>CHRISTIAN G. LAURON</u> Signature over Printed Name and position of Authorized Representative		<u>11/24/2021</u> Date	