

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

(Non-Inventoriable Items)

Supplier Registered with: **PhilGeps Certificate Ref. No. 201111455291582172632**

Mode of Procurement:	Negotiated Procurement Section 53.6
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Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

upon approval of the following

### Terms & Conditions:

1. EAGLE BROADCASTING CORP. (DZEC) 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 EAGLE BROADCASTING CORP. (DZEC) or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against EAGLE BROADCASTING CORP. (DZEC) for, 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 order for each day of the delay as liquidated damages.
3. 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.
4. 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.
5. Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
6. 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.
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.

Received copy of J.O.:

Signature over Printed Name and  
position of Authorized Representative

Date \_\_\_\_\_

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 EAGLE BROADCASTING CORPORATION (DZEC)  
Address 25 Central Avenue, Culiati Quezon City  
Tel.Fax No. 8784-7450  
Supplier Registered with: PhilGeps Certificate Ref. No. 201111455291582172632

Job Order No.: JO-2021-039  
Date: December 29, 2021  
Terms of Payment: On Account  
Mode of Procurement: Negotiated Procurement Section 53.6

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 As per schedule upon approval of the following

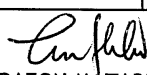



Terms & Conditions:

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 EAGLE BROADCASTING CORP (DZEC) 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 EAGLE BROADCASTING CORP. (DZEC) shall commence performance of its obligations upon the issuance by PHIC of a Notice to Proceed.

12-509.12

Very truly yours,

JOSEPH O. VERGARA Dph.  
Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php197,400.00	APPROVED:
 CORAZON M. TABULAO Fiscal Controller III	 ROMMEL C. REYES Fiscal Controller III	 ATTY. DANTE A. GERRAN, CPA President and CEO HEAD OF THE AGENCY or Authorized Representative	
Within the COB:	2021		
Expense Code:	029901001		
Budget:	P197,400		
Remarks:	change to Comm Pmo		
CONFORME:		Received copy of J.O.:	
 LUZ MEDINA Signature over Printed Name and position of Authorized Representative		MAR 2, 2022 Date	