

PURCHASE ORDER

Please deliver to this office within C.O.D. from receipt hereof the following

Terms & Conditions:

1. SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES INC. 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 SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES INC. for, in relation to the implementation of the Contract.
2. The parties 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 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. 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.
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.

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REPUBLIC OF THE PHILIPPINES
Philippine Health Insurance Corporation
709 CityState Center Bldg.
Shaw Blvd. Brgy. Oranbo, Pasig City
Telefax No. 637-3158 637-4735

PURCHASE ORDER

Supplier: SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES, INC. Purchase Order No.: PO-2021-068
Address: 11th Floor B.A Lepanto Bldg. 8747 Paseo De Roxas Street, Makati City Date: December 23, 2021
Tel. Fax No.: 0917-532-6541 (Joan.BOBIER@sodexo.com) Terms of Payment: C.O.D.
Mode of Procurement: Small Value Procurement - Section 53.9
Supplier Registered with: SEC (Company Registration No. CS200305010)

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 C.O.D. from receipt hereof the following

Terms & Conditions:
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 SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES INC. 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 SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES INC. shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

Very truly yours,

JOSEPH O. VERGARA DPH
Head, SBAC

Certified Budget Available:	Funds Available in the amount of:	891,000.00
MARILOU M. NAVARROZA Division Chief	MARIA AILEEN S. MAGSINO Fiscal Controller III	APPROVED: LOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Within the COB: 2021	Expense Code: 5029999004	
Budget: ₱ 891,000.00	Remarks: CHARGED TO THE APPROVED BUDGET OF HMO PERSON OF THE GRANT OF GIFT CHECKS WAS PAID BY THE PCED FOR HMO MEMO-2021-11-046 DATED NOV-22-2021	
CONFORME:	Received copy of P.O.:	
Joan Bobier / Account Manager Signature over Printed Name and Position of Authorized Representative	Dec. 27, 2021 Date	