

**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 PILIPINO STAR NGAYON, INC.

Job Order No.: JO-2022-004

Address 202 cor. Roberto S. Oca Railroad Sts., Port Area, Manila

Date: April 27, 2022

Tel.Fax No. 0998-8834-105 (dsdejesus@philstarmedia.com)

Terms of Payment: On Account

Supplier Registered with: PhilGEPS (Certificate Reference No. 201003327991391168379)

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

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	1	lot	<p><b>Procurement of Print Advertising Space in Various Print Publications on General and National Circulation in Aid of Information Dissemination Activities of PhilHealth for CY2022:</b></p> <p><b>Scope of work:</b></p> <ul style="list-style-type: none"> <li>- Must be in national circulation</li> <li>- Must have a daily publication including weekends</li> <li>- Must be in Filipino (Tagalog) or Taglish</li> <li>- Must have online edition</li> <li>- Must have released/ accommodated PhilHealth's press releases</li> </ul>	739,301.00	739,301.00
					739,301.00
			<p>LESS: EWT 2% 13,201.80</p> <p>GMP 5% 33,004.51</p>		46,206.31
			<p><b>P.R. No./ Requesting Unit:</b></p> <p>21-0207 dtd. 12/28/21 CorCom</p>		<b>693,094.69</b>
Total Amount in Words : Six Hundred Ninty-Three Thousand Ninty-Four Pesos and Sixty-Nine Centavos Only					

**Terms & Conditions:**

1. PILIPINO STAR NGAYON, 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 PILIPINO STAR NGAYON, INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against PILIPINO STAR NGAYON, INC. 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 supplier 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. 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.
7. 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.
8. 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.

<p>CONFORME:</p> <p align="center"><i>[Signature]</i></p> <p align="center">Signature over Printed Name and Position of Authorized Representative</p>	<p>Received copy of J.O.:</p> <p align="center"><i>[Signature]</i></p> <p align="center">Date</p>
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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 PILIPINO STAR NGAYON, 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.

9. 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.

10. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing thereof by the Parties and PILIPINO STAR NGAYON, INC. shall commence performance of its obligations upon the issuance by PHIC of a Notice to Proceed.

05-023. 1

Very truly yours,

*Joseph O. Vergara*  
JOSEPH O. VERGARA DPh.  
Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php739,301.00	APPROVED:
<p><i>MariLou M. Navarro</i> MARILOU M. NAVARROZA Division Chief</p>		<p><i>Maria Aileen S. Magsino</i> MARIA AILEEN S. MAGSINO Fiscal Controller III</p>	<p><i>Dante A. Gierran</i> ATTY. DANTE A. GIERRAN, CPA President and Chief Executive Officer (CEO) HEAD OF THE AGENCY or Authorized Representative</p>
Within the COB:	<p>5029901001 (Advertising) Sicta 12 Budget: ₱739,301.00 Remarks: Changeable to ConComm At 5/2/2022</p>		
CONFORME:		Received copy of J.O.:	
<p><i>Dem J. Jara</i> Signature over Printed Name and Position of Authorized Representative</p>		<p>May 30, 2022 Date</p>	