

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: THE PHILIPPINE DAILY INQUIRER, INC.
 Address: 1098 Chino Roces Avenue, cor. Yague and Mascardo Sts. 1204 Makati City
 Tel.Fax No.: 8897-8808 / (Fax No.) 88974793 to 94
 Supplier Registered with: PhilGEP5 (Certificate Reference No. 201303675221452250079)

Job Order No.: JO-2022-009
 Date: May 27, 2022
 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:

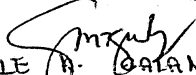
Please deliver to this office within as per schedule upon approval of the following

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	1	lot	Procurement of Print Advertising Space in Various Print Publications of General and National Circulation in Aid of Information Dissemination Activities of PhilHealth for CY2022: Scope of work: - Must be in national circulation - Must have a daily publication including weekends - Must be in English language - Must have online edition - Must have released/ accommodated PhilHealth's press releases	1,427,258.00	1,427,258.00
			LESS: EWT 2% 25,486.75 GMP 5% 63,716.88		89,203.63
			P.R. No./ Requesting Unit: 21-0207 dtd. 12/28/21 CorCom		1,338,054.38
Total Amount in Words : One Million Three Hundred Thirty-Eight Thousand Fifty-Four Pesos and Thirty-Eight Centavos Only					

Terms & Conditions:

1. THE PHILIPPINE DAILY INQUIRER, 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 THE PHILIPPINE DAILY INQUIRER INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against THE PHILIPPINE DAILY INQUIRER, 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 service 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 service.
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.

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CONFORME:	Received copy of J.O.:
 MICHELLE A. GALANG Signature over Printed Name and Position of Authorized Representative	JUNE 30, 2022 Date

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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:

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 THE PHILIPPINE DAILY INQUIRER, 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.

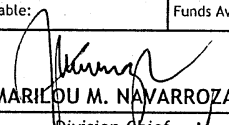


9. Attorney's Fees - In the event that PHIC is compelled to commerce arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen (15%), respectively, of the contract price 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.

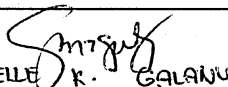
10. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing thereof by the Parties and THE PHILIPPINE DAILY INQUIRER, INC. shall commence performance of its obligations upon the issuance by PHIC of a Notice to Proceed.

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Very truly yours,


 JOSEPH O. VERGARA DPh.
 Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php1,427,258.00	APPROVED:
 MARILOU M. NAVARROZA Division Chief	 MARY ANN A. MALINIS Acting-Division Chief		 ATTY. DANTE A. GIERRAN, CPA President and Chief Executive Officer (CEO) HEAD OF THE AGENCY or Authorized Representative
Within the COB: <u>2022</u>			
Expense Code: <u>SD 2901001 / more</u>			
Budget: <u>1,427,258 / 866412</u>			
Remarks: <u>change to cm comm</u>			

CONFORME:	Received copy of J.O.:
 MDHELLE R. GALAN Signature over Printed Name and Position of Authorized Representative	<u>JUNE 30, 2022</u> Date