

**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 E.E.L. GARMENT MANUFACTURING CO.  
Address 177 IBA St. Salvacion 1, Quezon City  
Tel.Fax No. 0917-8079696; 8405-4684; 8983-1738 (eelgarments@gmail.com)  
Supplier Registered with: PhilGEP5 (Certificate Reference No. 2002089692112113175)

Job Order No.: JO-2022-013  
Date: June 1, 2022  
Terms of Payment: On Account  
Mode of Procurement: Small Value Procurement - Section 53.9

Gentlemen:

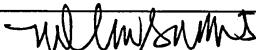
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

Please deliver to this office within 60 Calendar days upon receipt of the approved sample from End-user upon approval of the following

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	3,000	pcs	<p align="center"><b>PROCUREMENT OF PROMOTIONAL SHIRT 2021</b></p> <p><b>Technical Specifications:</b></p> <p><b>Description</b> Collared Shirt with cuff and 3 buttons XS, S, M, L, XL, 2XL, 3XL, 4XL and limited number of 5XL to 8XL <b>Size:</b> Consider men's and ladies' cut for the shirt sizes <i>List of Various sizes to be provided by the end-user</i></p> <p><b>Shirt Material:</b> 70% cotton, 30% polyester</p> <p><b>Color of Collared Shirt</b> Green collared shirt with a color combination of white, emerald green (R 1 G 153 B 52) and aqua blue (R 77 G 113 B 187)</p> <p><b>Size of Logo:</b></p> <p><b>PhilHealth Logo</b> 2.5 inches; Embroidered</p> <p><b>UHC Logo</b> 1.5 inches; Embroidered</p> <p><b>PhilHealth Website</b> (Upper back) : 20cm; Embroidered</p> <p><b>Konsulta Logo</b> (Back Portion): 30cm; Screen Printed</p> <p><b>Packaging</b> Individually wrapped in a plastic polybag</p> <p><b>Warranty:</b> 30 Calendar Days upon complete delivery</p> <p><b>Delivery Schedule:</b> The supplier must present sample materials to check the color and property/type of material to be used within seven (7) working days upon receipt of the Job Order or upon receipt of the final and approved layout/design from the end-user. The presented sample is subject to approval of the end-user prior to its production. Once color and material are approved, the supplier shall be given 10 calendar days, depending on the availability of the material, to present a mock sample of the shirt for the approval of the end-user. Supplier may present a maximum of 5 samples for approval. After non-approval of the fifth sample, Job Order may be subject to cancellation. Complete delivery must be done within 60 calendar days upon receipt of the approved sample from the end-user. The approved sample must be presented and/or returned upon delivery of the items for inspection purposes. Items must be delivered directly to the Inspection Committee. Non-compliance on the delivery schedules is subject to penalty computation based on the existing rules of the revised IRR of RA 9184.</p> <p align="right">LESS: EWT 2% 15,535.71 GMP 5% 38,839.29</p> <p><b>P.R. No./ Requesting Unit:</b> 21-0201 dtd. 12/27/21 CorMar</p> <p>Total Amount in Words : <b>Eight Hundred Fifteen Thousand Six Hundred Twenty Five Pesos Only</b></p>	290.00	870,000.00
					870,000.00
					54,375.00
					<b>815,625.00</b>

**Terms & Conditions:**

- E.E.L. GARMENT MANUFACTURING 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 E.E.L. GARMENT MANUFACTURING CO. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against E.E.L. GARMENT MANUFACTURING CO. for, in relation to the implementation of the Contract.
- The agency shall impose penalty in an amount equivalent to 10% of one (1%) percent of the total value of undelivered order for each day of the delay as liquidated damages.

CONFORME:	 <u>NOVA B. DELOS SANTOS</u> Signature over Printed Name and Position of Authorized Representative	Received copy of J.O.:	<u>06-14-2022</u> Date
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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. Suppliers 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/services.
  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.
- 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 E.E.L. GARMENT MANUFACTURING 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.
9. Attorney's Fees - In the event that PHIC is compelled to commence 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 E.E.L. GARMENT MANUFACTURING CO. shall commence performance of its obligations upon the issuance by PHIC of approved Job Order Contract.

06-129

Very truly yours,

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

Certified Budget Available:	Funds Available in the amount of:	Php870,000.00	APPROVED:
<p><i>Mariou M. Navarroza</i>                  MARILOU M. NAVARROZA                  Division Chief</p>		<p><i>Maria Aileen S. Magsino</i>                  MARIA AILEEN S. MAGSINO                  Fiscal Controller III</p>	<p><i>Lolita V. Tuliao</i>                  LOLITA V. TULIAO                  Senior Manager, PRID                  HEAD OF THE AGENCY                  or Authorized Representative</p>
Within the COB:	<p>2621 Cont. Appropriation - M006                  Expense Code: 5029901002 (M006)                  Budget: 840,000.00 -                  Remarks: changed to COR MAR</p>		

CONFORME:	Received copy of J.O.:
<p><i>Noval B. Delos Santos</i>                  NOVA B. DELOS SANTOS                  Signature over Printed Name and                  Position of Authorized Representative</p>	<p>06-14-2022                  Date</p>