

TeleFax: 8637-3158 637-4735

(Non-Inventoriable Items)

Tel.Fax No. (02) 8866-0917 / 0917-578-4391 (marcusphoenixmedia@gmail.com)

Terms of Payment: On Account


Small Value Procurement - Section
Mode of Procurement: 53.9

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

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	1	Lot	<p>Engagement of a Strategist/ Consultant for Corporate Marketing</p> <p><u>Terms of Reference (Attached as ANNEX "A")</u></p>	298,000.00	298,000.00
					298,000.00
			<p>LESS: EWT 2% 5,321.43</p> <p>GMP 5% 13,303.57</p>		18,625.00
			<p>P.R. No./ Requesting Unit:</p> <p>21-0202 dtd. 12/27/21 CorMar</p>		279,375.00
			Total Amount in Words : Two Hundred Seventy-Nine Thousand Three Hundred Seventy-Five Pesos Only		

07-239

CONFORME:	Received copy of J.O.:
 _____ Signature over Printed Name and Position of Authorized Representative	<u>19 July 2022</u> _____ Date

1. MARCUS PHOENIX MEDIA PRODUCTION CORP. 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 MARCUS PHOENIX MEDIA PRODUCTION CORP. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against MARCUS PHOENIX MEDIA PRODUCTION CORP. 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 goods/services 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. If applicable, 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. If applicable, Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
6. If applicable, defective, incompatible or non-compliant goods as to specification when quoted shall be rejected.

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 **MARCUS PHOENIX MEDIA PRODUCTION CORP.**
Address **B1 L25 Tagaytay Farm Hills, Ulat, Silang Cavite**
Tel.Fax No. **(02) 8866-0917 / 0917-578-4391 (marcusphoenixmedia@gmail.com)**

Job Order No.: **JO-2022-026**
Date: **July 14, 2022**
Terms of Payment: **On Account**
Small Value Procurement - Section **53.9**

Supplier Registered with: **PhilGEPS Certificate Reference No. 201306737381079418206**

Mode of Procurement:

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:

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.

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 MARCUS PHOENIX MEDIA PRODUCTION CORP. 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 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.

11. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing hereof by the Parties and MARCUS PHOENIX MEDIA PRODUCTION CORP. shall commence performance of its obligations upon the acceptance of PHIC Job Order.

07-239

Very truly yours,

JOSEPH C. VERGARA DPh.
Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php 298,000.00	APPROVED:
EDITHA O. RAMASTA Fiscal Controller IV	ROMMEL C. REYES Fiscal Controller III	LOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative	
Within the COB: 2021 - Cont. Appropriation			
Expense Code: 5020402001 (Contract services)			
Budget: \$ 298,000 -			
Remarks: changed to COR MARK			

CONFORME:

Vital C. Catrore
Signature over Printed Name and
Position of Authorized Representative

Received copy of J.O.:

19 JULY 2022
Date



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
 Citystate Centre, 709 Shaw Boulevard, Pasig City
 Call Center: (02) 8441-7442 | Trunkline: (02) 8441-7444
www.philhealth.gov.ph



TERMS OF REFERENCE
Engagement of Strategist/Consultant for Corporate Marketing

Rationale	<p>Per Corporate Order No. 2021-0010 entitled "Enhanced Functions of the Corporate Marketing Department (Revision 1)", the general function of the Corporate Marketing Department (CorMar) is to develop programs, plans, policies/standards, guidelines and procedures related to marketing and branding to influence stakeholders' positive attitudes and behaviors towards products and services of the National Health Insurance Program (NHIP).</p> <p>With this crucial function and with the implementation of the Universal Health Care (UHC) Law, it is imperative that the CorMar is able to competently support the Corporation in achieving its goals by establishing relevant and effective marketing strategies.</p> <p>In line with this and as stated in Corporate Order No. 2021-0029 on the "Social Marketing and Communication Plan (SMCP) 2021-2023" under Strategy 7 on "Developing/Enhancing Relevant Policies on Marketing and Communications", the CorMar shall hire a Marketing Strategist who can guide and direct the Department and the whole Corporation in the development of initiatives that will ensure the achievement of its objectives.</p>
Objectives	<p>This project aims to achieve the following:</p> <ol style="list-style-type: none"> (1) Have an expert guide the CorMar and all concerned offices in fulfilling their deliverables as stated in Corporate Order No. 2021-0029 entitled "Social Marketing and Communication Plan (SMCP) 2021-2023"; (2) Enable the CorMar to be guided in executing its functions per Corporate Order No. 2021-0010 entitled "Enhanced Functions of the Corporate Marketing Department (Revision 1)"; (3) Help direct the Corporation towards achieving UHC goals through effective marketing and communication strategies that will be provided by the expert; and (4) Obtain expert recommendations and advice on the development, implementation and monitoring of marketing policies and other marketing campaigns/initiatives especially on the PhilHealth Konsulta Benefit Package.
Qualification Standards	<ol style="list-style-type: none"> 1. The Strategist/Consultant must have at least five (5) years of professional experience in any of the following fields of practice in the Philippines, public and media relations, marketing communications, communication education and risk communication; 2. Must have handled corporate or individual clients in the field of strategic communication, stakeholder engagement and mobilization and leadership and management of change; 3. Must have produced similar deliverables from other notable corporate clients, preferably in government; 4. Must be a registered PhilHealth member, with updated premium contributions within six (6) months prior to the date of issuance of Notice of Award; and





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UNIVERSAL HEALTH CARE
KALUSUGAN AT PAINDIA PAPA SA LAHAT

	5. Must be registered with the Philippine Government Electronic Procurement System (PhilGEPS).
Deliverables	<p>The scope of the deliverables are as follows:</p> <ol style="list-style-type: none">1. Provide communication and counseling services in support of the deliverables of the Corporate Marketing Department;2. Provide guidance in the implementation and possible enhancement of strategies and activities as contained in PhilHealth's Social Marketing and Communication Plan (SMCP) 2021-2023 and in light of the "new normal";3. Provide guidance in the development of product and service branding and key messages to make benefits/products and services stick to the minds of members, promoting brand recognition and familiarity;4. Provide guidance to the CorMar in developing strategic social marketing plans and campaigns as may be necessary;5. Provide guidance and recommendations in the development/enhancement of relevant marketing policies;6. Provide guidance to the CorMar in conducting market surveys/researches needed to intensify information dissemination to the public and our stakeholders;7. Provide guidance and assistance in doing policy marketing that entails development of campaigns/key messages to convince specific sectors of society to support new or existing policies of the Corporation;8. Guide the CorMar in preparations/efforts for re-branding or strengthening the PhilHealth brand;9. Provide marketing risk advices;10. Provide advice and recommendations on the design and execution plan for corporate events and other platforms of engagement with stakeholders for building the corporate image11. Guide and assist the CorMar in enhancing its monitoring tool and assessment reports to gauge the effectiveness of its marketing initiatives.12. Provide online and phone availability for advice and counsel as the need arises.
Remuneration	PHP 80,000.00 per month, net of value added tax.
Contact Duration	Four (4) months from date of signing of the Job Order by the Strategist/Consultant.
Reporting Arrangements	The Strategist/Consultant shall directly report to the Senior Manager of the PhilHealth Corporate Marketing Department.
Collaboration	To facilitate crafting/enhancement of the needed marketing strategies/campaigns, the Strategist/Consultant may collaborate with the Vice President of the Corporate Affairs Group for the entire duration of this engagement.
Budget Source	2021 COB of the Corporate Marketing Department under Contract Services Expenses subject to the usual accounting and auditing rules and regulations.





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KALUSUGAN AT PASTORAL PATA SA LAMAT

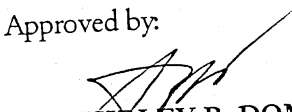
Non-Disclosure Agreement	Upon engagement with PhilHealth, the Strategist / Consultant shall sign a Non-Disclosure, Non-Circumvention and Non-Competition Agreement in compliance with information security policies of PhilHealth.
Payment Requirements	<p>Payment every fifth (5th) day of the current month.</p> <p>To facilitate payment for services rendered, the Strategist / Consultant shall submit the following documents to the Office of the Senior Manager, Corporate Marketing Department at the end of each month:</p> <ol style="list-style-type: none">1. Statement of Account;2. Accomplishment Report in relation to deliverables that need to be fulfilled;3. The SM for CorMar shall issue a Certification of Services Rendered by the Consultant as payment support document.
Risk Assessment	<p>The following risks have been identified for this project:</p> <ol style="list-style-type: none">1. The Strategist/Consultant will not be able to finish the contract for reasons beyond PhilHealth's control Risk Response:<ol style="list-style-type: none">a. The engagement of services of the Strategist/Consultant shall be covered by a formal contract where the specific sanctions or legal remedies to this situation should be indicated;b. PhilHealth shall only pay the Strategist/Consultant for services actually rendered2. PhilHealth decided to pre-terminate the contract of engagement with the Strategist/Consultant Risk Response:<ol style="list-style-type: none">a. The formal contract between PhilHealth and the Strategist/Consultant shall have specific provisions on pre-termination of contract and/or servicesb. PhilHealth shall notify the Strategist/Consultant formally through a written communication about the pre-termination of contractc. PhilHealth shall pay the Strategist/Consultant only for services rendered prior to pre-termination of contract

Submitted by:



NADINE B. NAVARRO
Acting Senior Manager
Corporate Marketing Department

Approved by:



DR. SHIRLEY B. DOMINGO
Vice President
Corporate Affairs Group

