

**Philippine Health Insurance Corporation**  
 REPUBLIC OF THE PHILIPPINES  
 709 CityState Center Bldg.  
 Shaw Blvd. Brgy. Oranbo, Pasig City  
 TeleFax: 8637-3158 637-4735

"ANNEX A"

**JOB ORDER**  
(Non-Inventoriable Items)

Supplier Y HOTELS AND RESORTS GROUP, INC.  
 Address 27F Citibank Tower, 8747 Paseo de Roxas, Makati City  
 Tel.Fax No. 0975-998-9170 8838-1625 ; anna.janeo@ygroup.ph

Job Order No.: JO-2022-036  
 Date: July 29, 2022  
 Terms of Payment: On Account

Supplier Registered with: PhilGeps Reference No. 2022052982871517193053

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:

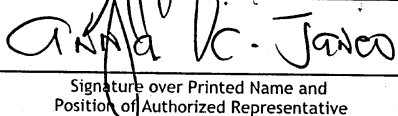
Please deliver to this office within As per Schedule upon approval of the following

NO.	QTY	UNIT	SERVICE DETAILS	UNIT PRICE	TOTAL AMOUNT
1	198	Pack	<b>PROCUREMENT OF MEALS FOR THE TRAINING ON COMPLETED STAFF WORK</b> For 33 attendees per day for 3 days for 2 batches  <i>Technical Specifications for Meal Provider (Attached as ANNEX "A")</i>	395.00	78,210.00
					78,210.00
			LESS: EWT 2% 1,396.61		
			GMP 5% 3,491.52		4,888.13
					<b>73,321.87</b>
			<b>P.R. No./ Requesting Unit:</b> 22-0144 dtd. 07/13/22 HRD-HRPSD		
Total Amount in Words : <b>Seventy Three Thousand Three Hundred Twenty One Pesos and Eighty Seven Centavos Only</b>					

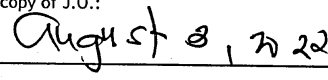
**Terms & Conditions:**

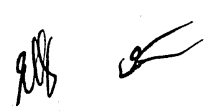
- Y HOTELS AND RESORTS GROUP, INC. holds PHIC free and harmless from any claims, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of Y HOTELS AND RESORTS GROUP, INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against Y HOTELS AND RESORTS GROUP, INC. for, in relation to the implementation of the Contract.
- 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.
- 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.
- 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.
- If applicable, delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
- If applicable, defective, incompatible or non-compliant goods as to specification when quoted shall be rejected.

CONFORME:

  
 Signature over Printed Name and  
 Position of Authorized Representative

Received copy of J.O.:

  
 Date



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**J O B O R D E R**  
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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 Y HOTELS AND RESORTS GROUP, 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 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 Y HOTELS AND RESORTS GROUP, INC. shall commence performance of its obligations upon the acceptance of PHIC Job Order.

08-031122

Very truly yours,

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

Certified Budget Available:		Funds Available in the amount of:	Php78,210.00	APPROVED:
<i>Corazon M. Tabulao</i> CORAZON M. TABULAO Fiscal Controller III		<i>Rommel C. Reyes</i> ROMMEL C. REYES Fiscal Controller III		
Within the COB:	092022			
Expense Code:	620201001 610118			
Budget:	P78,216.-			
Remarks:	Chargeable to HRD-PMO per addendum CPJF 2022-0683 ABC# 2022-00-071 8/1/22			
CONFORME:		<i>Anna Janeo</i> Signature over Printed Name and Position of Authorized Representative		Received copy of J.O.: <i>August 3, 2022</i> Date