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 A	ND RESORTS GROUP, INC.	Job Order No.:	JO-2022-038
Address	27F Citibank To	ower, 8747 Paseo de Roxas, Makati City	Date:	August 3, 2022
Tel.Fax No.	0975-998-9170	8838-1625; anna.janeo@ygroup.ph	Terms of Payment:	On Account
Supplier Regist	ered with:	PhilGeps Reference No. 2022052982871517193053	Mode of Procurement:	Small Value Procurement - Section 53.9
Gentlemen: Please d	eliver the follow	ing article(s), product(s), supplies, or materials listed below,	subject to the terms and condit	tions 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	99	Pack	Procurement of Meals for the Training on Advanced Coaching Skills for 33		
			Attendees per day for 3 Days		
			Schedule of Conduct	395.00	39,105.00
			Batch 1: October 11-13, 2022		
2	99	Pack	Procurement of Meals for the Training on Basic Coaching Skills for 33 Attendees per day for 3 Days		
			Schedule of Conduct	395.00	39,105.00
	ĺ		Batch 1: September 27-29, 2022		
	[
3	198	Pack	Procurement of Meals for the Training on Verbal/Oral Communication Skills for		
			Speakers and Presenters for 33 Attendees per day for 3 days for 2 Batches		
			Schedule of Conduct	395.00	78,210.00
			Batch 1 : 4th week of August		
			Batch 2: 1st week of September		
		:			
			Technical Specifications for Meal Provider (Attached as ANNEX "A")		
			Toolinibal operations for modify reading do not the		
					156,420.00
					i, i
			LESS: EWT 2% 2,793.21		
			GMP 5% 6,983.04	# 1	9,776.25
					146,643.75
			P.R. No./ Requesting Unit:		
			22-0151 dtd. 07/22/22 HRD-HRPSD	· .	
			22-0153 dtd. 07/22/22 HRD-HRPSD		
			22-0161 dtd. 07/25/22 HRD-HRPSD	. [
				· [
			Total Amount in Words: One Hundred Forty-Six Thousand Six Hundred Forty-Three Pesos and Sever	nty Five Centavos Or	nly

Terms & Conditions

- 1. 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.
- 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 nvoice shall be required for one-time complete delivery of the goods.

If applicable, defective, incompatible or	· 1/9	H	dompliant goods as	S	to specification	shall be	rejected
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NFORME:	W. C.	Received copy of J.O.:
	GAMA C. JANES	ang. 10, 2022
	Signature over Printed Name and Position of Authorized Representative	Date

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 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 Ord		JO-2022-038	
		Date:	: August 3, 2022		
		ygroup.ph	Terms of Payment:	On Account	
Supplier Regis	tered with:	PhilGeps Reference No. 202205	2982871517193053	Mode of Procurement:	Small Value Procurement - Section 53.9
Gentlemen: Please	deliver the fo	ollowing article(s), product(s), su	pplies, or materials listed below,	subject to the terms and condi	tions contained herein:
Please d	eliver to this	office within	As per Schedule	upon appr	oval 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 Contact 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.

its obligations upon the acceptance of PHIC Job Order.	
0 8 = 1 2 7 1 1 1 Very tr	JOSEPH O. VERGARA DPh. Head, SBAC & Procurement
CORAZON M. TABULAO Fiscal Controller III Within the COB: Expense Code: Budget: Remarks: CORAZON M. TABULAO Fiscal Controller III Fiscal Controller III	APPROVED: COLITA V. TULIAO
CONFORME: Signatule over Printed Name and Position of Authorized Representative	Received copy of J.O.: O 1 2022 Date