

**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 BEVERICK CATERING SERVICES  
Address 152 Valero St. Makati / Blk 16, Lot 6, Bristle Cone St., Greenwoods, Taytay Rizal  
Tel.Fax No. 0939-840-7747; casavalerosbistro@gmail.com

Job Order No.: JO-2022-040  
Date: August 9, 2022  
Terms of Payment: On Account

Supplier Registered with: PhilGeps Reference No. 2015091479121969518749

Mode of Procurement: Small Value Procurement - Section 53.9

Gentlemen:

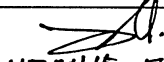
Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

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 Microsoft Office Excel for 33 attendees per day for Three (3) days for Two (2) Batches</b> Schedule of Conduct: Batch 1: August 16 - 18, 2022 Batch 2: August 23 - 25, 2022	420.00	83,160.00
2	132	Pack	<b>Procurement of Meals for the Training on Interpersonal and Client Effectiveness for 33 attendees per day for Two (2) days for Two (2) Batches</b> Schedule of Conduct: Batch 1: October 4 - 5, 2022 Batch 2: October 6 - 7, 2022	420.00	55,440.00
3	99	Pack	<b>Procurement of Meals for the Training on Change Management and Communication Strategy for 33 attendees per day for Three (3) days for One (1) Batch</b> Schedule of Conduct: Batch 1: September 20 - 22, 2022 Batch 2: October 18 - 20, 2022  <i>Technical Specifications for Meal Provider (Attached as ANNEX "A")</i>	420.00	41,580.00
					<b>180,180.00</b>
				LESS: EWT 2%	3,217.50
				GMP 5%	8,043.75
<b>P.R. No./ Requesting Unit:</b>					11,261.25
22-0163 dtd. 07/25/22 HRD-HRPSD					<b>168,918.75</b>
22-0164 dtd. 07/25/22 HRD-HRPSD					
22-0166 dtd. 07/26/22 HRD-HRPSD					
Total Amount in Words : <b>One Hundred Sixty Eight Thousand Nine Hundred Eighteen Pesos and Seventy Five Centavos Only</b>					

**Terms & Conditions:**

- BEVERICK CATERING SERVICES 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 BEVERICK CATERING SERVICES or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against BEVERICK CATERING SERVICES 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.
- 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.
- 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.
- 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.

CONFORME:   <u>MELANIE ESTRADA</u> Signature over Printed Name and Position of Authorized Representative	Received copy of J.O.:  <u>07/15/22</u> Date
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Gentlemen:  
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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 BEVERICK CATERING SERVICES 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 BEVERICK CATERING SERVICES shall commence performance of its obligations upon the acceptance of PHIC Job Order.

Very truly yours,

*Joseph G. Vergara*  
 JOSEPH G. VERGARA DPH.  
 Head, SBAC & Procurement

08-233

Certified Budget Available:	Funds Available in the amount of:	Php180,180.00	APPROVED:  <i>Lolita V. Tuliao</i> LOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
<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: <u>07/20/22</u>	Expense Code: <u>420201021 ST06#8</u>	Budget: <u>₱180,180.-</u>	
Remarks: <u>Chargeable to HRD-PMU</u> <u>net CPD# 2022-0722, 2022-0707 &amp; 2022-0749</u> <u>ABC# 2022-07-0912, 2022-07-0910 &amp; 2022-07-0911 / 8/11/2022</u>			
CONFORME:	<i>Melanie Estrada</i> MELANIE ESTRADA Signature over Printed Name and Position of Authorized Representative		Received copy of J.O.:  <u>08/15/22</u> Date