

Page 1 of 2 pages

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

JOB ORDER
(Non-Inventoriable Items)

Supplier LIL'S CAFÉ
Address B78 L41 Bighani Street, Lagro Subd., Quezon City
Tel.Fax No. 0917-307-0983 / bob.labayne@gmail.com

Job Order No.: JO-2024-051
Date: August 6, 2024

Terms of Payment: On Account

Supplier Registered with: PhilGEPS Organization No. 397440

Small Value Procurement - Section 53.9
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:

9. Mandatory submission of current Tax Clearance in compliance to Executive Order (E.O.) No. 398.
10. 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 R.A. 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 LIL'S CAFÉ 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.
11. 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.
12. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing hereof by the Parties and LIL'S CAFÉ shall commence performance of its obligations upon the acceptance of PHIC Job Order.

08 - 23985

Very truly yours,

JOSEPH O. VERGARA DPh.
Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Rhp97,920.00
<u>MARY JEAN A. OBIN</u> Fiscal Controller III	<u>ROMMEL C. REYES</u> Fiscal Controller III	APPROVED:
Within the COB: <u>08/2024</u>		<u>ATTY. FRANCIS JAY E. REMIGIO</u> Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative
Expense Code: <u>5020201001/ST06/17</u>		
Budget: <u>447,920.-</u>		
Remarks: <u>Chargable to HRD</u> <u>Det 1007/30241-10041</u> <u>ABCS# 3024-03-79 JK 8/7/24</u>		
CONFORME:		Received copy of J.O.:
<u>Michael Volle</u> Signature over Printed Name and Position of Authorized Representative		<u>8/08/24</u> Date

Manuel A. Labayne II

8/8/24