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PMR 10/21

Philippine Health Insurance Corporation  
REPUBLIC OF THE PHILIPPINES  
709 Citystate Centre  
Shaw Blvd. Brgy. Oranbo, Pasig City  
TeleFax: 8637-3158 , 8637-4735  
**JOB ORDER**  
(Non-Inventoriable Items)

Supplier : TOKEN AVENUE TRADING  
Address : 1041 Manila East Rd., Calumpang Binangonan Rizal  
Contact Info : 02-8533-9074/ 0999-572-1080/ 0930-756-7434/ 0905-112-5623/ tokenavenue@gmail.com

Job Order No.: JO-2024-102  
Date: October 17, 2024  
Terms of Payment: On Account  
Mode of Procurement: Small Value Procurement - Section 53.9

Supplier Registered with: PhilGEPS Organization No.: 32715

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
Digital Poster Making Contest					
1	3	pcs	Procurement of Medals	200.00	600.00
2	1	pc	Custom Mould	6,488.00	6,488.00
3	1	pc	Procurement of Plaques : 10" x 7"	2,488.00	2,488.00
4	1	pc	Procurement of Plaques : 8.4" x 6"	2,188.00	2,188.00
5	1	pc	Procurement of Plaques : 7" x 5"	2,088.00	2,088.00
Note: Technical Specifications is attached as Annex "C" in the RFQ form					
6	35	pcs	Procurement of Customized Plaques Height : 12 inches (approx.) Width : 8 inches (approx.)  Note: Technical Specifications is attached as Annex "D" in the RFQ form	2,988.00	104,580.00
					118,432.00
			LESS: EWT 2% 2,114.86		
			GMP 5% 5,287.14	7,402.00	
					111,030.00
			P.R. No./ Requesting Unit: RFQ No. 2024-165		
			PR 24-0375-SVP (CAG), PR 24-0420-SVP (OCCO- PMT-PC)		
Total Amount in Words : One Hundred Eleven Thousand Thirty Pesos Only					

- Terms & Conditions:**
- TOKEN AVENUE TRADING 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 TOKEN AVENUE TRADING or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against TOKEN AVENUE TRADING 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 proponent/supplier 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 a.m. to 11:30 a.m. and 1:30 p.m. to 3:00 p.m. during Mon/Wed/Fri (MWF). All item(s) delivered shall be accepted by the PSMD at 7th Floor, Room 708 Citystate Centre, 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.

10-25836

CONFORME:	<u>Victor Reyes</u>	Received copy of J.O.:	<u>Oct 18 1 2024</u>
	Signature over Printed Name and Position of Authorized Representative		Date

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Small Value Procurement - Section  
53.9

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Mode of Procurement: \_\_\_\_\_

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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. Payment shall be processed upon submission of original Statement of Account to PHILHEALTH.
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 TOKEN AVENUE TRADING 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 percent (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 shall commence performance of its obligations upon the acceptance of PHIC Job Order.

10 - 25836

Very truly yours,

JOSEPH O. VERGARA, DPh.  
Head, SBAC & Procurement

Certified Budget Available:	Funds Available in the amount of:	Php118,432.00	APPROVED:
<u>MARY JEAN A. OBIN</u> Fiscal Controller III	<u>SHERYL JEAN A. AGUILAR</u> Fiscal Controller III	<u>ROMMEL C. REYES</u> Fiscal Controller III	<u>ATTY. FRANCIS JAY E. REMIGIO</u> Senior Manager, PRD HEAD OF THE AGENCY or Authorized Representative
Within the COB: <u>CY 2024</u>			
Expense Code: <u>5029901002</u>			
Budget: <u>₱118,432 Chargeable to:</u>			
Remarks: <u>GUP-CAG ₱13,852</u>			
<u>0000 - Phil PC ₱104,580</u>			
CONFORME:	Received copy of J.O.:		
<u>VICTOR P. PANGOL</u> Signature over Printed Name and Position of Authorized Representative	<u>Oct 18, 2024</u> Date		