

**CONTRACT AGREEMENT**

Lease of Venue for the Conduct of Field Operation's Division Forum 2022

The **PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE IVA**, a government owned and controlled corporation duly organizes and existing by virtue of Republic Act No. 7875, as amended, with Regional Office at Lucena Grand Central Terminal, Brgy. Ilayang Dupay Lucena City, represented herein by its Regional Vice President **DANILO M. REYNES, MD, MPA**, who is authorized for this purpose through Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA), a copy of which is attached as **Annex "A"**, hereinafter referred to as the **"FIRST PARTY"**

-and-

**HOTEL KIMBERLY, INC.**, a corporation registered with Security and Exchange Commission and existing under the laws of the Republic of the Philippines with business address at Amadeo Road, Kaybagal North, Tagaytay City represented herein by its Senior Sales Account Manager, **GERALD B. CRUZAT**, hereinafter referred to as the **"SECOND PARTY"**

The **FIRST PARTY** and **SECOND PARTY** shall be individually referred to as "Party" and collectively referred to as "Parties"

**WITNESSETH**

That the **FIRST PARTY** and **SECOND PARTY** in consideration of the mutual covenants and agreement made herein, by one to the other, by these presents enter into a Contract Agreement whereby the **FIRST PARTY** secure the services of the **SECOND PARTY** wherein the latter will undertake to perform such services on the following terms and conditions:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Technical Specifications referred to.
2. The Supplier's Bid or filled-out Request for Quotation shall form and be read and construed as part of this Agreement and attached hereto as Annex "B" and hereby agrees to deliver:

Date of Event	November 28-29, 2022
Lease of Venue and Meals for 46 pax	<b>Venue Specification:</b> <ul style="list-style-type: none"> <li>- Within Cavite Province</li> <li>- Fully air-conditioned conference room that can accommodate 46 pax</li> <li>- Set-up of tables and chairs</li> <li>- 1 Registration area</li> <li>- with sound system including at least 2 microphones and jack (for laptop) for audio/ video presentation</li> <li>- with projector and screen</li> <li>- Complimentary Wi-Fi</li> <li>- Free-flowing coffee and water</li> <li>- No service charge for plug-ins (laptop)</li> </ul> <b>Room Accommodations:</b> Can accommodate 46 pax <b>Meals:</b> <b>Day 1-</b> AM Snack - (pasta, bread and 240 ml drinks) - Lunch - (soup, 3 viands, dessert, rice and 240 ml drinks) - PM Snack - (burger & fries and 240 ml drinks) - Dinner- (soup, 3 viands, dessert, rice and 240 ml drinks), <b>Day 2:</b> Breakfast : (rice , 2 viands, and 240 ml drinks) -Other amenities / services that can be offered by the venue provider.
Total Contract Price	Php 139,320.00

**GERALD B. CRUZAT**  
Sr Sales Account Manager, Hotel Kimberly, Inc

**DANILO M. REYNES, MD, MPA**  
Regional Vice President

PRO IV-A, Represented by:

**ERLYN V. ROJAS**  
Division Chief, MSD

**Witness, Hotel Kimberly, Inc**

**ERLYN V. ROJAS**  
Witness

3. In consideration of the payments to be made by the **FIRST PARTY** to the **SECOND PARTY** as hereinafter mentioned, the **SECOND PARTY** hereby covenants with the **FIRST PARTY** to provide the meals and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The **FIRST PARTY** hereby covenants to pay the **SECOND PARTY** in consideration of the provision of the goods and services and the remedying of defects therein the Contract Price in the manner prescribed by the contract.

5. The contract price covers the costs of all Deliverables Items and Services and includes all applicable taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance, cost of importation, transportation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.

6. The **FIRST PARTY** hereby covenants to serve in favor of the **FIRST PARTY** the Lease of Venue for the Conduct of Field Operation's Division Forum 2022, in accordance with the technical specifications as stated in Annex "C" of this contract.

7. This contract agreement shall be payable in the total amount of **One hundred Thirty-nine Thousand Three Hundred Twenty Pesos (Php 139,320.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** within 15 days through check upon submission of the **SECOND PARTY** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the **FIRST PARTY** as condition for payment, provided that the same has been verified to be correct by the **FIRST PARTY**. Contract duration starts from receipt of Contract by the **SECOND PARTY** and ends by December 15, 2022.

8. Both **PARTIES** hereby warrant that they have the authority and capacity to enter and sign in this contract.

9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184, shall form as integral parts of this contract between the **PARTIES** hereto.

10. Any dispute, claim, or controversy that may arise from or in relation to this Contract, involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.

In case of failure to settle amicably the dispute upon the lapse of thirty (30) days from either party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon the lapse of such extended period as the parties may agree in writing) shall be submitted to arbitration in accordance with Republic Act 9285 (Alternative Dispute Resolution Act of 2004).


Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the proper courts in Lucena City to the exclusion of other courts of equal jurisdiction.

11. The **PARTIES** hereby certify that they have read or caused to be read to them each and every provision of this Contract and that they have fully understood the same.


  
GERALD B. CRUZAT  
Sr Sales Account Manager, Hotel Kimberly, Inc

  
DANILO M. REYNES, MD, MPA  
Regional Vice President

PRO IV-A, Represented by:

  
Recommended by: BENJIE A. CUVINAR  
Division Chief, NSID

  
Witness, Hotel Kimberly, Inc


  
ERLYN V. ROJAS  
Witness

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ City.

PHILIPPINE HEALTH  
INSURANCE CORPORATION

HOTEL KIMBERLY, INC

Recommended by:

  
BENJIE A. CUVINAR  
Division Chief, MSD  
PRO IVA


Approved by:


  
DANILO M. REYNES, MD, MPA  
FIRST PARTY  
RVP, PRO IVA

by:

  
GERALD B. CRUZAT  
SECOND PARTY  
Senior Sales Account Manager

SIGNED IN THE PRESENCE OF:

  
ERLYN V. ROJAS  
Witness

  
Witness  
Hotel Kimberly, Inc



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally  
appeared the following persons exhibiting to me their respective Government-issued IDs, to  
wit:

Identification Card and No.      Date/Place of Issue

DANILO M. REYNES, MD, MPA PRO # 0065489      Lucena City  
Philippine Health Insurance Corporation

GERALD CRUZAT Div. Lic. # D14-11-000187      Mamla  
Hotel Kimberly, Inc

Known to me to be the same persons who executed the foregoing Agreement  
consisting of \_\_\_\_ (\_\_\_\_) pages, including the annexes and this page on which the  
acknowledgment is written and they acknowledged that the same is their free act and deed  
and that of the corporations being represented.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first  
above written.

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2022.