

CONTRACT AGREEMENT

Lease of Venue for the Conduct of SHInES to Local Chief Executives of Laguna Province

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-

PALMERAS GARDEN RESTAURANT, a sole proprietor registered with Department of Trade and Industry and existing under the laws of the Republic of the Philippines with business address at Maharlika Highway Brgy. San Rafael, San Pablo City, Laguna represented herein by its Event Organizer, **Anton A. Gamilla** 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 this Contract Agreement is procured under Annex H of the 2016 Revised Implementing Rules and Regulations of 9184 and that the **SECOND PARTY** submitted the lowest complying bid.

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 15, 2022
Lease of Venue and Meals for 100 pax @ P 800.00	Venue Specifications: Use of Function Room that can accommodate 100 pax (participants/meals) Services: Wi-Fi access, complete, functional sound system with 2 working microphones, use of LCD projector, white screen, with tables and chairs available, with free flowing coffee Meals: AM snacks (pasta, bread, fruit juice) Lunch (rice, soup, viand (minimum 2; chicken and beef), dessert and drinks PM snacks (noodles, bread, fruit juice)
Total Contract Price	Php 80,000.00

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.

[Signature]
Event Organizer, Anton A. Gamilla

[Signature]
PRO IV-A, Represented by: **DANILO M. REYNES, MD, MPA**
Regional Vice President

[Signature]
Recommended by: **BENJIE A. CUVINAR**
Division Chief, MSD

[Signature]
ARON R. RIANO
Witness

[Signature]
Witness (Palmeras Garden Restaurant)

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 **SECOND PARTY** hereby covenants to deliver in favor of the **FIRST PARTY** the Lease of Venue for Conduct of SHInES to Local Chief Executives of Laguna Province and the services related hereto at Local Health Insurance Office – San Pablo City with address at Cosico Avenue Brgy. Del Remedio, San Pablo City, Laguna, 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 **Eighty Thousand Pesos (Php 80,000.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** on December 15, 2022 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 November 15, 2022. The **SECOND PARTY** hereby covenants that they shall pay the taxes in full and on time and that failure to do so will entitle the government to suspend payment for any services delivered by it.
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.

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this 10th day of November, 2022 at Lucena City.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

PALMERAS GARDEN RESTAURANT

Recommended by:


BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA


Event Organizer, Anton A. Gamilla


PRO IV-A, Represented by: **DANILO M. REYNES, MD, MPA**
Regional Vice President


ARON R. RIANO
Witness

Witness (Palmeras Garden Restaurant)

CONTRACT NO. 2022-07-076

Approved by:



DANILO M. REYNES, MD, MPA
FIRST PARTY
Regional Vice President, PRO IVA

by:


ANTON A. GAMILLA
SECOND PARTY
Event Organizer

SIGNED IN THE PRESENCE OF:


ARON R. RIANO
Witness


Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, this _____ day of NOV 14 2022, 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 col - 87-022699
Philippine Health Insurance Corporation

Angeles City

ANTON A. GAMILLA
Palmeras Garden Restaurant

Driver Lic. # D14-96-074883

Nov 10, 2022

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. 12;
Page No. 11;
Book No. XXI;
Series of 2022.


ATTY. RICHARD P. TOLCIDAS
Notary Public
Commission No. 2021-20
Until December 31, 2022
Roll No. 69486
IBP No. 152423/09-21-2021/Manila
PTR No. 1155465/09-29-2021/Quezon
MCLE No. VII-0013616; valid until 4-14-2025
TIN NO. 923-439-348