CONTRACT AGREEMENT

Lease of Venue for the Conduct of SHInES to of Local Chief Executive (LCE) of Quezon, 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 Acting 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-

ST. JUDE MULTI-PURPOSE COOPERATIVE, a corporation registered with Security and Exchange Commission and existing under the laws of the Republic of the Philippines with business address at Diversion Road, Brgy. Isabang, Tayabas City, Quezon represented herein by its General Manager, MELANIE P. FONTARUM, 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 23, 2022			
Lease of Venue and Meals	Venue Specification:			
for 133 pax @ P 600.00	Use of Air-conditioned venue that can accommodate 133 pax; with WIFI access;			
	No service charge for plug ins (use of LCD projector & white screen);			
	Complete, functional sound system with 2 working microphones.			
	Free flowing coffee and water			
	Meals: AM Snack (noodle or pasta with bread and 250ml drinks)			
	Lunch (3 viands, rice and dessert)			
	PM Snack (Sandwich or clubhouse with fries and 250ml drinks)			
TOTAL CONTRACT PRICE	PhP 79,800.00			

Witness, SECONN PARTY

- 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 deliver in favor of the **FIRST PARTY** the Lease of Venue for the conduct of SHInES to Local Chief Executive (LCE) of Quezon, Province and the services related hereto at Local Health Insurance Office Lucena with address at LGCTI, Brgy. Ilayang Dupay, Lucena City, 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 Seventy Nine Thousand Eight Hundred Pesos (Php 79,800.00). The FIRST PARTY shall pay the SECOND PARTY on or before November 30, 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 23, 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.



ARON R. RIANO

CONTRACT NO. 2022-03-039

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this 16th day of November, 2022 at Word City.

PHILIPPINE HEALTH
INSURANCE CORPORATION

ST. JUDE MULTI-PURPOSE COOPERATIVE

Recommended by:

BENJIE A. CUVINAR Division Chief, MSD PRO IVA

Approved by:

DANILO M. REYNES, MD, MPA

FIRST PARTY RVP, PRO IVA by:

MELANIE P. FONTARUM

SECOND PARTY
General Manager

SIGNED IN THE PRESENCE OF:

ARON R. RIANO

Witness

Witness (St. Jude Wulti-Purpose Cooperative)

ACKNOWLEDGMENT

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

BEFORE ME, t	his da	$_{\rm ay~of}$ NOV 182	2022, personall
appeared the following per	sons exhibiting	to me their respective	Government-issued IDs, to
wit:	C	1	
	Identifica	tion Card and No.	Date/Place of Issue
DANILO M. REYNES,	,	RC# 0065439	Lucena City
Philippine Health Insurance	e Corporation		
MELANIE P. FONTAR	2UM 288	# 040599738	unceno aty
St. Jude Multi-Purpose Coo		H 0-102-11705	DAICONO OLLA
June 1.2012 2 02poor oo	operation.		
Known to me to	be the same p	persons who executed	d the foregoing Agreemen
			nd this page on which the
			ne is their free act and deed
and that of the corporation	is being represen	ited.	
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	AND AND NO	OTARIAL SEAL on	the date and place first
above written.			- 1
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