

**CONTRACT AGREEMENT FOR LEASE OF VENUE
FOR THE CONDUCT OF PRO IV A EMPLOYEES DAY**

The **PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE IVA**, a government owned and controlled corporation duly organized 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 as the **“FIRST PARTY”**

-and-

DALAMPASIGAN BEACH RESORT CORP., a corporation duly registered with Security and Exchange Commission and existing under the laws of the Republic of the Philippines with business address at Guisguis Talon, Sariaya Quezon represented herein by its General Manager, **OFELIA M. HAAG**, hereinafter referred 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 Conditions of Contract 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	March 17, 2023
Meals	- AM Snack - Hamburger and Bottled Water/Juice - Lunch - minimum of 2 viands, plain rice, vegetable and dessert with bottled water/juice - PM Snack - Club House and bottled Water/Juice
Venue	- Well ventilated venue with facilities for team building which can accommodate 375 employees of PRO IV A - Accommodations: Open-air 1 Bulwagan hall and 2 picnic hall - Provide complete sound system set up including three (3) wireless microphone and megaphone with technical assistance during the event - Shall provide manpower support and services for the preparation and conduct of the event. - Provide needed materials or equipment for the conduct of activity - Provide two (2) tables and chairs for the registration
Total Contract Price	Php 260,625.00 (Inclusive of applicable taxes and service charge)

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 services 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 **SECOND PARTY** hereby covenants to deliver in favor of the **FIRST PARTY** the Meals and Venue the Conduct of PRO IV A Employees Day and the services related hereto;
7. This contract agreement shall be payable in the total amount of **Two Hundred Sixty Thousand Six Hundred Twenty Five Pesos (Php 260,625.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** through check upon checking in by the **FIRST PARTY** and submission of the **SECOND PARTY** 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 _____.
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.


OFELIAM M. HAAG
General Manager


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


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


Witness

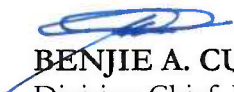

ARON R. RIANO
Witness

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this MAR 15 2023 day of LUCENA, CITY, 2023 at LUCENA, CITY

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

**DALAMPASIGAN BEACH RESORT
CORP.**

Recommended by:


BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA

Approved by:

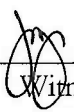

DANILO M. REYNES, MD, MPA
FIRST PARTY
RVP, PRO IVA

by:


OFELIA M. HAAG
General Manager

SIGNED IN THE PRESENCE OF:


ARON R. RIANO
Witness



Witness

ACKNOWLEDGMENT

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

MAR 15 2023
BEFORE ME, this _____ day of _____ 2023, 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 _____
Philippine Health Insurance Corporation

OFELIA M. HAAG _____
Dalampasigan Beach Resort Corp

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. 277;
Page No. 56 ;
Book No. 285;
Series of 2023.

ATTY. JESUS M. CLEDERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
MCLE NO. VII - 1569774
ROLL NO. 33626/ TIN NO. 124-971-707
PTR NO. 5976513/1-6-2023/LUCENA CITY
IBP OR NO. 271955/1-5-2023/PASIG CITY