

CONTRACT AGREEMENT
PROCUREMENT OF PURIFIED DRINKING WATER

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-

BEPURE WATER REFILLING STATION, a sole proprietorship duly registered with Department of Trade and Industry (DTI) and existing under the laws of the Republic of the Philippines with business address at Lot 2 Block 5, Purok Agawin, Villa Juliana Subd., Ibabang Dupay, Lucena City, represented herein by its Proprietor, **BERNARD P. ALCALA**, 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 Technical Specification 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 Contract	Particulars
March 1, 2023 to December 31, 2023 or upon consumption of contract amount whichever may come first	Procurement of Purified Drinking Water: 1. Twenty Three Pesos (Php 23.00) per 5-gallon container 2. Delivery of minimum forty (40) containers (5 gallon/container) per week for PRO IVA Main Office of purified drinking water. But not to exceed 2,484 containers
Total Contract Price	57,132.00

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 purified water and to remedy defects therein in conformity in all respects with the provisions of the Contract.


BERNARD P. ALCALA
Proprietor, Bepure Water Refilling Station


DANILO M. REYNES, MD, MPA
Regional Vice President

PRO IV-A, Represented by:


BENJIE A. CUVINAR
Division Chief, MSD


Marille Salvestus
Witness, Second Party


ARON R. RIANO
Witness

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 serve in favor of the **FIRST PARTY** the **Procurement of Purified Drinking Water**, 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 **Fifty Seven Thousand One Hundred Thirty Two Pesos (Php 57,132.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** 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**.
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 _____ day of MAY 17 2023, 2023 at _____ City.


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


DANILO M. REYNES, MD, MPA
Regional Vice President


BERNAR P. ALCALA
Proprietor, Bepure Water Refilling Station



Marielle Salvatido
Witness, Second Party


ARON R. RIANO
Witness

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

**BEPURE WATER REFILLING
STATION**

Recommended by:


BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA


Approved by:



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

by:


BERNARD P. ALCALA
SECOND PARTY
OWNER

SIGNED IN THE PRESENCE OF:


ARON R. RIANO
Witness


Witness

ACKNOWLEDGMENT

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

BEFORE ME, this _____ day of MAY 17 2023 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 PRC ID # 00614277 08/12/1988- LC
Philippine Health Insurance Corporation

BERNARD P. ALCALA LT ID # 009-25674 09/21/2022- LC
Bepure Water Refilling Station

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. 619;
Page No. 124;
Book No. IV;
Series of 2023.


ATTY. FRANCISCO FERDINAND F. LAGMAN
NOTARY PUBLIC FOR LUCENA CITY &
QUEZON PROVINCE
Until December 31, 2024
PTR NO. 1232832 1-06-23 / LUCENA CITY
IBP NO. 274534 / LUCENA CITY
TIN 274-453-356-000; Attorney's Roll No. 70057
MCLE Compliance No. VII-0011536