

CONTRACT NO. 2023-03-029

CONTRACT AGREEMENT

Procurement of Rental of Lights, Sound and Audio Visual Equipment

This contract is entered on MAY 29 2023 between:

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 to as the **"FIRST PARTY"**

-and-

THROB PRO LIGHT AND SOUND RENTAL, 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 **Racquettaz Don Placido Campos Avenue San Agustin II Dasmariñas City, Cavite**, represented herein by its authorized representative, **EVANGELINE P. MAGALLANES**, 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 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 Event	Particulars
June 3, 2023	Rental of Lights, Sound and Audio Visual Equipment Speaker <ul style="list-style-type: none">• 4 units powered sub speaker• 8 units powered high and mid speaker• 4 units powered monitor speaker• 4 units floor monitor Outboard Gear <ul style="list-style-type: none">• 1 unit mixing console

Witness, Second Party

ARON R. RIANO
Witness

EVANGELINE P. MAGALLANES
Authorized Representative, Throb Pro Light and Sound

DANILO M. REYNES, MD, MPA
Regional Vice President

PRO IV-A, Represented by:

LENJIE A. CUVINAR
Division Chief, MSD

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	Playback System and Accessories <ul style="list-style-type: none">• 2 units CD player• 1 unit each MP3 player and Direct Box Source to System Equipment <ul style="list-style-type: none">• 2 units wireless microphone• 4 units wired microphone Lighting System <ul style="list-style-type: none">• 16 units each of RGBW LED Lights and Amber• 4 units Beam 260• 1 unit Avolites Controller• 1 lot wire, cable and accessories Video Equipment System <ul style="list-style-type: none">• 1 set 12X16 LED Video Wall• 1 unit each of Data Converter, Scan Converter and Video Switch• 1 lot cables and accessories
Total Contract Price	Php 50,000.00

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 equipment 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 serve in favor of the **FIRST PARTY** the **Procurement of Rental of Lights, Sound and Audio Visual Equipment**, 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 Thousand Pesos (Php 50,000.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** on **June 3, 2023** 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


EVANGELINE P. MAGALLANES
Authorized Representative, Throb Pro Light and Sound


DANILO M. REYNES, MD, MPA
Regional Vice President

PRO IV-A, Represented by:


BENJIE A. CUVINAR
Division Chief, MSD


ARON R. RIANO
Witness, Second Party


ARON R. RIANO
Witness

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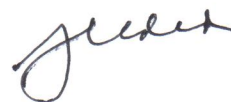
10. Any dispute, claim, or controversy that may arise from or in relation to this Contract, involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, 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 29th day of May, 2023 at Lucena City.




**PHILIPPINE HEALTH
INSURANCE CORPORATION**

**THROB PRO LIGHT AND
SOUND RENTAL**


Recommended by:


BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA

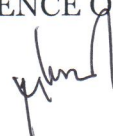
Approved by:


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

by:


EVANGELINE P. MAGALLANES
SECOND PARTY
AUTHORIZED REPRESENTATIVE,
THROB PRO LIGHT AND SOUND
RENTAL

SIGNED IN THE PRESENCE OF:



REGIE TRINIDAD

ACKNOWLEDGMENT

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

BEFORE ME, this _____ day of MAY 29 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

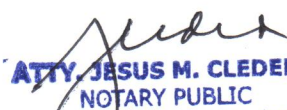
DANILO M. REYNES, MD, MPA 0065489 Lucena City
Philippine Health Insurance Corporation

EVANGELINE P. MAGALLANES 011-6685584-2 _____
THROB PRO LIGHT AND SOUND
RENTAL

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. 413 ;
Page No. 83 ;
Book No. 290 ;
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