## CONTRACT AGREEMENT CONDUCT OF AREA II OPERATIONS MANCOM MEETING

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"

TAKARA TREASURE HOTEL GROUP CORPORATION, a corporation duly registered with the Securities and Exchange Commission (SEC) and existing under the laws of the Republic of the Philippines with business address at #5 Takara Place Bldg., San Antonio Drive, San Antonio, San Pedro Laguna, represented herein by its Authorized Representative, KIANA LOIS GARCIA DOTULLO, 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:

<b>Date of Contract</b>	Particulars	
April 19-21, 2023	Meals: -2 lunch, buffet: Rice, 4 viands, drinks, dessert -2 am snacks, individually serving: 1 snacks with drinks -2 pm snacks, individually serving:1 snack with drinks -2 dinner, buffet: Rice, 4 viands, drinks, dessert -with free flowing coffee, assorted candies Accommodation: for 36pax (2 overnights inclusive of breakfast) -12 twin sharing (separate beds) -4 triple sharing (separate beds) Resources Needed: FACILITIES: Air-conditioned hall with proper distancing for participants; set-up of tables and chairs (classroom type); Paper and Pencil for hall per participants AMENITIES: With Whiteboard and markers; elevated stage set-up; speech podium and 2 flag poles	

Witness, Second Party

	<b>EQUIPMENT:</b> Sound System and operator with 1 wired microphone with stand for speech podium and 3 wireless microphones; LCD projector with white screen.
<b>Total Contract Price</b>	244,800.00

- 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.
- 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, <u>including the 12% Value-Added-Tax</u>, 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 **Conduct of Area II Operations Mancom Meeting** 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 **Two Hundred Forty Four Thousand Eight Hundred Pesos (Php 244,800.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** after ten (10) days 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

ARON R. RIANO

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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 WHERE	OF, WE have hereunto	affixed our signatures this	APR 18	2023
day of	, 2023 at	City.		

PHILIPPINE HEALTH INSURANCE CORPORATION

TAKARA TREASURE HOTEL GROUP CORPORATION INC

Recommended by:

BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA

Approved by:

DANILO M. REYNES, MD, MPA

FIRST PARTY RVP, PRO IVA by:

KIANA LOIS GARCIA DOTULLO

SECOND PARTY

AUTHORIZED REPRESENTATIVE

SIGNED IN THE PRESENCE OF:

ARON R. RIANO

Witness

Witness