# **CONTRACT AGREEMENT**

**Tarpaulin** 

This contract is entered on	June 21, 2023	between:
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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-

PRINT&GO DIGITAL PRINTING SERVICES, 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 <u>PUROK AGAWIN VILLA JULIANA</u>, <u>IBABANG DUPAY</u>, <u>LUCENA CITY</u>, <u>QUEZON</u>, represented herein by its owner, <u>MARIELLE CASAREO SALVATUS</u>, 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 Delivery	June to December 2023
Tarpaulin	Total Size: 8,500 sq. ft. Color: Full Color Thickness: 10 ounces (oz)
Tarpaulin with Standee	Frame Material: Aluminum Type: Roll up Standee/Pull-up Standee Tarpaulin Size: 6.5 x 2.75 ft. Color: Full Color Thickness: 10 ounces (oz) Quantity: 70 pcs.

ARON R. RIANO

MONETH MATORIO CATAT

- In consideration of the payments to be made by the FIRST PARTY to the 3. SECOND PARTY as hereinafter mentioned, the SECOND PARTY hereby covenants with the FIRST PARTY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The FIRST PARTY hereby covenants to pay the SECOND PARTY in 4. 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.
- The contract price covers the costs of all Deliverables Items and Services and 5. 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.
- The SECOND PARTY hereby covenants to serve in favor of the FIRST PARTY 6. the Procurement of Tarpaulin, in accordance with the technical specifications as stated in Annex "C" of this contract.
- This contract agreement shall be payable in the total amount of **One Hundred** 7. Seventy One Thousand, Eight Hundred and Fifty Pesos (Php 171, 850.00). The FIRST PARTY shall pay the SECOND PARTY for each service rendered and accepted by FIRST PARTY within fifteen (15) working 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. Contract duration starts within one (1) day from receipt of signed Contract by SECOND PARTY and ends by December 31, 2023 or upon consumption of contract amount whichever may come first.
- Both PARTIES hereby warrant that they have the authority and capacity to enter 8. and sign in this contract.
- All other terms, conditions and stipulations accompanying this Contract together 9. 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.
- Any dispute, claim, or controversy that may arise from or in relation to this 10. 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



Witness, Second Party

CONTRACT NO. 2023 - 03 - 03 3

IN WITNESS WHEREOF, WE have her	eunto affixed our signatures this علاه
day of, 2023 at _	Luuna City.
PHILIPPINE HEALTH	PRINT&GO DIGITAL
INSURANCE CORPORATION	PRINTING SERVICES
_ , ,,	
Recommended by:	
CHARLES ON THE STATE OF THE STA	
BENJIE A. CUVINAR Division Chief, MSD	
PRO IVA	
Approved by:	by:
ar	maciliat
DANILO M. REYNES, MD, MPA FIRST PARTY	MARIELIÄE CASAREO SALVATUS SECOND PARTY
RVP, PRO IVA	Owner
SIGNED IN TH	E PRESENCE OF:
<del>/</del>	. \
ARON R. RIANO	MOSSMONETH MADRID CAYAT
Witness	Witness

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) CITY OF	
<b>BEFORE ME</b> , this day of personally appeared the following persons Government-issued IDs, to wit:	2 1 JUN 2023 exhibiting to me their respective
Identification C	ard and No. Date/Place of Issue
DANILO M. REYNES, MD, MPA Philippine Health Insurance Corporation	10 0065439 <u>ucana City</u>
MARIELLE CASAREO SALVATUS PRINT&GO Digital Printing Services	1-040-176 <u>Lucena (44y</u>
Known to me to be the same per Agreement consisting of six (6) pages, inclu- which the acknowledgment is written and their free act and deed and that of the corpor	ading the annexes and this page on they acknowledged that the same is
WITNESS MY HAND AND NOTA first above written.	RIAL SEAL on the date and place
Doc No; Page No; Book No; Series of 2023.	ATTY. RUBY MARIE P. LEONEN NOTARY PUBLIC FOR LUCENA CITY & QUEZON PROVINCE Until December 31, 2024 PTR No. 1260274, 5-10-23 Quezon Province IBP NO. 334922, 5-3-23 Quezon Province TIN 308-727-725-000

## Annex "C"



Republic of the Philippines

# PHILIPPINE HEALTH INSURANCE CORPORATION

PhilHealth Regional Office IV-A

♠ Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City

**(**042) 373-7554 ⊕www.philhealth.gov.ph **P**hilHealthRegion4A **y**teamphilhealth

# TECHNICAL SPECIFICATIONS **Procurement of Tarpaulin**

End-user:

Office of the Regional Vice President - Public Affairs Unit

Purpose:

Sustain Information Awareness and Understanding on PhilHealth

policies and benefits

**Target Conduct:** 

May to December 2023

**Budget Source**:

Marketing and Promotions (PAU)

### **SPECIFICATIONS:**

#### **TARPAULIN**

TIRE ITO BILL	
<b>Estimated Total Size of Tarpaulin for</b>	8,500 square foot (sq. ft.) with eyelet (4
printing:	corners/ piece)
Color:	Full Color
Thickness:	10 ounces (oz)

### TARPAULIN with Standee

212242 1202221 171411 04427400		
Frame Material:	Aluminum	
Type:	Roll up Standee/Pull-up Standee	
Size:	6.5 x 2.75 ft.	
Color:	Full Color	
Thickness:	10 ounces (oz)	
Quantity:	70 pes.	

### **DEFINITION OF TERM/S**

**Actual Order** 

Refers to the specific design, actual size and quantity ordered which may vary upon request of the end-user.

### DELIVERY PERIOD

Ten (10) days after confirmation of actual order. The end-user will inform the supplier of the order, which would include the design, quantity, and actual dimension, through email. Correspondingly, the supplier should acknowledge the order via email/ written letter to the end-user copy furnished by the Administrative Services Section(ASS) upon receipt of order confirmation.

Procuring Entity shall impose equivalent to 1/10 of one percent (1%) of the total value of the undelivered order for each day of delay as liquidated damages.

## CONTRACT DURATION

Upon signing of the contract until December 31, 2023, or until full utilization of 8,500 sq. ft. tarpaulin and the 70 pcs. tarpaulin with standee whichever comes first. There will be no escalation of price within the duration of the contract.

Once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails to satisfactorily complete the delivery, the Procuring Entity shall impose upon the contractor in default liquidated damages.

# OBLIGATIONS OF THE SERVICE PROVIDER

- 1. Print the actual order sent by the end-user following the design, quantity, and dimension stated in the email.
- 2. Acknowledge the order through email or written letter addressed to the end-user, copy furnished the Administrative Services Section.
- 3. Deliver not more than 8,500 sq. ft. printed tarpaulin and 70 pcs. printed tarpaulin with standee during the contract period or until full utilization of order, whichever comes first.
- 4. Ensure availability of the printed tarpaulin 10 days after confirmation of the actual order.
- 5. Provide a Billing Statement/Sales Invoice for every order delivered to be accepted by End-user upon delivery.
- 6. Issue an Official Receipt (OR) upon acceptance of payment from PRO IVA.

#### PAYMENT

Processing of payment is 15 working days upon submission of complete documents, including proof of latest PhilHealth contribution.

The payments of incurred charges shall be upon every submission of statement of account by the service provider covering ACTUAL COST and subject to the usual accounting rules and regulations.

Payment will be made for each actual order delivered. PhilHealth will deduct the corresponding withholding tax on the total amount to be paid to the service provider.

Double Assilancian of the

By the Authority of the Regional Vice President Panilo M. Reynes, MD, MPA:

ARTURO C. ARDIENTE Division Chief IV, FOD