

**CONTRACT AGREEMENT
PERIODIC MAINTENANCE OF
PHILHEALTH REGIONAL OFFICE IVA MOTOR VEHICLES**

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-

MILLENIUM TIRE CHECK CENTER, 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 Diversion Road, Domoit, Lucena City, represented herein by its Proprietor, **MICHAEL JOHN CHING TAN** 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 of Services, 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 Specifications 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".
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 goods 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 **PERIODIC MAINTENANCE OF VEHICLES** and the services related hereto, 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 **One Hundred Sixteen Thousand Six Hundred Ten Pesos (Php 116,610.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** for each service rendered and accepted by the **FIRST PARTY** within ten (10) working days 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 from receipt of Contract by the **SECOND PARTY** and ends by December 31, 2023 or upon consumption of contract amount whichever may come first.

MICHAEL JOHN CHING TAN
Proprietor, Millenium Tire Check Center

Approved by: **DANILO M. REYNES, MD, MPA**
Regional Vice President

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

MICHAEL JOHN CHING TAN
Witness/ Second Party

ARON R. RIANO
Witness

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.

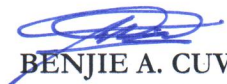
11. The parties hereby certify that they have read or caused to be read to them each and every provision of this Contract and that they have fully understood the same.

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this 27th day of March, 2023 at Lucena City.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

MILLENIUM TIRE CHECK CENTER

Recommended by:


BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA

Approved by:



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

by:


MICHAEL JOHN CHING TAN
SECOND PARTY
Proprietor

SIGNED IN THE PRESENCE OF:


ARON R. RIANO
Witness


CHERYL C TAN
Witness

ACKNOWLEDGMENT

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

BEFORE ME, this 30 day of MAR 30 2023 2022, 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	_____	_____
MICHAEL JOHN CHING TAN Millenium Tire Check Center	_____	_____

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. 375
Page No. 76
Book No. 30
Series of 2023.

ATTY. CHARMAINE B. TAN
Notary Public
Notarial Comm. No. 2022-07 valid until Dec. 31, 2023
Roll of Attorneys No. 69351; IBP Lifetime Roll No. 018035;
PTR No. 5976292/1-3-2023/Quezon Province
MCLE Compliance No. VII-0012724 03-16-2022/Pasig City
Valid Until April 14, 2025