## **CONTRACT AGREEMENT** TRAINING ON BASIC MICROSOFT EXCEL

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This contract is entered on	AIIG D 2 2023	between

PHILIPPINE HEALTH INSURANCE CORPORATION (hereinafter called "the Entity") and INSIGHTS MLA BUSINESS SOLUTIONS (hereinafter called "the Supplier");

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-

INSIGHTS MLA BUSINESS SOLUTIONS, 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 7F Finman Centre, 131 Tordesillas St., Bel-Air, Makati, represented herein by its owner, **DONNIE RAY BAJE**, 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:

- In this Agreement, words and expressions shall have the same meaning as 1. are respectively assigned to them in the Technical Specification referred
- The Supplier's Bid or filled-out Request for Quotation shall form and be 2. read and construed as part of this Agreement and attached hereto as Annex "B" and hereby agrees to deliver:

Date of Event	Technical Specifications	╝,
August 8-9, 2023	* One day Session per batch consisting of two (2) batches with a minimum of thirty (30) pax per day * Training will be done thru virtual platform * Issuance of Training Certificates after the said training * Training provider that provide virtual training regarding Basic Microsoft Excel that will cover the	

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Division Chief, MSD

	ż	following objectives:  1. Basic Worksheet operations  2. Essential Excel Functions  3. Creating Basic Charts; and  4. Introduction to pivot tables					
Total Price	Contract	Seventy 79,000.0		Thousand	Pesos	Only	(P

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 serve in favor of the **FIRST PARTY** the **Training on Basic Microsoft Excel**, 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 **Seventy Nine Thousand Pesos Only** (<u>Php 79,000.00</u>). The **FIRST PARTY** shall pay
  the **SECOND PARTY** within fifteen 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



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Witness, Second Party



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 \_\_\_AUG 0 2 2023 at CALONCAN CICity.

PHILIPPINE HEALTH INSURANCE CORPORATION

INSIGHTS MLA BUSINESS SOLUTIONS

Recommended by:

BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA

Approved by:

DANILO M. REYNES, MD, MPA

FIRST PARTY RVP, PRO IVA bv:

DONNIE RAY BAJE

SECOND PARTY

OWNER, Insights MLA Business

Solutions

SIGNED IN THE PRESENCE OF:

ARON R. RIANO

Witness

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## ACKNOWLEDGMENT

CITY OF CALOUCAN CITY	) S.S.			
BEFORE ME, this personally appeared the following	day of ; persons e	AUG (	2 <b>2023</b> o me their	2023,
Government-issued IDs, to wit:				
Identif	fication Car	d and No.	Date/Pla	ace of Issue
<b>DANILO M. REYNES, MD, MPA</b> Philippine Health Insurance Corpor		<u>License</u>	August	t 17, 1988
DONNIE RAY BAJE Insights MLA Business Solutions	854 H	) 	<del>16</del> 6 11	, 2023
Known to me to be the s Agreement consisting of ( page on which the acknowledgmen same is their free act and deed and t	) pages	s, including and they a	the annex acknowledg	tes and this ged that the
WITNESS MY HAND ANI first above written.	D NOTARI	AL SEAL	on the date	and place
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