### CONTRACT AGREEMENT

FACILITY ENGAGEMENT DIALOGUES FOR NON-HEALTH FACILITIES IN LHIO TRECE MARTIRES, LHIO DASMARIÑAS AND LHIO CALAMBA CATCHMENT (Freestanding Dialysis Centers, Ambulatory Surgical Clinics, Maternity Care Package Provider, TB DOTS and Animal Bite Package Providers)

This contract is entered on OCTOBER 17, 2014 between:

PHILIPPINE HEALTH INSURANCE CORPORATION (hereinafter called "the Entity") and HOTEL CASIANA OPC (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 Acting Regional Vice President EDWIN M. ORIÑA, MD, 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-

HOTEL CASIANA OPC, a corporation duly registered with the Securities and Exchange Commission (SEC) with and existing under the laws of the Republic of the Philippines with business address at 5915 E. Aguinaldo Highway, Kaybagal South, Tagaytay City, Philippines represented herein by its Account Executive, FREDDELYN L. CADILO, 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 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" and hereby agrees to deliver:

Date of Event	Technical Specifications
OCTOBER 18, 22,	HOTEL CASIANA OPC
AND 25, 2024 / NOVEMBER 5-6,	Proposed Date of Conduct and Participants
2024	VENUE ACCOMMODATION WITH MEALS
	October 18, 2024 - 166 PAX Freestanding Dialysis Centers and Ambulatory Surgical Clinics (LHIO Trece Martires, LHIO Dasmarinas and LHIO Calamba)



Vitness, Second Party

ARON R. RIANO

HA MAE L. MIRANDA Witness, Second Party

Acting Regional Vice President

October 22, 2024 - 200 PAX TB DOTS and Animal Bite Package Providers (LHIO Trece Martires, LHIO Dasmarinas and LHIO Calamba)

October 25, 2024 - 162 PAX Maternity Care Package Providers (LHIO Calamba)

November 5, 2024 - 200 PAX Maternity Care Package Providers (LHIO Trece Martires City)

November 6, 2024 - 240 PAX Maternity Care Package Providers (LHIO Dasmarinas)

Room Accommodation (1 Night) November 5, 2024 - 26 pax (PhilHealth Personnels)

#### **Availability** I.

1. Availability of the Function Room during the proposed event date (changes in schedule will be allowed per agreement of the ASS/BAC and the winning bidder)

# **Venue Location and Site Condition**

- 1. Venue within Cavite area
- 2. Free parking space within the venue

#### III. Neighborhood Data

- 1.Proper waste management systems such as regular garbage collection and with Sanitary permit from appropriate authority;
- 2. Proximity to Police and Fire Stations; and
- 3. Proximity to Banks, Postal, and Telecommunications service provider.

#### IV. Venue

# 1. Structural condition

- a. The foundation is made of concrete and structural steel materials or a combination of both.
- b. Compliance with the standards provided by the Building Code of the Philippines;
- (Can accommodate 2 c. Accessible entrance door people to pass through at the same time); and
- d. Available internet connection within the venue.

#### 2. Functionality:

- a. Conference/Function Room
  - Table set up classroom set up for 100 250 pax/day with safe distancing
  - Secretariat's table and chairs near power source at the entrance area
  - Podium
  - Philippine Flag with pole and extra pole
  - Whiteboard and/or flipchart, and markers
  - Pencil and paper for participants
  - With free flowing coffee and drinking water during training proper

Recommended by:

# b. Light, ventilation, and air-conditioning

• Air-conditioned function room available from 8:00 AM to 5:00 PM

# c. Space Requirements

Can accommodate at least 100 - 250 pax with safe distancing

### 3. Facilities

### a. Water supply and toilet

 Continuous water supply & accessible comfort rooms (separate male and female)

# b. Lighting system

• With sufficient lighting in the venue

#### c. Elevators

At least one (1) Operational Elevators for three
 (3) or more storey buildings

# d. Fire escapes

· Accessible emergency fire exit

# e. Firefighting equipment

With fire-fighting equipment

# f. Internet and Telecommunications

 Free and steady Wi-Fi connection for secretariat and participants, with at least 25 mbps dedicated connection

# g. Audio visual equipment

- Including at least (3) microphones, preferably wireless with stand, a sound system, and technical staff
- Projector, Projector widescreen and table for LCD Projector
- · Audible/Operational Sound System
- Waived electricity charges for use of laptops and projectors

#### 4. Other requirements

- a. Maintenance
  - With on-call support staff within the venue
- b. Security
  - With security personnel within the premises

# 5. Catering Services

- a. Meal Requirements per day
- 1 Buffet Breakfast (2 viands, rice, drinks)

ARON R. RIANO

Total Contract Price	Php 1,616,560.00
	<ul> <li>Room Accommodation</li> <li>Room Accommodation for 26 Pax</li> <li>Air Conditioned Room</li> <li>Available internet connection</li> <li>Accessible emergency fire exit</li> <li>With on-call service staff</li> <li>Room accommodate up to 3 pax</li> <li>1 Room accommodation for single occupancy</li> </ul>
	<ul> <li>1 Buffet Lunch (soup, 2 viands, 1 vegetable, 1 dessert, rice, juice)</li> <li>1 Plated PM Snack (pasta/sandwich and juice)</li> </ul>

- 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 venue and meals 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 consideration 4. 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 includes 5. 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 the 6. Lease of Venue, 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 Million Six 7. Hundred Sixteen Thousand Five Hundred Sixty Pesos Only (Php 1,616,560.00). The FIRST PARTY shall pay the SECOND PARTY within 30 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.
- Both PARTIES hereby warrant that they have the authority and capacity to enter and 8. sign in this contract.
- All other terms, conditions and stipulations accompanying this Contract together with 9. 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 Contract, 10. 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.

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.

TRISHAMAEL MIRANDA Witness, Second Party

CONTRACT NO	1024-03-119	
CONTRACT NO	LULT WIT	

of, 20	24 at	City.	
PHILIPPINE HEALTH		HOTEL CASIANA OPC	
INSURANCE CORPORAT	TON		
Recommended by:			
BENJIE A. CUVINAR			
Division Chief, MSD			
PRO IVA			
Ammound low		by:	
Approved by:		0.	
√lu		Flokulo	
EDWIN M. ORIÑA, MD		FREDDELYN L. CADILO	
FIRST PARTY		ACCOUNT EXECUTIVE	
ARVP, PRO IVA		SECOND PARTY	

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) CITY OF
<b>BEFORE ME</b> , this day of NOV 2 8 2024 2024 personally appeared the following persons exhibiting to me their respective Government-issued IDs, to wit:
Identification Card and No. Date/Place of Issue
EDWIN M. ORIÑA, MD 5289-6157-3504-8709 National ID Sta. Rosa City, Laguna Philippine Health Insurance Corporation
FREDDELYN L. CADILO Hotel Casiana OPC

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

Doc No. 44;

Page No. 11; Book No. 20;

Series of 2024.

ANGELO M. VANGUARDIA
Notety Public
Attoracy's Roll No. 71563
Under Appn. No. 2023-09[R] NC85
Valid vitil December 31, 2024
IBP O.R. No. 326316; 12/10/23; Pasig City
PTR O.R. No. 2158901,01/02/24, Lucena City
MCLE ComplianceNo. VII-0010299, valid until April 14, 2025
Address: Unit M-8, Lucena Grand Central Terminal