CONTRACT AGREEMENT FIELD OPERATIONS DIVISION'S (FOD) YEAR – END FORUM 2024

	DEC 13 2024	•
This contract is entered on	1000	between

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 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-

NAWAWALANG PARAISO RESORT AND HOTEL 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 Along National Road, Brgy. Camaysa, Tayabas City, Quezon represented herein by its Owner, **ANNETTE O. GONZALES** 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:	December 18-19, 2024	
Particulars:	Lease of Venue for 42 pax	
	I. Availability	
	1. Availability of the air-conditioned Function Room for one and	
	a half (1 1/2) day on the preferred date	
	II. Location and Site Condition	
	1. within Quezon Area	
	2. Free parking space within the venue	
	III. Neighborhood Data	
	1. Proper waste management system such as regular garbage collection and with Sanitary permit from appropriate authority.	
IV. Venue		
1. Structural condition		
30027.4	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 O		



H LABORDO

Witness, Second Party

of the Philippines

- 2. Functionality:
- a. Continuous water supply and adequate clean comfort rooms for both male and female guests.
- b. Basic table set up and chair
- 3. Room Arrangement
- 2 days and 1 night accommodation for 42 pax
- · Air-conditioned rooms
- ****With complimentary breakfast for all accommodations
- 4. Light, ventilation, and air-conditioning
- a. Sufficient air-conditioning and adequate lighting facilities available from 8:00 AM-5:00 PM of day 1 and 8:00 AM-12:00 NN of day 2.
- 5. Space requirements
- a. can accommodate at least 42 pax
- 6. Facilities
- a. Water supply and toilet
- Continuous water supply & adequate clean comfort rooms (for both male and female guests)
- b. Fire Escapes
- · Accessible emergency fire exit
- c. Firefighting equipment
- With fire-fighting equipment
- d. Internet and Telecommunications
- Dedicated Wi-Fi connection for Secretariat and Participants, bandwidth with at least 15 mbps
- e. Audio visual equipment
- Basic sound system with at least three (3) microphones (preferably wireless) and technical staff
- Projector, Projector widescreen and table for LCD Projector
- Waived electricity charges for use of laptops and projectors
- 7. Other requirements
- a. Maintenance
- With on-call support staff within the venue
- b. Security
- · With security personnel within the premises
- 8. Catering Services Provide meals for 42 pax
- a. Meal Requirements

Day 1:

AM Snacks - pastry/sandwich and drinks

Lunch (Managed Buffet) - Soup, rice, 2 viands, vegetable, dessert & soda/juice

PM Snacks - pasta/noodles and drinks

Dinner - Soup, rice, 2 viands, vegetable dessert & soda/juice **With Overflowing coffee and drinking water inside the venue Day 2:

Lunch - Soup, rice, 2 viands, vegetable dessert & soda/juice **With Overflowing coffee and drinking water inside the venue

Total Price

Php 111,300.00

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 venue & meals for the conduct the Field Operations Division's (FOD) Year – End Forum 2024 and to remedy defects therein in conformity in all respects with the provisions of the Contract.

ARLENE H. LABO Witness, Second Par

- 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 **goods and services** in accordance with the technical specifications as stated in Annex "C" of this contract.
- 7. This contract agreement shall be payable in the amount of One Hundred Eleven Thousand Three Hundred Pesos (111,300.00). The FIRST PARTY shall pay the SECOND PARTY after fifteen (15) 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. The updated BIR Tax Clearance shall be presented by the **SECOND PARTY** during the duration of the contract. Non submission of such tax clearance entitled the **FIRST PARTY** to suspend the payment for the meals and lease of venue.
- Both PARTIES hereby warrant that they have the authority and capacity to enter and sign in this contract.
- 10. 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.
- 11. 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.

12. 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.



ARON R. RIANO Witness

	IN WITNESS WHEREOF, WE have hereunto affixed our signatures this day of City.			
	PHILIPPINE HEALTH INSURANCE CORPORATION	NAWAWALANG PARAISO RESORT AND HOTEL		
	Recommended by:			
	BENJIE A. CUVINAR Division Chief, MSD PRO IVA			
	Approved by:	by:		
	EDWIN M. ORIÑA, MD FIRST PARTY	ANNETTE O. GONZALES SECOND PARTY OWNER		
	ARVP, PRO IVA OWNER SIGNED IN THE PRESENCE OF:			
		Al /		
	ARON R. RIANO Witness	ARLENE H. LABORDO Witness		
	ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) CITY OF LUCENA CITY) S.S.			
BEFORE ME, this day of 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 Nat'l ID 5289-6157-3504-8709 Philippine Health Insurance Corporation			
	ANNETTE O. GONZALES Nawawalang Paraiso Resort and Hotel			
	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 In first above written.	NOTARIAL SEAL on the date and place		
		M		
	Doc No. 457; Page No. 93;	RODOLFO R ZABELLA, JR.		
	Book No. 52;	Until December 31, 2024 RC 38321; April 6, 1990		
	Series of 2024.	IBP Life Member No. 4348		
		Dagger 1 - 03 0000 1		
	1985 186 ⁸	December 27, 2002; Lucena City PTR No. 1292794 1-2-2024, Lucena Page 4 of 4 MCLE Compliance No. VII-0013999 TIN # 132		





Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION PhilHealth Regional Office IV-A

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

€ (042) 373-7554 ⊕ www.philhealth.gov.ph

Notice to Proceed

December 16, 2024

MS. CLAIRE DIANE O. BOBADILLA

Sales and Marketing Head Nawawalang Paraiso Resort and Hotel Brgy. Camaysa, Tayabas City

Dear Ms. Bobadilla:

The attached Contract No. 2024-03-142 having been approved, notice is hereby given to Nawawalang Paraiso Resort and Hotel that the contract for the Lease of Venue for the Conduct of Field Operations Division's Year-End Forum 2024 shall commence on December 18, 2024.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule stated in the Contract.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to PhilHealth Regional Office IVA.

Very truly yours,

EDWIN M. ORIÑA, MD Acting Regional Vice President, PRO IVA

Authorize Signature:







Republic of the Fhilippines

PHILIPPINE HEALTH INSURANCE CORPORATION PhilHealth Regional Office IV-A

€ PhilHealthRegion4A X teamphilhealth

Notice of Award

November 18, 2024

MS. CLAIRE DIANE O. BOBADILLA

Sales and Marketing Head Nawawalang Paraiso Resort and Hotel Brgy. Camaysa, Tayabas City

Dear Ms. Bobadilla:

Please be informed that your price quotation for Lease of Venue for the Conduct of Field Operations Division's Year-End Forum 2024 at a contract price of ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED PESOS ONLY (Php 111,300.00) is hereby accepted.

Very truly yours,

EDWIN M. ORIÑA, MDV

Acting Regional Vice President, PRO IVA

Name Claire Diane D. Cobadilla
Signature
Position
Sales A Marketing Head
Date
Dec 9, 2024



