

**CONTRACT AGREEMENT**  
**PERIODIC MAINTENANCE OF VEHICLES OF PRO IVA**

This contract is entered on MAR 05 2024 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 **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-

**MARKIAN AUTO CARE CENTER**, 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 **No. 3290 Diversion Road, Gulang-Gulang, Lucena City** represented herein by its Proprietor, **MARK LOUIE A. DELA ROSA**, 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".
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.

**MARK LOUIE A. DELA ROSA**  
Proprietor

**DANILO M. REYNES, MD, MPA**  
Regional Vice President

PRO IV-A, Represented by:

**BENJIE A. CUVINAR**  
Division Chief, MSD

*Wendy Dela Rosa*  
Witness, Second Party

**ARON R. RIANO**  
Witness


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 total amount of **One Hundred Forty-Three Thousand Two Hundred Eighty Pesos (Php 143,280.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** within 10 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 from receipt of Contract by the **SECOND PARTY** and ends by December 31, 2024 or upon consumption of Contract amount whichever may come first.
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 \_\_\_\_\_ day of MAR 05 2024, 2024 at Lucena City City.

**PHILIPPINE HEALTH  
INSURANCE CORPORATION**

**MARKIAN AUTO CARE CENTER**

Recommended by:

  
**BENJIE A. CUVINAR**  
Division Chief, MSD  
PRO IVA

Approved by:


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

by:

  
**MARK LOUIE A. DELA ROSA**  
SECOND PARTY

SIGNED IN THE PRESENCE OF:

  
**ARON R. RIANO**  
Witness

  
Wendy Dela Rosa  
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF Lucena City ) S.S.

BEFORE ME, this \_\_\_\_\_ day of MAR 05 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

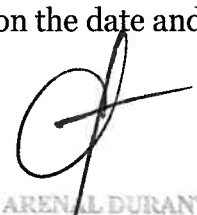
DANILO M. REYNES, MD, MPA      PRC 10      0065479 / 1-16-26  
Philippine Health Insurance Corporation

MARK LOUIE A. DELA ROSA      TIN# 484-405-419-000      \_\_\_\_\_  
Markian Auto Care 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. 328;  
Page No. 67;  
Book No. 55;  
Series of 2024.

  
ATTY. CZAR FAUSTUS ARENAL DURANTE  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2025  
PTR NO. 2158924 01-03-2024 / LUCENA CITY  
IBP NO. 383499 01-01-2024 / PASIG CITY  
TIN 410-329-420 / ATTY'S ROLL No. 78547  
MCLE Compliance No. VIII - 0005248  
Valid until April 14, 2028