

CONTRACT AGREEMENT
CONDUCT OF FACILITY ENGAGEMENT DIALOGUE FOR HEALTH CARE
FACILITIES IN LAGUNA PROVINCE (INFIRMARIES, LEVEL 1-3)

This contract is entered on DEC 19 2024 between:

PHILIPPINE HEALTH INSURANCE CORPORATION (hereinafter called “the Entity”) and **FIRST STA. ROSA HOTEL CORPORATION** (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-

FIRST STA. ROSA HOTEL CORPORATION 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 National Highway Bo. Pulong Sta. Cruz, City of Sta Rosa Laguna represented herein by its **General Manager, Grace Abadiano**, 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:

3.

Date of Event	Technical Specifications
December 17, 2024	FIRST STA. ROSA HOTEL CORPORATION Proposed Date of Conduct and Participants: ➤ December 17, 2024 - Accredited Health Facilities in Laguna Province (Infirmaries, Level 1-3) Venue Accommodation with Meals for 148 pax I. Availability 1. Availability of the Function Room during the proposed event date (changes in schedule will be allowed per agreement of the ASS/BAC and


GRACE P. ABADIANO
General Manager


EDWIN M. ORINA, MD
Acting Regional Vice President

PRO IV-A, Represented by:


BENJIE A. CUVINAR
Division Chief, MSD

the winning bidder)

II. Venue Location and Site Condition

1. Venue within Laguna 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;
- c. Accessible entrance door (Can accommodate 2 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 – 200 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

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 - 200 pax with safe distancing


MARIA KAYE D. GONZALES
Witness, Second Party


ARON R. RIANO
Witness


GRACE P. ABADIANO
General Manager


EDWIN M. ORÑA, MD
Regional Vice President

PRO IV-A, Represented by:


BENJIE A. CUVINAR
Division Chief, MSD

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 Plated PM Snack (pasta, sandwich and juice)
- 1 Buffet Lunch (soup, 2 viands, 1 vegetable, 1 dessert, rice, juice)
- 1 Plated PM Snack (pasta, sandwich and juice)


MARK D. GONZALES
Witness, Second Party


ARON R. RIANO
Witness

Total Contract Price	Php 222,000.00
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GRACE P. ABADIANO
General Manager


EDWIN M. ORIÑA, MD
Regional Vice President


PRO IV-A, Represented by:


BENJIE A. CUVINAR
Division Chief, MSD

4. 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 and meals 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 **Lease of Venue**, 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 **Two Hundred Twenty Two Thousand Pesos Only (Php 222,000.00)**. 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**, valid Tax Clearance 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 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.


MARIA KAYE D. GONZALES
Witness, Second Party



ARON R. RIANO
Witness

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this _____ day
of DEC 19 2024, 2024 at **LUCENA CITY** City.

**PHILIPPINE HEALTH
INSURANCE CORPORATION**

**FIRST STA. ROSA HOTEL
CORPORATION**


Recommended by:


BENJIE A. CUVINAR
Division Chief, MSD
PRO IVA


Approved by:



EDWIN M. ORIÑA, MD
Acting Regional Vice President
FIRST PARTY

by:


GRACE P. ABADIANO
General Manager
SECOND PARTY

SIGNED IN THE PRESENCE OF:


ARON R. RIANO
Head, FMS
Witness


MARYKAYE D. GONZALES
Account Associate
Witness

ACKNOWLEDGMENT

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


BEFORE ME, this _____ day of DEC 19 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 PHILIPPINE HEALTH INSURANCE CORPORATION	<u>National ID</u> <u>5289-6157-3504-8709</u>	_____
GRACE P. ABADIANO FIRST STA. ROSA HOTEL CORPORATION	<u>SSS 04-1131528-7</u>	_____

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. 76;
Page No. 9;
Book No. 27;
Series of 2024.


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



Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office IV-A

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

☎ (042) 373-7554 🌐 www.philhealth.gov.ph

📱 PhilHealthRegion4A 📧 teamphilhealth

Notice of Award

December 13, 2024

MS. MARIA KAYE GONZALES

Account Associate

First Sta Rosa Hotel Corporation

National Highway, Pulong Sta Cruz

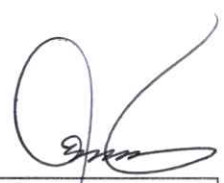
City of Sta. Rosa, Laguna

Dear Ms. Gonzales:

Please be informed that your price quotation for **Lease of Venue for the Conduct of Facility Engagement Dialogue for Health Care Facilities in Laguna (Infirmaries, Level 1-3)** at a contract price of **TWO HUNDRED TWENTY-TWO THOUSAND PESOS ONLY (Php 222,000.00)** is hereby accepted.

Very truly yours,


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


Name Grace P. Abadiano
General Manager
Signature _____
Position _____
Date _____





Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office IV-A

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

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

PhilHealthRegion4A teamphilhealth

Notice to Proceed

December 16, 2024

MS. MARIA KAYE GONZALES

Account Associate

First Sta Rosa Hotel Corporation

National Highway, Pulong Sta Cruz

City of Sta. Rosa, Laguna

Dear Ms. Gonzales:


The attached **Contract No. 2024-03-145** having been approved, notice is hereby given to **First Sta Rosa Hotel Corporation** that the contract for the **Lease of Venue for the Conduct of Facility Engagement Dialogue for Health Care Facilities in Laguna (Infirmaries, Level 1-3)** shall commence on **December 17, 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

I acknowledge receipt of this Notice on _____
Name of the Representative of the Bidder:  Grace P. Abadiano
Authorize Signature: _____ General Manager

