Recommended by: BEXTIE A. CUVINAR

CONTRACT AGREEMENT

LEASE OF VENUE AND MEALS FOR THE CONDUCT OF PR POINT PERSON **FORUM**

DEC 0 3 2024 This contract is entered on ___

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-

ST. JUDE MULTI-PURPOSE COOPERATIVE, a cooperative duly registered with the Cooperative Development Authority (CDA) and existing under the laws of the Republic of the Philippines with business address at Diversion Road Brgy. Isabang, Tayabas City, represented herein by its Sales and Marketing Supervisor, JASMIN L. OBCEMEA, 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 are respectively assigned to them in the Technical Specifications referred to.
- 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 goods and services on November 28-29, 2024.
- 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 the 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 4. 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.
- The contract price covers the costs of all Deliverables Items and Services and 5. includes all applicable taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance, cost of importation, transportation and Page 1 of 4



ARON R. RIANO

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.
- This contract agreement shall be payable in the total amount of <u>Sixty Thousand Seven Hundred Fifty Pesos only</u> (Php 60,750.00). The <u>FIRST PARTY</u> shall pay the <u>SECOND PARTY</u> within <u>fifteen (15) working days</u> through check upon submission of the <u>SECOND PARTY</u> of the <u>STATEMENT OF BILLING ACCOUNT</u> and other documentary requirements as may be required by the <u>FIRST PARTY</u> as condition for payment, provided that the same has been verified to be correct by the <u>FIRST PARTY</u>.
- 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.



RON R. RIANG

IN WITNESS WHEREOF, WE have hereunto affixed our signatures this _____ day of _____ DEC 0 3 2024 _____, 2024 at _____ City.

PHILIPPINE HEALTH
INSURANCE CORPORATION

ST. JUDE MULTI-PURPOSE COOPERATIVE

Recommended by:

BENJIE A. CUVINAR Division Chief, MSD PRO IVA

Approved by

EDWIN M. ORIÑA, MD

FIRST PARTY ARVP, PRO IVA by:

JASMIN L. OBCEMEA SECOND PARTY

SIGNED IN THE PRESENCE OF:

ARON R. RIANO

Witness

Ariang Delle V. Ordinanza

G-les and Marketing Assistant

Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)	
CITY OF Lucena City) S.S.	
BEFORE ME, this day of	DEC 0 3 7024 2024,
personally appeared the following persons exhib	piting to me their respective
Government-issued IDs, to wit:	
/ Identification Card an	nd No. Date/Place of Issue
M	
EDWIN M. ORIÑA, MD 5289-6157-3504-8709 Na	tional ID Sta. Rosa City, Laguna
Philippine Health Insurance Corporation	
JASMIN L. OBCEMEA	
St. Jude Multi-Purpose	
Cooperative	
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.	
same is then free act and deed and that of the corporations some series	
WITNESS MY HAND AND NOTARIAL SEAL on the date and place	
first above written.	r
inst above written.	
	KRISTINE AND PALMA
Doc No. 109;	Notary Public until 12/31/2025
Page No. 23;	PTR No. 2158700 01/02/2024, Lucena City
Book No. 1×;	IBP No. 331907, 12/20/2023, Pasig City
Series of 2024.	TIN 481-807-976-000/ Atty, Roll No. 79047 MCLE Exemption No. VIII-BEP002434 valid until 04/14/28
belies of 2024.	Contacts: 09171440585/ atty.kristineannrpalma@gmail.com
	Address: Unit M-8, Lucena Grand Central Terminal, Lucena City