REPUBLIC OF THE PHILIPPINES)

### CONTRACT OF SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and entered into this 12<sup>th</sup> day of August by and between:

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE 1**, represented herein by **DIR. JAMES F. FADRILAN, CESO III, Regional Director**, with office and postal address at Aguila Road, Sevilla Norte, City of San Fernando, la Union 2500, herein referred to as the **First Party**.

- and-

That HOLIDAY INN BAGUIO CITY CENTRE represented herein by MS. MAJESCA MACLAN, Catering Sales Manager with office address at Holiday Inn Baguio City Centre, 56 Legarda Road, Baguio City 2600, herein referred to as the Second Party.

#### WITNESSETH:

WHEREAS, The FIRST PARTY will conduct "Orientation for the CDP Technical Assessment Team cum Workshop on the Localization of PDP 2017-2022 and SDGs" on September 26-27, 2019 at Holiday Inn Baguio City Centre;

WHEREAS, the SECOND PARTY has the capability to provide meals and accommodation for the said activity that shall involve **Thirty-four (34)** live-in participants;

**NOW, THEREFORE,** for and inconsideration of the foregoing premises, the parties hereto agree on the following terms and conditions, to wit:

- THAT, the SECOND PARTY agrees and binds itself to the FIRST PARTY to provide accommodation for Thrity-four (34) live-in participants with a total contract package of ONE HUNDRED THRITY-FIVE AND ONE HUNDRED SIXTY PESOS (Php 135,160.00);
- 2. THAT, this Contract of Services shall be guaranteed for a minimum of seventy-five percent (75%) of the total number of target participants. If the attendance is above minimum, the SECOND PARTY shall provide accommodation at the same rate for the additional participants. If attendance is below the guaranteed minimum, the FIRST PARTY shall pay the SECOND PARTY the amount corresponding to the guaranteed minimum number of participants;
- 3. THAT, the payment of the amount due and payable under this Contract shall be based on the approved and funded activity design, subject to the established government accounting and auditing rules and regulations;
  - 4. THAT, the SECOND PARTY guarantees to provide safe and clean accommodation to the FIRST PARTY, and the latter reserves the right to question any action of, or institute an appropriate action in the proper proceeding against the SECOND

**PARTY** for any injury that the **FIRST PARTY** may sustain from the services of the **SECOND PARTY**;

- 5. THAT, in case the SECOND PARTY failed to effect deliveries of what is stipulated herein, without any fault on the part of the FIRST PARTY, or was not due to fortuitous event, the contract will be automatically rescinded without going to court, and the FIRST PARTY shall be freed from any liability to the SECOND PARTY;
- 6. **THAT**, this Contract of Services shall be binding upon the parties but may be amended or cancelled/pre-terminated at the option of either party upon written notice of at least five (5) days before the commencement of the activity.
- 7. THAT, this Contract of Services shall take effect upon signature of both parties.

IN WITNESS THEREOF, the parties have hereunto affixed their signatures this 11<sup>th</sup> day of September, 2019 in the City of San Fernando, La Union.

For the FIRST PARTY:

AMES F FADRILAN, CESO III

Regional Director DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT- REGION 1 For the SECOND PARTY:

Catering Sales Manager Holiday Inn Baguio City Centre

Witness:

PÉDRO D. GONZALES

Witness:

CERTIFIED FUNDS A VAILABLE:

MERCEDES C: LLANES AO V/ Regional Budget Officer

CN No. 2019-33

### ACKNOWLEDGEMENT

## REPUBLIC OF THE PHILIPPINES) <u>City of Baguio</u>) S.S.

BEFORE ME, a Notary Public for and in <u>City of Baguio</u>, this <u>OCT 0 8 2019</u>, personally appeared

JAMES F. FADRILAN, CESO III		TIN: <u>125 539 629</u>
Majesca	Maclan	TIN: 415 760 641 000

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, said instrument consisting of three (3) pages, including the page on which this acknowledge is written, signed in each and every page thereof by the parties and their witnesses, and acknowledged to me that the same are their free act and voluntary deed.

WITNESS MY OFFICIAL SEAL and SIGNATURE, on the date and place above- written.

Doc. No. 36Page No. 37Book No. 17Series of 2019 ATTY. PERVITA CHAN-RONDEZ Notary Public to Baguio City Not. Com. No. 37NC/18-R Until Dec. 31, 2019 Roll of Attorneys No. 41736; May 7, 1997 IBP Mem. No. 8410751; Jan. 7, 2011, Baguio City PTR No. 4011167, Jan. 17, 2019 TIN No. 198-081-329-000

NOTARY PUBLIC



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Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
Regional Office I

# **NOTICE OF AWARD**

September 11, 2019

### MS. MAJESCA MACLAN

Catering Sales Manager Holiday Inn Baguio City Centre 65 Legarda Road, Baguio City

Dear Ms. Maclan,

We are pleased to inform you that your quotation amounting to **one Hundred Thirty-Five and One Hundred Sixty Pesos (Php 135,160.00)** for the **Meals, Snacks and Accommodation** for the activity, **Orientation for the CDP Technical Assessment Cum Workshop on the Localization of PDP 2017-2022 and SDGs** scheduled on **September 26-27, 2019**, has been determined to be the Responsive Bid (RB).

You are hereby required to formally enter into contract with us upon receipt of this Notice.

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligation.

Very truly yours,

MES F

Regional Director, DILG R1 and Head, Procuring Entity

CONFORME:

marl . MAJESCA MACLAN

Catering Sales Manager Holiday Inn Baguio City Centre



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Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT Regional Office I

# NOTICE TO PROCEED

September 13, 2019

### MS. MAJESCA MACLAN

Catering Sales Manager Holiday Inn Baguio City Centre 65 Legarda Road, Baguio City

Dear Ms. Maclan,

With the attached **CONTRACT** having been approved, you are hereby notified to provide **Meals** and Snacks with Accommodation for the activity, **Orientation for the CDP Technical Assessment Cum Workshop on the Localization of PDP 2017-2022 and SDGs** scheduled on **September 26-27, 2019.** 

Likewise, you are responsible for performing the required services under the terms and conditions of the Contract, and your submitted quotation/proposal.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other copy to the DILG Regional Office 1, c/o BAC Secretariat, City of San Fernando, La Union.

Very truly yours,

EADRILAN, CESO III

Regional Director, DILG 1 and Head, Procuring Entity

RECEIVED BY:

MS. MAJESCA MACLAN Catering Sales Manager Holiday Inn Baguio City Centre