

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT

Regional Office I

NOTICE OF AWARD

May 21, 2019

MS. MARIA GRACIA LLAMSON

Authorized Representative Hotel Ariana Paringao, Bauang, La Union

Dear Ms. Llamson,

We are pleased to inform you that your quotation amounting to TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED FIFTY PESOS AND FIFTY CENTAVOS (Php 220,550.50) for Meals and Accommodation for the activity Program Manager's Regional Roll-out: 2019-2022 NEO Program Orientation & 2018-2020 BNEO Program Updates scheduled on May 23-24, 2019, has been determined to be the Lowest Calculated and Responsive Bid (LCRB).

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,

AMES F. PADRILAN, CESO III

Regional Director, DILG R1 and

Head, Procuring Entity

CONFORME:

MS. MARIA GRACIA LLAMSON

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Authorized Representative

Hotel Ariana

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF SERVICE** is made and entered into this 22nd day of May, 2019 in the City of San Fernando, La Union, Philippines, 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 **HOTEL ARIANA** represented herein by **MS. MARIA GRACIA LLAMSON, Authorized Representative** with office address at Brgy. Paringao, Bauang, La Union, herein referred to as the **Second Party.**

WITNESSETH:

WHEREAS, The FIRST PARTY will conduct "Program Manager's Regional Roll-out: 2019-2022 NEO Program Orientation & 2018-2020 BNEO Program Updates" on May 23-24, 2019 at Hotel Ariana, Paringao, Bauang, La Union.

WHEREAS, the **SECOND PARTY** has the capability of providing venue with food and accommodation for the conduct of the above-mentioned activity at reasonable cost;

NOW, THEREFORE, for and inconsideration of the foregoing premises the parties hereto agree the contents of this Contract to wit:

1. THAT, the SECOND PARTY agrees and binds itself to the FIRST PARTY to provide venue with food and accommodation for the participants who will attend the "Program Manager's Regional Roll-out: 2019-2022 NEO Program Orientation & 2018-2020 BNEO Program Updates" to be held on May 23-24, 2019 at the Hotel Ariana, Paringao, Bauang, La Union, with the contract package of TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED FIFTY PESOS AND FIFTY CENTAVOS ONLY (PHP 220,550.50) as indicated in the approved activity design subject to the qualification that only the actual cost/billing of the SECOND PARTY shall be paid by the FIRST PARTY appearing in the Statement of Account;

2. **THAT** this Contract of Services shall be guaranteed for a minimum of 75% of the total number of participants. If attendance is above minimum, the **SECOND PARTY** shall provide food and accommodation at the same rate for the additional participants:

Proposed No. of Particular No. of Participants Amount Schedule Days May 23, Program Day 1 150 pax (PM Snacks and P525/pax or a total of 2019 Manager's Dinner) P78,750.00 Regional Rollout: 2019-2022 115 pax(Accommodation) P100 / pax or a total of **NEO Program** P11,500.00 Orientation & May 24, Day 2 150 pax Breakfast, AM P868.67/pax or a total 2018-2020 BNEO 2019 Snacks and Lunch of P130,300.50 Program Updates TOTAL = Php 220,550.50



- 3. In case of the unforeseen incidental expenses incurred by the **FIRST PARTY**, the **FIRST PARTY** shall pay the **SECOND PARTY** the amount corresponding to it.
- 4. THAT, if the total number of participants exceed the foregoing guaranteed minimum number of participants, the FIRST PARTY shall pay the SECOND PARTY additional charges which shall be based on the actual number of participants at the indicated rate per person as indicated in Item #2 of this contract. 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;
- 5. **THAT** the payment of the amount due and payable under this contract and the conduct of this activity is based on the approved and signed program/activity design subject to the usual government accounting and auditing rules and regulations;
- 6. THAT, the SECOND PARTY guarantees to provide safe and clean food and accommodation for the said activity to be conducted by the FIRST PARTY, and the latter reserves the right to question any action of, or institute any appropriate action in a proper proceeding against the former for any injury the FIRST PARTY may sustain resulting from any harmful or contaminated food served by the SECOND PARTY;
- 7. **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**;
- 8. **THAT**, this contract shall be binding and may be cancelled/terminated at the option of either party upon prior written notice at least five (5) days before the commencement of the activity.
- 9. **THAT** this Contract shall take effect upon signing of both parties concerned.

IN WITNESS WHEREOF, the parties hereto and do hereby sign this document at the City of San Fernando, La Union, Philippines this 22^{nd} day of May 2019.

For the First Party

JAMES F. FADRILAN, CESO III

Regional Director

DEPARTMENT OF THE INTERIOR AND

LOCAL GOVERNMENT- REGION 1

For the Second Party

MIND (JOMINO)

MARIA GRACIA LLAMSON

Authorized Representative

HOTEL ARIANA

Witness:

PEDRO D. GONZALES

LGCDD Chief

Witness:

CERTIFIED FUNDS A VAILABLE:

AO V/ Regional Budget Officer

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

S.S.

BEFORE ME, a Notary Public for and in May 22, 20, 9, personally appeared

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this

JAMES F. FADRILAN, CESO III

TIN: 125 539 629

MS. MARIA GRACIA LLAMSON

TIN: 09606388

known to me as the same persons who executed the foregoing instrument and they further acknowledged to me that the same is their free and voluntary act and deed as well as that of the entities they respectively represent herein.

This agreement consisting of **three (3)** pages including this page where this acknowledgement is written, signed by said officials and their instrumental witnesses on each and every page thereof, refers to as **CONTRACT** for the purpose herein set forth.

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

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Book No.

Series of 1019

ATTY. ERNESTO V. RAFON, Ph.D. NOTARY PUBLIC UNTIL DEC. 81, 2020 ROLL # 50 781; TIN # 172-170-614 ISP LIFETIME # 1068479; MCLE # V602

2019 MR # 8411008; SEVILLA



DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT

Regional Office I

NOTICE TO PROCEED

May 22, 2019

MS. MARIA GRACIA LLAMSON

Authorized Representative Hotel Ariana Paringao, Bauang, La Union

Dear Ms. Llamson,

With the attached CONTRACT having been approved, you are hereby notified to provide Meals and Accommodation for the activity, Program Manager's Regional Roll-out: 2019-2022 NEO Program Orientation & 2018-2020 BNEO Program Updates scheduled on May 23-24, 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,

JAMES F. FADRILAN, CESO III

Regional Director, DILG 1 and Head, Procuring Entity

RECEIVED BY:

MS. MARIA GRACIA LLAMSON

WBXP power

Authorized Representative Hotel Ariana