

Quezon St., Iloilo City, Philippines 5000 COMMISSION

■ (033) 335-88-21 to 23 = (033) 335-88-24 NAS-4-TEAMR6-11

(0920) 9188821

VAT REG. TIN: 102-266-315-001

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Know All Men By These Presents:

This **Agreement** made and entered into by and between:

REGIONAL PROSECUTION OFFICE REGION VI (DOJ) is a government agency engaged in operations and exercising direct administrative supervision over schools, duly established under the Philippine laws, with principal office address at 4th Floor Iloilo Hall of Justice and represented herein by its Regional Prosecutor, **KENNETH JOHN N. AMAMANGLON**, hereinafter referred to as "**DEPARTMENT OF JUSTICE**".

-and-

CENTURY 21 HOTEL., duly organized and existing by virtue of Philippine laws with principal address at Quezon Street Brgy. Sampaguita, Iloilo Philippines, and represented herein by **DOROTHY ANN R. APOSTOL** as the "SUPPLIER":

WITNESSETH THAT:

WHEREAS, the DOJ (REGIONAL PROSECUTION OFFICE REGION) will be needing 24 rooms for twin sharing arrangement

WHEREAS, the **SUPPLIER**, after thorough evaluation has agreed to provide the specified services listed on this agreement;

NOW, THEREFORE, for and in consideration of the foregoing, the Parties hereby agree as follows:

1. The Orders and Total Cost

The order in this Service Contract is detailed below:

Room accommodation/Function Room						
Room Type	Quantity	Rate	Check In	Check Out	Total # of Nights/Days	Amount
Standard Room(2 siungle Bed)	12	Php 1, 075	October 27, 2022	October 28, 2022	1 night	Php 12, 900.00
Superior Room (1 Matrimonial Bed)	12	Php1, 050	October 27, 2022	October 28, 2022	1 night	PhP 12,600.00
			OVERALL TOTAL			PhP 25, 500.00

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The total cost in this Service Contract is Twenty Five Thousand Five Hundred pesos only (PhP 25, 500.00) Inclusive of Value Added Tax (VAT).

2. The Manner and Total Payment

- 2.1 **DEPARTMENT OF JUSTICE** will pay the **SUPPLIER** through CHECK the total amount stated in the statement of Account after the activity date and may be deposited to Century21 Hotel Bank Account. In the event that it would be charge to the company **DEPARTMENT OF JUSTICE** will send a **Letter of Authority** duly signed by the Regional Prosecutor allowing the **SUPPLIER to** bill the company client.
- 2.2 **DEPARTMENT OF JUSTICE** will pay the **SUPPLIER** full payment including any other incurred charges during the training after the activity

3. Responsibilities of the SUPPLIER

- 3.1 The **SUPPLIER** shall provide ordered service under provision No. 1 Total Orders and Total Cost according to its specifications and description.
- 3.2 The **SUPPLIER** shall make a timely reply to and rectify, correct or make other proper actions in response to observations, recommendations or findings that shall be reported by **DEPARTMENT OF JUSTICE** representatives as to the service indicated under No. 1 Total Orders and Total Cost.
- 3.3 The SUPPLIER shall adhere to all the policies, systems and procedures established by the DEPARTMENT OF JUSTICE to include among others, the submission of signed guest folio, billing statement and official receipts within the agreed time frame, and other attachments that may be justifiably requested and needed by DEPARTMENT OF JUSTICE. The timely compliance of the SUPPLIER with the requirements of this provision shall be a pre-requisite and recurring condition for the approval and release of funds by DEPARTMENT OF JUSTICE

4. Responsibilities:

- 4.1 **DEPARTMENT OF JUSTICE** shall provide the complete guest list with room assignment to **SUPPLIER**.
- 4.2 **DEPARTMENT OF JUSTICE** shall provide the **SUPPLIER** with full payment after completion of service through CHECK.
- 4.3 **DEPARTMENT OF JUSTICE** shall assign______, as its representative who shall be authorized to monitor and coordinate with the supplier for the complete service required from them.

5. Insurance/Injuries/Indemnification

- 5.1 **SUPPLIER** has the sole responsibility to obtain life, accident or medical insurance coverage for its employees;
- 5.2 **SUPPLIER** and its employees shall not be deemed employees **DEPARTMENT OF JUSTICE** for the purpose of this Agreement;



5.3 SUPPLIER agrees to hold DEPARTMENT OF JUSTICE, its affiliates or subsidiaries, or any of its officers, agents and employees harmless from any and all claims, liabilities, losses or damages it may suffer arising from willful acts and/or negligence of third parties while in the performance of its services under this Agreement.

6. Confidentiality

SUPPLIER and its employees agree to hold in confidence for the benefit of **DEPARTMENT OF JUSTICE** any and all non-public confidential information which may be accessed as a result of this Agreement.

7. Assignment or Subcontracting

SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract arrangement to perform any portion of this Agreement, without the written consent of **DEPARTMENT OF JUSTICE**.

8. General Provisions

In case of ambiguity in any of the provisions or conflict in interpretation of any of the Agreement's provisions by either Party, both Parties agree that they shall strive in good faith to resolve these ambiguities and conflicts through open dialogue and negotiations with each other, striving in the end for solutions that would serve the best interest of the beneficiaries of the Project. Recourse to judicial action shall be available only when these options fail.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th of September 2022 at Iloilo City Philippines.

CENTURY21 HOTEL

By:

DOROTHY AND R. APOSTOL Manager, Century 21 Hotel DEPARTMENT OF JUSTICE

By:

KENNEZH JOHN N. AMAMANGLON

Regional Prosecutor Region VI

Signed in the presence of:

CENTURY 21 HOTEL WITNESS

DEPARTMENT OF JUSTICE