

SERVICE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Addendum is made and entered into this 23rd day of JULY 2025 by and between:

The MINDORO STATE UNIVERSITY (MinSU), an institution of higher learning duly organized under and by virtue of Republic Act No. 10596, as amended by Republic Act No. 11006, with principal office address at Alcate, Victoria, Oriental Mindoro, represented in this act by its SUC President III, ENYA MARIE D. APOSTOL, Ph.D., herein referred to as the “First Party”;

-and-

MYDIVE TRAVEL & TOURS INC., a corporation duly existing under the laws of the Republic of the Philippines, represented in this act by its, Resident Manager, JONATHAN G. SOLASCO, with office address at Barangay San Isidro, Puerto Galera, Oriental Mindoro, herein referred to as the “Second Party”.

WITNESSETH:

1. That in view of the prevailing weather conditions brought about by Tropical Depression “Dante” and the newly-formed Tropical Storm “Emong” and pursuant to the advisories issued by the Provincial Disaster Risk Reduction and Management (PDRRM) Office as regards road status, and per recommendation of this University’s Disaster Risk Reduction and Management (DRRM) Committee, participants of the First Party to the event titled, “Mindoro State University Beyond Today: Capacity Building On Framing The Futures And Value Creation,” needs to extend their stay in Puerto Galera for their safety and well-being;
2. That the First Party is in need of emergency services falling under Negotiated Procurement (Emergency Cases), Section 53 (b) of Republic Act (RA) No. 91841 and Section 53.2 of its 2016 Revised Implementing Rules and Regulations (IRR);
3. That the Second Party is capable of immediately providing said services, particularly “Overnight Accommodation with Breakfast and Packed Lunch on July 23-24, 2025 for Sixty-Six (66) Pax in Puerto Galera, Oriental Mindoro”, needed by the First Party;
4. That the Second Party has been found complying and responsive to the services being required and hereby attests of being not related within the third degree of consanguinity or affinity to the representative of the First Party;
5. That in view of hereof, the Second Party is contracted by the First Party to immediately provide the said services for the total contract price of **One Hundred Ninety and Eighty Thousand Pesos Only (PHP190,080.00)**;
6. That the First Party agreed to pay the Second Party in full, upon completion of the services subject to the applicable budget and accounting procedures;
7. That the amount of one-tenth (1/10) of one percent (1%) of the contract amount per day for liquidated damages is hereby declared and understood to include all losses and cost of whatever nature the Government will sustain because of the failure of the Second Party to complete the contract within the stipulated time;
8. This Agreement shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Agreement, and thus, applicable in implementation. This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

First Party



ENYA MARIE D. APOSTOL, Ph.D.
SUC President III

Second Party



JONATHAN G. SOLASCO
Resident Manager

Witnesses:



SHERLYN A. LAYESA, J.D.
Attorney IV



ELREEN S. SOLASCO
Operations Manager

IN WITNESS WHEREOF, both parties have hereunto set their hands this 23rd day of JULY 2025 in Victoria, Oriental Mindoro, Philippines.

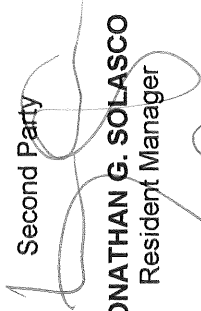
First Party


ENYA MARIE D. APOSTOL, Ph.D.
SUC President III

Witnesses:


SHERLYN A. LAYESA, J.D.
Attorney IV

Second Party


JONATHAN G. SOLASCO
Resident Manager


ELREEN S. SOLASCO
Operations Manager

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of _____) s.s.
Municipality of _____)

BEFORE ME, notary public for and in the above jurisdiction, personally appeared the following:

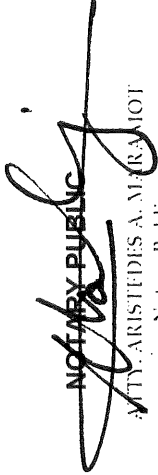
NAME	ID presented	Date / Place Issued
Enya Marie D. Apostol	PRC ID No. 0580640	6-20-2024 / PRC Calapan City
Jonathan G. Solasco	CTC No. CCI20221573535021	02-12-2025 / Puerto Galera

Known to me to be the persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed.

This instrument consisting of two (2) pages including the page wherein this acknowledgement is written had been signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this SEP 02 day of 2025 in 025.

Doc No. 504
Page No. 102
Book No. 12XIII
Series of 2025


NOTARY PUBLIC
ATTY. ARISTEDES A. MARAMBAOT
Notary Public
Until Dec. 31, 2026, NP No. 24-285
PTR No. 4332927/Victoria / 01-02-25
Roll No. 41130 / April 15, 1996
IBP No. 495052 / 01-02-25/Or. Mindoro
MCLE Compliance No. VIII-0013894
Valid Until April 14, 2028