



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET SAN MIGUEL, MANILA

NOTICE OF AWARD

July 11, 2024

Ms. LARMINA ANN M. REMULLA
Banquet Sales Executive – Sales Department
Summit Ridge Tagaytay
Km 58 General Emilio Aguinaldo Highway
Tagaytay, 4120 Cavite

Dear **Ms. Remulla**:

We are pleased to inform you that the project, "**Lease of Venue for the DBM Finance Officers Meeting**," is hereby awarded to your company in the amount of **Seven hundred seventy-two thousand nine hundred twelve pesos only (Php 772,912.00)**.

Based on the evaluation of your submitted documents, the DBM Bids and Awards Committee, through the Finance Service (FS), finds your submission as the lowest calculated and most responsive quotation for the said project.

Thank you and best regards.

Very truly yours,

DANTE B. DE CHAVEZ
Director IV, Finance Service

I acknowledge receipt and acceptance of this Notice on: _____ July 12, 2024

Name of Consultant and/or Representative: _____ Larmina Ann M. Remulla

Authorized Signature: _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE
NOTICE TO PROCEED

July 11, 2024

Ms. LARMINA ANN M. REMULLA
Banquet Sales Executive – Sales Department
Summit Ridge Tagaytay
Km 58 General Emilio Aguinaldo Highway
Tagaytay, 4120 Cavite

Dear **Ms. Remulla:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "*Lease of Venue for the DBM Finance Officers Meeting,*" shall commence upon receipt of this Notice to Proceed.

Thank you and best regards.

Very truly yours,

DANTE B. DE CHAVEZ
Director IV, Finance Service

I acknowledge receipt and acceptance of this Notice on: July 12, 2024

Name of Consultant and/or Representative: Larmina Ann M. Remulla

Authorized Signature:



July 8, 2024

Dir. Dante B. De Chavez
Department of Budget and Management
General Solano St. San Miguel, Manila
Email Address: dbmfinanceservice@dbm.gov.ph
Contact Number: 657.3300 local 3209

Dear Dir. De Chavez,

Warmest greetings from Robinsons Hotels and Resorts – the hospitality management arm of Robinsons Land Corporation!

We are delighted that you have selected us to provide you the necessary services for your accommodation and/or event needs.

Based on your specific requirements, it is our pleasure to extend to you our **preferential rates**, offering you fantastic value on hotel services subject to terms and conditions contained in the **Sales Agreement** and Annex A General Terms attached herein.

All information contained in the Sales Agreement and its annexes are private and confidential and may not be disclosed to any person or third party for whatever reason or purpose.

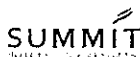
Should you have any inquiries or would like to schedule a hotel inspection, please feel free to contact the undersigned and we will be delighted to address your concerns.

Should the arrangements outlined in the Sales Agreement meet your approval, please indicate your acceptance by initializing all pages including the enclosed, signing the final page, and returning the original agreement to the Hotel on or before the option date provided.

Thank you and we look forward to welcoming you and your guests at any of our hotel properties.

A handwritten signature in black ink, appearing to read "Larmina Ann Remulla", written over a horizontal line.

Larmina Ann Remulla
Banquet Sales Executive





SALES AGREEMENT
Rate Sheet (Confidential) – Accommodation & Facility

Based on the Client's specific requirements, we have outlined the following arrangements in relation to the Agreement for your confirmation:

I. Description of Accommodation

Client Name	Dir. Dante B. De Chavez
Hotel	Summit Ridge Tagaytay
Date of Accommodation	August 7-9, 2024
Client Representative	Dir. Dante B. De Chavez
Client Contact Person	Dir. Dante B. De Chavez

II. Room, Location, Capacity, and Rates

A. The hotel shall tentatively reserve a block of rooms to meet the Client's requirements based on the following terms:

Date	Room Type	Daily Rate	No. of Nights	Total
August 7 - 9, 2024	18 Deluxe Room Twin Occupancy	Php 6,148.00 (With Breakfast for 2)	2	Php 221,328.00
August 7 - 9, 2024	Summit Suite Room	Php 9,573.00 (With Breakfast for 3)	2	Php 19,146.00
August 7 - 9, 2024	Summit Suite Room	Php 9,573.00 (With Breakfast for 3)	2	Php 19,146.00
August 7 - 9, 2024	Summit Suite Room	Php 10,073.00 (With Breakfast for 4)	2	Php 20,146.00
August 7 - 9, 2024	Summit Suite Room	Php 10,073.00 (With Breakfast for 4)	2	Php 20,146.00
Guaranteed Total Charge:				Php 299,912.00

B. The total amount for the accommodations to be provided is inclusive of five percent (5%) service charge, twelve percent (12%) Value-Added Tax and applicable government taxes

Date	Time	Facility	Number of persons	Meals	Package Rate	Total
August 7, 2024	8:00AM – 10:00PM	RAINTREE C	50	AM Snacks Lunch Pm Snacks Dinner	Php 3,570.00/pax	Php 178,500.00
August 8, 2024	8:00AM – 10:00PM	RAINTREE C	50	AM Snacks Lunch Pm Snacks Dinner	Php 3,570.00/pax	Php 178,500.00
August 9, 2024	8:00AM – 3:00PM	RAINTREE C	50	AM Snacks Lunch Pm Snacks	Php 2,320.00/pax	Php 116,000.00
Total Event Requirements						Php 473,000.00
GRANDTOTAL:						Php 772,912.00

C. The total amount for the use of the Facility and for food and beverage for the event is inclusive of applicable government taxes and twelve percent (12%) Value-Added Tax.





III. Authorized Representatives

The authorized representatives of the Client are:

Complete Name	Designation	Specimen Signature
Dir. Dante B. De Chavez	Director IV, Finance Service, DBM	

IV. Option Date

The arrangement outlined in this Agreement will be held on a first option tentative basis until **July 15, 2024**. If the Client does not sign and return this Agreement by this date and pay the required deposit as provided hereunder by the abovementioned date, the hotel reserves the right to cancel all arrangements without notice or obligation to the Client.

V. Payment

The Client shall make the following payments to the hotel according to the schedule set below:

DATE	PAYMENT INSTRUCTIONS
30 Days upon receipt of Statement of Account	<p>100% payment amounting to Seven Hundred Seventy-Two Thousand Nine Hundred Twelve (Php772,912.00) Pesos Only must be settled within 30 days upon receipt of the Statement of Account. Payment may be settled thru cash, check, or bank deposit.</p> <p>Please note that the hotel shall only provide the standard billing requirements, thus payment is expected within the agreed credit terms. Check shall be made payable to Robinsons Land Corporation</p> <p>Request for send-bill arrangement may be allowed provided that the following documents are submitted for management's approval. Subject for credit evaluation by our Treasury team.</p> <ol style="list-style-type: none"> 1. 1 CAF/PO/LOA 2. Signed RHR LOA 3. Valid ID of Authorized Signatory 4. Signed Contract

VI. Cancellation

It is understood that the hotel has reserved the use of the rooms and cancellation will cause the hotel to suffer significant financial losses. Therefore, the Client agrees to the following cancellation policy:

Date	Attrition and Cancellation Terms - Accommodation
July 15, 2024	Signed Agreement must be received otherwise tentative room reservations will be released.
July 15, 2024	100% cancellation charge for the total room reservation charges inclusive of tax and service charge.

Accommodation Terms and Conditions

I. Rates

- A. All rates in this Agreement shall be kept confidential and shall not be disclosed to any third party, directly or indirectly, unless written approval is given by RLC.
- B. All prices quoted in the Agreement are stated in Philippine Peso. If necessary, RLC will claim from the Client any loss on the exchange arising from accounts being settled in other currencies.

dhf





II. Check-in and Check-out Procedure

- A. Hotel check-in time shall be at 2:00 p.m. while check-out time shall be at 12:00 noon.
- B. Early check-in or late check-out shall be subject to room availability and additional charges.

III. Reservation Procedure, Reservation Guarantee

- A. The Client shall provide the hotel with an initial rooming list at least two (2) days prior to the scheduled check-in date. The rooming list should include guest names, arrival/departure dates, flight details, room category, and type of occupancy.
- B. The final rooming list shall be submitted at least two (2) days prior to the scheduled check-in date. Any reservations made after said period shall be subject to availability and the hotel's best available rate.
- C. Guaranteed reservations will be held until 12:00 noon of the following day of the scheduled check-in date.
- D. Non-guaranteed reservations will be released after 4:00 p.m. of the scheduled check-in date.
- E. Only authorized representatives of the Client are allowed to make reservations. A maximum of three (3) persons shall be designated by the Client as representatives. All authorized representatives must be physically present during the provision of accommodation to countersign any revision in the latest name list with the front desk. Verbal revisions shall not be honored.

IV. Master Account

- A. A Master Account will be established for the Client and its guests. At least five (5) days prior to the scheduled check-in date, the Client shall notify the hotel in writing of:
 - 1. The list of charges that are to be billed to the Master Account; and
 - 2. Authorized signatory/ies to sign and approve charges that are to be billed to the Master Account.
- B. The Master Account shall be charged for liabilities specifically indicated in the Agreement.

V. Individual Guest's Account

- A. All guests must identify themselves as making a reservation under the Client to receive the group rate and to have their reservation credited to the Client.
- B. All guest rooms and incidental charges will be billed to the account of each individual guest, to be established in their individual names upon registering with the hotel and payable by such guests upon check-out.
- C. Notwithstanding the foregoing provision, all unsettled individual accounts and charges shall be charged to the Master Account.

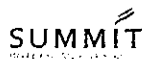
VI. Room Reduction, Cancellation, No Show

- A. Cancellation of guest rooms or "no show" will result in a late cancellation charge as stated in the Attrition and Cancellation Terms in the Agreement. Early departure will be charged for the duration of stay as originally reserved.
- B. The Client shall be responsible for cancellation, no show charges, and/or early departure charges of guests who do not settle the concomitant charges. These charges will be billed to the Master Account.

Facility Terms and Conditions

I. Function Space

- A. The Client hereby acknowledges that it has inspected the Facility as described in the Agreement and has found it to sufficiently meet its requirements.





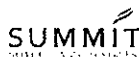
- B. In the interest of safety and in compliance with local regulations, the Client shall not allow and the hotel shall not permit entry in the Facility in excess of the maximum capacity stated in the Agreement.
- C. The capacity of the Facility may change depending on equipment, displays, and/or other installations to be used. The hotel shall not be liable for any loss, damage, or injury arising out of or relating to any inadequacy of the Facility reserved by the Client.
- D. The Facility is assigned according to the expected attendance and set-up of the Client as disclosed to RLC. RLC reserves the right to assign an alternative space more suitable for the requirements of the Client should the estimated or expected attendance change, subject to availability and prior agreement with the Client.

II. Food & Beverage

- A. The Client must provide RLC the guaranteed attendance of each function at least five days (5) days prior to the scheduled use of the Facility, otherwise, RLC shall not be held liable for any delay and/or failure to serve the required food and beverage requirements. RLC agrees to allot a ten percent (10%) buffer over the guaranteed attendance for food and beverage requirements. Guaranteed attendance shall not be subject to reduction. Food and beverage to be served for last-minute increase in the number of attendees beyond the 10% buffer will be the chef's discretion.
- B. RLC shall compute the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.
- C. Should the actual number of persons exceed the maximum guaranteed attendance including the buffer, the food, and beverage charge per additional person will be subject to a ten percent (10%) surcharge.
- D. RLC shall not be liable for any damage or injury due to the service and/or consumption of food and/or beverages during the use of the Facility, including food and/or beverages are taken out of the Facility.
- E. Any food and/or beverage brought in by the Client and/or its guests shall be subject to a corkage fee equal to the amount of the food and/or beverage brought in.

III. Set-up

- A. The Client shall submit to the hotel a lay-out of the event, exhibit, stage, lighting, sound, and technical specifications, equipment, displays, props, backdrops, and other kinds of set-up, including intent to use flammable materials, at least fourteen (14) days prior to the use of the Facility which will be subject to the prior written approval of the hotel and its Life Safety System Coordinator.
- B. All contractors and suppliers must secure a restricted pass from the hotel's Life Safety System Coordinator at least seven (7) days before the event.
- C. RLC shall not be liable for any damage, injury, claim, or any adverse effect relating to the set-up, specifications, equipment, props, and backdrops notwithstanding any approval given by the hotel or its Life Safety System Coordinator.
- D. The organizers, exhibitors, contractors, and suppliers shall use the hotel's service entrance for any entry and exit of equipment, materials, and crew at a time mutually agreed with the hotel.
- E. The Client or its contractors shall not carry out any construction or installation works within the Facility without the prior written consent of the hotel and without paying the required bond in an amount to be provided by the hotel.
- F. The hotel shall have the right to refuse entry to any contractors or suppliers whose works have not been approved. Should there be any loss or damage to the Facility, the hotel and/or its guests, and their property caused by the Client or by the contractors or suppliers engaged by the Client, the Client shall assume the entire responsibility and liability for such loss or damage.





IV. Fire and Safety Regulations

- A. The Client warrants that all of its and its contractors' set-ups, specifications, equipment, displays, props, and backdrops, shall be in compliance with all regulations prescribed by local authorities including, but not limited to, safety and fire regulations.
- B. Obstruction of any fire escapes inside the Facility by seating, stages, equipment, or any other set-up are not permitted under any circumstances.

V. Sound Equipment

- A. The Client shall inform the hotel any of its sound and audio requirements at least fourteen (14) days prior to the use of the Facility. The hotel reserves the right to refuse or prohibit the use of any sound equipment that is expected to cause disturbance to other functions or to guests of the hotel during rehearsals, testing, or on the actual day of the use of the Facility.

VI. Cancellation

- A. The Client shall have no right to cancel the use of the Facility regardless of any reason given without incurring any penalty.

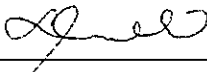
The parties agree to the General Terms and Conditions appended to this Agreement as **Annex "A"**, which forms an integral part hereof.


Should the arrangements outlined in this Agreement meet your approval, please indicate your acceptance by initializing all pages including the enclosed, signing the final page, and returning the original agreement to the Hotel on or before **July 8, 2024**.

Once signed, this document shall then constitute the full and complete binding agreement and the arrangements shall be considered confirmed and definite.

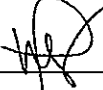
ROBINSONS LAND CORPORATION
HOTELS AND RESORTS DIVISION

Department of Budget and Management

By: 



Dir. Dante B. De Chavez
9

Larmina Ann Remulla
Banquet Sales Executive
Date: July 9, 2024


Frelaine Ann San Pablo-Anupol
Regional Sales Manager- NCR/ Luzon
Date:

By: 

Janice Ian Vicente
Director of Sales
Date:





By: *Jyde Mesa*

Joy De Mesa
Group Director of Sales & Marketing
Date:

By: *Cheryl Mina*

Cheryl Mina
Treasury Manager
Date:





Annex "A"
General Terms
Facility and/or Accommodation

These General Terms and Conditions ("General Terms") shall automatically apply to and form an integral part of any **Sales Agreement** ("Agreement") between Robinsons Land Corporation ("RLC") and with any counterparty ("Client") as may be supplemented by applicable annexes.

The signature of the Client on the Agreement shall be deemed, for all intents and purposes, to be an acceptance of these General Terms. Where there is a conflict between any provision of these General Terms and that of the Agreement, the Agreement shall prevail.

I. Hotel Policies, Rules, and Regulations

- A. The Client, its contractor's, and/or its guests shall abide by all hotel policies, guidelines, and rules and regulations issued, or which may hereafter be issued, by the hotel.
- B. Any violations made by the Client, its contractors, and/or its guests and fines imposable for said violations shall be for the account of the Client.

II. Loss or Damage

RLC shall not be responsible for any loss or damage to the Client's property or the property of any of the Client's delegates or guests. Client agrees that RLC will not be responsible for the safe-keeping of properties, equipment, supplies, or other items left in the Facility or anywhere on hotel property.

III. Advertising

The Client shall not use the name, trademark, logo or other intellectual property of RLC or the hotel in any advertising or promotional materials without the prior written approval of RLC. No sign, banner, or display shall be affixed to any part of the Facility. Any damage caused to the Facility including but not limited to, its walls, fixtures, or carpet, will be billed to the Client.

IV. Interest and Penalties

RLC shall impose an interest and penalty at the rate of two percent (2%) interest and three percent (3%) penalty per month, or a fractional part thereof, compounded monthly, to any outstanding overdue amount until full payment thereof.

V. Force Majeure

Either party shall not be liable for failure to perform their respective obligations if such failure is caused by or due to the occurrence of force majeure which shall include, but is not limited to, acts of God, war, government regulations, disaster, fire, strikes, civil disorder, pandemics or epidemics, or other similar causes beyond the reasonable control of the parties

VI. Assignment

The Client shall not assign, transfer, sublet, part or delegate in whole or in part, any of its rights and obligations covered by the Agreement to any third person, juridical or otherwise, without the prior written consent of RLC. Where an assignment or transfer is made or permitted hereunder, the assignee shall be bound by the provisions of the Agreement to the fullest extent that the assignor is bound hereby. Notwithstanding the assignment, transfer or delegation of rights as may be allowed by RLC, the Client shall continue to be jointly and severally liable to RLC for the actions of the party to whom the rights and obligations have been assigned, transferred or delegated, unless the Client obtains from RLC an express written release from these obligations. RLC may assign or transfer any or all of its rights and obligations in the Agreement upon notice to the Client.

VII. Confidentiality

- A. The Client hereby undertakes not to reproduce, distribute, transmit, transfer, or disclose to any third party, directly or indirectly, in any form, by any means or for whatever purpose, the contents of the Agreement and its annexes ("Confidential Information"). The confidentiality requirement herein imposed shall survive the termination or expiration of this Agreement.
- B. The foregoing provision notwithstanding, if the Client is legally compelled or required by any governmental body, court, or competent authority to disclose any such Confidential Information, the Client shall promptly notify RLC so that RLC may be able to seek a protective order or avail itself of other appropriate remedies to prevent or minimize the extent of the disclosure.

VIII. Liability and Indemnity

- A. The Client shall be jointly and severally liable with the Client's guest or contractors for any losses or damages which RLC may incur by virtue of the acts, omissions, fault, or negligence of the Client's guest or contractors.
- B. In the provision of accommodation and its incidents, RLC shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. RLC's maximum liability for any damages arising out of or related to the Agreement or its annexes, whether in contract or tort, or otherwise, shall be limited to the amount of the fees the Client paid, or is required to pay, RLC or any other instrument giving rise to the liability, and if such damages result from the Client's use of products or service offerings, such liability shall be limited to the fees the Client paid, or is required to pay, RLC for the deficient product or service offerings giving rise to the liability.
- C. The Client agrees and guarantees to defend, indemnify and hold RLC free and harmless from and against any and all charges, suits, damages, costs, expenses (including legal fees on a full indemnity basis), judgment, penalties, claims, liabilities, or losses of any kind or nature whatsoever, which may be sustained or suffered by or secured against RLC by reason of, based upon, or arising out of any breach of any obligation of the Client under this Agreement, including its annexes, or any other action of or omission by the Client.

IX. General Provisions

- A. **Entire Agreement.** The Agreement and its annexes sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, arrangements and understandings relating to the subject matter thereof. RLC shall not be bound or be liable for any alleged representation, promise, inducement, understanding or statement of intention not so set forth therein.

It is expressly agreed that the terms of the Agreement and its annexes shall supersede the terms in any purchase order or any other similar non-RLC document and no terms included in any such purchase order or other non-RLC document shall apply to the accommodations offered.

- B. **Amendment.** The Agreement and its annexes may be amended, modified, superseded, or cancelled only in writing signed by both Parties.

No Waiver. The failure of RLC at any time to require performance of any provision of the Agreement shall in no manner affect the right of





RLC at a later time to require its performance. The waiver, whether by conduct or otherwise, by RLC of any part or provision of this Agreement or of the breach thereof in any one or more instances shall not be construed as a further or continuing waiver of such term or provision or breach thereof.

C. **Severance.** Should any provision of the Agreement be declared null, void, or unenforceable by any competent government agency or court, such declaration shall not affect the other provisions of the Agreement which are capable of severance and which will continue unaffected.

D. **Governing Law, Venue and Costs of Suit.**

1. The Agreement shall be governed by and construed in all respects in accordance with Philippine laws.

2. Should there be any dispute concerning the interpretation or implementation of any provision of this Agreement, the Parties hereto shall exert every effort to settle the dispute amicably. Should the Parties fail to reach an amicable settlement within thirty (30) days from receipt of a notice of dispute, the dispute shall be referred to and finally resolved by binding arbitration administered by the Philippine Dispute Resolution Center, Inc. (PDRCI) and conducted in accordance with the PDRCI Domestic Arbitration Rules then in effect and the Arbitration Law of the Philippines. The number of arbitrators shall be three (3), with each Party appointing one (1) arbitrator and the third arbitrator appointed by the first two (2) arbitrators. The arbitration proceedings, including any legal proceedings, shall be filed and conducted in Pasig City, Philippines only and the award shall be rendered in the English language. The Parties acknowledge that any award rendered pursuant to this Section shall be final, binding and enforceable.

3. If any legal action, suit or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach or default in connection with any provisions of the Agreement, the prevailing Party shall be entitled to recover the reasonable attorney's fees and litigation expenses incurred in such action, suit or proceeding, in addition to any other relief to which it may be entitled.

E. **Own Costs.** Except as otherwise provided, each of the Parties undertake and agree to bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of the Agreement and performance of the transactions contemplated herein.

F. **Counterparts, Electronic Signature.** The Agreement may be executed in any number of counterparts and by the different Parties hereto, each of which separate counterparts when executed and delivered shall constitute an original, but all of which when taken together shall constitute one and the same document. No counterpart shall be effective until each Party has executed at least one counterpart. The Agreement may be executed by way of electronic signature. Electronic signatures shall have the same force and effect as original manual signatures and shall be binding among the Parties. In case executed electronically, the best evidence of the Agreement shall be a copy thereof bearing electronic signatures, in portable document format (pdf) or any other electronic format intended to preserve the original graphic and pictorial appearance, of the document.

G. **Acknowledgment.** The Parties acknowledge that they and each of them have read the Agreement and its annexes, including these General Terms, in full; are cognizant of each and every one of the terms and provisions thereof and are agreeable thereto; and the signatures of their representatives as affixed on the Agreement shall be deemed for all intents and purposes to have been affixed on these General Terms, as the wholly voluntary act of the signatories thereto and that such persons were duly authorized to sign the same.

X. **PAYMENT CHANNELS**

A. Company's payments to RLC may be made via the following channels:

- a. Cash;
b. Manager's Check;
c. Deposit or wire transfer of immediately available funds to any of RLC's bank accounts indicated below:

Robinsons Bank

Account Name: Robinsons Land Corporation
Account No.: 100-23-017057-5
Branch: Robinsons Galleria
Address: Galleria Corporate Center,
EDSA cor. Ortigas Ave., Quezon City
Swift Code: ROBPPHMQXXX

BDO

Account Name: Robinsons Land Corporation
Account No.: 4958023217
Branch: Robinsons Galleria
Address: Basement 2 Park Avenue,
Robinsons Galleria, Ortigas Ave., Quezon City
Swift Code: BNORPHMM

Landbank

Account Name: Robinsons Land Corporation
Account No.: 3131-0268-70
Branch: DOTC Branch
Address: Unit 14 GF Columbia Tower,
East Wack Wack, Ortigas Ave., Mand. City
Swift Code: TLBPPHMM

B. **NOTICES**

Notices, invoices and all communication required to be given to the other Party under this Agreement shall be in writing and addressed as follows:

To RLC -

ROBINSONS LAND CORPORATION - Hotels and Resorts Division
7th Floor Robinsons Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Pasig City
Attention: Joy De Mesa
Tel. No.: +63 8397-0101 local 501
Email Address: Joy.DeMesa@robinsonsland.com
[Nothing follows.]

CONFORME:

Department of Budget and Management

By:

[Handwritten signature]

Dir. Dante B. De Chavez

[Handwritten initials]



