



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

NOTICE OF AWARD

27 AUG 2024

ALYSSA SHAYNE CALO

F&B Executive
Hotel Oasis Butuan
J.C. Aquino Ave., Butuan City, Agusan Del Norte

Dear **Ms. Calo**:

We are pleased to inform you that the contract for the Project, "Lease of Venue for the Philippine Open Government Partnership (PH-OGP) Institutionalization Activities in Region XIII," is hereby awarded to Hotel Oasis Butuan in the amount of Three Hundred Thirty-Seven Thousand Six Hundred Pesos (P337,600.00) only.

Based on the evaluation of your submitted documents, the Philippine Open Government Partnership Project Management Office¹ finds your submission as the single calculated and most responsive quotation for the project.

Thank you and God Bless.

Very truly yours,

ROLANDO U. TOLEDO

Undersecretary

Conforme:

ALYSSA SHAYNE C. CALO

Name of Authorized Representative

Hotel Oasis Butuan

Date: 8/28/2024

¹ Authorized under Department Order No. 26, s. 2023 dated October 23, 2023 - Guidelines on the Conduct of Procurement through Alternative Methods of Procurement in the DBM Central Office



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

NOTICE TO PROCEED

27 AUG 2024

ALYSSA SHAYNE CALO

F&B Executive
Hotel Oasis Butuan
J.C. Aquino Ave., Butuan City, Agusan Del Norte

Dear **Ms. Calo**:

This is to inform your company that the performance of the obligations specified in the attached Contract for the Project, "Lease of Venue for the Philippine Open Government Partnership (PH-OGP) Institutionalization Activities in Region XIII," shall commence upon receipt of this Notice to Proceed.

Thank you and God Bless.

Very truly yours,

ROLANDO U. TOLEDO
Undersecretary

Conforme:

Alyssa Shayne Calo
Name of Authorized Representative
Hotel Oasis Butuan


Date: 8/28/2024

SALES CONTRACT

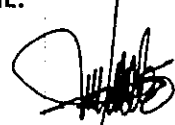
DEPARTMENT OF BUDGET AND MANAGEMENT

DATE	PARTICULARS	RATE	QUANTITY	TOTAL
	<u>FUNCTION MEALS</u>	-		
August 30, 2024	LUNCH BUFFET	PHP 450	300 PERSONS	PHP 135,000.00
GRAND FELIPE 11:00AM-8:00PM	PM SNACKS	PHP 200	300 PERSONS	PHP 60,000.00
	LEDWALL	PHP 15,000	1 DAY	PHP 15,000.00
	<u>ACCOMMODATION</u>			
AUG 29-31, 2024 2 NIGHTS	STANDARD TWIN ROOM	PHP 2,900	20 ROOMS	PHP 116,000.00
AUG 28-29, 2024 1 NIGHT	STANDARD TWIN ROOM	PHP 2,900	4 ROOMS	PHP 11,600.00
TOTAL OF FUNCTION ROOMS, MEALS AND ACCOMMODATION				PHP 337,600.00
TOTAL AMOUNT PAYABLES				PHP 337,600.00

HOTEL OAZIS REPRESENTATIVE:


ALYSSA SHAYNE C. CALO
 F& B EXECUTIVE

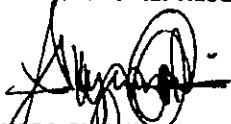
CONFORME:


ROLANDO J. TOLEDO
 UNDERSECRETARY

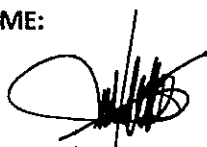
Date:

IN WITNESS WHEREOF, the parties have hereunto set their signature at Hotel Oasis, J.C. Aquino Avenue, Butuan City, and this 27th day of August 2024.

HOTEL OAZIS REPRESENTATIVE:


ALYSSA SHAYNE C. CALO
F& B EXECUTIVE

CONFORME:

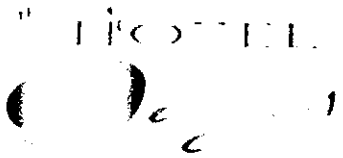

ROLANDO U. TOLEDO
UNDERSECRETARY

Date:

- The Hotel reserves the right to transfer clients to an alternative meal venue and / or conference venue with the same initial agreement and set up based on the guaranteed venue should the assigned venue become unavailable due to unavoidable circumstances.
- In case of overflow in the number of guests, the Hotel will only allocate 10% excess of the guaranteed number of persons. Each person counted within the 10% excess shall be charged the same quoted rate
- Should there be an increase of number of attendees, exceeding to 10% excess allowance, menu shall be subject to chef's discretion and shall be charged accordingly.
- CASH BAR – other order of drinks to be charged to personal account and to be settled upon individual consumption in cash or credit card only. If chargeable to the company, all orders shall be signed by the authorized signatory and said charges shall be included in the master's folio as incidentals to be settled upon check – out.
- Total guaranteed package cost, incidentals and other charges are net of any applicable taxes, i.e. Expanded Withholding Tax, VAT, Percentage Tax and other taxes, that may be imposed upon the Hotel or client
- In case of no show, guaranteed function room charge and meals covers shall be charged to the contracting party.
- Incidental charges such as telephone bills, laundry, room service or anything not indicated in the contract shall be on individual account as CASH BASIS.
- Rooming list must be properly coordinated by the contracting party one week before the function date or else the hotel will not be held responsible should problems or complains arises.
- The hotel requires that a waiver be signed between the contracting party and the hotel concerning PACKED MEALS.
- CHOSEN MENU must be provided two weeks prior to actual date of the function, otherwise meals to be served shall be on the chef's discretion.
- Last minute requirements shall not be entertained or shall be charged accordingly.
- For proper coordination or to avoid confusions, only the official coordinator of the contracting party or any of the Organizing Committee shall be entertained by the Sales and Marketing Department with regards to instructions and requirements. No other personnel from the side of the contracting party can transact except the stipulated personnel.

GENERAL CONDITIONS OF THE HOTEL

1. All food and beverage items shall be purchased exclusively from Hotel Oasis. It is agreed and understood that the party named (herein below referred to as the PATRON) is not permitted to bring in the Hotel any such as food and beverage items
2. The PATRON agrees to pay for the number of covers, drinks, incidentals, and other charges as stated hereof. PATRON agrees that the number of persons (PAX) shall be determined exclusively by the representatives of the Hotel and shall be basis for final billing.
3. The PATRON also agrees to pay the guaranteed number of guests as indicated on this contract or the actual number of guests whichever is higher. The Hotel will set up facilities for the PATRON guaranteed number of guests.
4. The PATRON shall advise the Hotel in writing of the guaranteed number of guests at least seventy two (72) hours before the date and time of the booking. In case, no such notice is received by the Hotel it shall be understood and agreed that the guaranteed number of guests shall be that already indicated in this contract. The Hotel shall not be responsible for any delay in food replenishment should the actual number of guests exceed more than 10% spill over allowance
5. No decrease in the guaranteed minimum shall be accepted after the contract has been signed. Cancellation shall no longer be allowed. In case of cancellation, the PATRON agrees to pay a cancellation charge equivalent to the total guaranteed cost if less than 30 days prior to date of function.
6. For confirmation of the function, the PATRON agrees to pay 50% of the estimated revenue not later than 15 DAYS before the function. With the exemption, of those with credit line, a Letter of Authorization (LOA) / Certificate of Availability of Fund (CAF) is required. Should the total package exceed the approved credit line, the PATRON agrees to pay the corresponding excess amount not later than 15 days before the function.
7. Any loss, damage or injury that the Hotel and / or other Hotel's guests may suffer attributed to acts or omission of the PATRON and / or his guests during the contracted function shall be for the account of and / or liability of the PATRON.
8. PATRON agrees not to hold the Hotel liable for failure to comply with this agreement due to the following reasons: consequence of war, change of statutes of the Philippine Government, strikes, riots and other civil disturbances, force majeure, labor disputes, or other cause beyond its control.
9. The PATRON herein understands and agrees that the Hotel shall not, in any way whatsoever, be responsible or liable to the PATRON for any loss, damages or injuries cause to or sustained by the PATRON, or his guests by reason of cause beyond the Hotel's control, including but not limited to, robbery, theft, pilferage, fire, flood or any contingency of whatsoever kind of nature.
10. Hotel reserves the right to change the menu as indicated in this agreement at any time in the event of non-availability of raw materials and other justified reasons.
11. Any and all amenities offered by the Hotel as indicated in this contract shall be subject to availability of materials and / or facilities.
12. If the PATRON is a corporation, partnership or an organization, the person or persons signing for and in behalf of the corporation, partnership or organization shall be personally, jointly and severally liable to the Hotel for the payment of the obligation herein incurred for the FUNCTION and / or any damages and / or losses incurred by the Hotel during or by reason of such FUNCTION caused by willful acts, omission or negligence of the client or its guests. The signing and execution of this agreement show conformity on his / her part to be jointly and severally liable personally together with the PATRON whom he / she represents.
13. In case of suit against the PATRON by the Hotel for the collection of the unpaid accounts, attorney's fees, litigation cost, and other expenses shall be charged to the PATRON.
14. The court of Butuan City shall have the exclusive venue to try any dispute or difference or legal action, which may arise between the parties under this contract.
15. Form of payment: Payment maybe in cash, manager's or cashier's check. Personal checks are not acceptable.
16. The PATRON hereby authorizes the Hotel to check his / her credit references.



CANCELLATION POLICY


Cancellation shall be treated as follows:

1. Full reimbursement of deposit posted for cancellation made at least one (1) month or 30 days prior to the date of the function.
2. Upon signing of this agreement, the Hotel will block the facilities (room/s and function room/s) and services on the dates stipulated for the benefit of the CLIENT. Consequently, should the CLIENT cancel the function for whatever reason, the following penalty charges shall apply:

* Thirty (30) days and above before the actual date of function:	No penalty charges
* Twenty (20) days and above before the actual date of function:	40% of total guaranteed cost
* Ten (10) days and above before the actual date of function: cost	60% of total guaranteed
* Three (3) days and above before the actual date of function: cost	100% of total guaranteed
* Actual date: cost	100% of total guaranteed


IN WITNESS WHEREOF, the parties have hereunto set their signature at Hotel Oasis, J.C. Aquino Avenue, Butuan City, and this 23RD day of August 2024.

HOTEL OAZIS REPRESENTATIVE:


ALYSSA SHAYNE C. CALO

F& B EXECUTIVE

CONFORME:


UNDERSECRETARY ROLANDO U. TOLEDO
08/28/2024