

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

## **NOTICE OF AWARD**

February 23, 2024

## MS. CHRISTINE JOY LORIO

Sales Account Executive The Oriental Legazpi Taysan Hill, Sto. Niño Village Legazpi City, Albay

### Dear Ms. Lorio:

We are pleased to inform you that the project "Lease of Venue for the Philippine Open Government Partnership (PH-OGP) Institutionalization Activities (Bicol Region)" is hereby awarded to The Oriental Legazpi in the amount of Nine Hundred Eighty Thousand Five Hundred Pesos (P980,500.00) only.

Based on the evaluation of your submitted documents, the DBM Bids and Awards Committee through the Fiscal Planning and Reforms Bureau finds your submission as the lowest calculated and most responsive quotation for the said project.

Thank you very much.

Very truly yours,

MARY JDY O. DE LEON Acting Director IV Fiscal Planning and Reforms Bureau Department of Budget and Management

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FUDRUARY 27, 2024



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

# NOTICE TO PROCEED

February 23, 2024

MS. CHRISTINE JOY LORIO

Sales Account Executive The Oriental Legazpi Taysan Hill, Sto. Niño Village Legazpi City, Albay

Dear Ms. Lorio:

This is to inform your company that 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 (Bicol Region)*", shall commence upon receipt of this Notice to Proceed.

Very truly yours,

MARY JOY O. DE LEON Acting Director IV, FPRB

I acknowledge the receipt and acceptance of	this Notice or	February	27,2024
Name of Consultant and/or Representative	CHTR ISTIRE	JOY N. LOR	

Authorized Signature: entica



G/F The Oriental Legazpi, Sto. Nino Village. 🔗

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### ROOMS AND BANQUET CONTRACT

Title of Event	: OGPinas Legazppi
Date	: March 7 to 9, 2024
Hotel	: <u>THE ORIENTAL LEGAZPI</u> – Mayon Imperial & LKY Grand Ballroom

This Contract is entered into by and between:

Address: Taysan Hill, Legazpi Cily	Address: DBM General Solano St. San Miguel, Manila
Authorized Representative/s: Christine Joy Lorio	Authorized Representative: Mary Joy O. De Leon
Designation: Senior Sales Account Executive	Designation: Acting Director
Mobile Number: 0908,865,4935	Mobile Number: 09209430435 / 0920943435
Telephone No. : n/a	Telephone No. : n/a
Email : albay-sales@theorientalhotels.com	Email: <u>mdelcon@;dbm.gov.ph</u> /knagales@dbm.gov.ph

RECITALS:

The Client secured the services of the Hotel to provide the following:

NO OF ROOMS	NOTOF	ROOM TYPE	RATE	TOTAL	<u>ROOM_INCLUSIONS:</u> Buffet Breakfast based on number of allowed room
1	2	Deluxe Twin- Mountain View	6200	12,400.00	occupants <ul> <li>Complimentary Wi-Fi access</li> </ul>
15	2	Deluxe Twin- Mayon View	6800	204,000.00	<ul> <li>Complimentary bottled water, replenished daily</li> <li>Daily housekeeping service and turn-down service</li> </ul>
6	2	Deluxe Queen Mayon View	6800	81,600.00	upon request <ul> <li>In-room safe</li> </ul>
6	2	Deluxe Queen Mountain View	6200	74,400.00	<ul> <li>24-hour Security</li> <li>In-room coffee and tea making facilities</li> <li>Free access to gym and use of pool</li> </ul>

The Oriental Hotels & Resorts

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March 7, Mayon Managed Buffet 50 pax 1200/head Php60,000.00 March 8, Mayon Managed Buffet Lunch 100 pax 1200/head Php120,000.00 March 8, Mayon Managed Buffet Lunch 100 pax 1200/head Php120,000.00 March 8, Mayon Managed Buffet Lunch 100 pax 1200/head Php120,000.00 March 8, Mayon Managed Buffet Lunch 100 pax 1200/head Php120,000.00 March 8, Mayon Managed Buffet Lunch 100 pax 1200/head Php120,000.00 March 8, Mayon Managed Buffet Lunch 100 pax 1200/head Php120,000.00 Table Set-up	1		Date of event: March	7-8, 2024			• Complimentary four (4) hours use of function room on March 8, 2024- LKY
March 7, 2024Mayon ImperialManaged Buffet Dinner50 paxJ200/headPhp60,000.00pax March 8, 2024 – PM suacks 300 pax March 8, 2024 – Managed Buffet Din 50 paxMarch 8, 2024Mayon ImperialManaged Buffet Lunch Imperial100 pax1200/headPhp120,000.00March 8, 2024 – Managed Buffet Din 50 paxLKY Grand BallroomPm Snacks ( Heavy Snacks)300 pax1077/headPhp323,100.00Table Set-upMayon Imperial DinnerManaged Buffet Dinner50 pax1200/headPhp60,000.00Table Set-upMayon Imperial DinnerManaged Buffet Dinner50 pax1200/headPhp60,000.00Standby Personnel during the event	~DATE?	VENUE	MEAL		RATE	TOTAL	<ul> <li>Food Requirement: March 7, 2024- Managed Buffet Dinner 5 pax</li> </ul>
March 6, Maryon Managed Bullet Lunch 100 pax       1200/head       Php120,000.00       CHEF'S DISCRETION         2024       Imperial       LKY Grand       Prn Snacks (Heavy 300 pax       1077/head       Php323,100.00       Table Set-up         Ballroom       Snacks)       Snacks)       AV Equipment: Projector with wide s Podium w/ 1-2 microphones (upon availability)         Mayon Imperial       Managed Bulfet       Basic Sound System.         Dinner       50 pax       1200/head       Php60,000.00		•		50 pax	1200/head	Php60,000.00	pax March 8. 2024 – PM snacks 300 pax March 8, 2024 – Managed Buffet Dinner
<ul> <li>LKY Grand Prin Snacks (Heavy 300 pax 1077/head Php323,100.00 Ballroom Snacks)</li> <li>AV Equipment: Projector with wide s Podium w/ 1-2 microphones (upon availability)</li> <li>Basic Sound System.</li> <li>Standby Personnel during the event</li> </ul>		•	Managed Buffet Lunch	100 pax	1200/head	Php120,000.00	
Mayon Imperial Managed Buffet Dinner 50 pax 1200/head Php60,000.00 • Basic Sound System. • Standby Personnel during the event				300 pax	1077/head	Php323,100.00	AV Equipment: Projector with wide scree Podium w/ 1-2 microphones (upon
		Mayon Imperial	v	50 pax	1200/head	Php60,000.00	<ul><li>Basic Sound System.</li><li>Standby Personnel during the event</li></ul>
March 8, LED wall Php45,000.00	,	LED wall				Php45,000.00	• rads and rench

SUMMARY OF CHARGES		PAYMENT TERMS AND BANK DETAILS
ROOMS:	Php372,400.00	PAYMENT:
BANQUET :	Php608,100.00	<ul> <li>100% send bill arrangement, client must provide either of the following documents to guarantee their event: Notice of Award, Notice to Proceed, Purchase Order, Certificate of Availability of Fund, Contract of Service or Letter of Agreement.</li> </ul>
TOTAL:	PHP980,500.00	<ul> <li>50% Down payment is required upon signing of the Contract. Remaining balance must be settled 15 days prior to the event date.</li> </ul>
SALES Nettolsales S%Service(Charge) Less (12/Avat) GRANDITOTAL CHARGES	Php980.500.00 Php838.034/2 Php41/901c71 Php100/564/1 Php980.500.00	<ul> <li>Non-payment on the prescribed payment due dates is a ground for cancellation of the event which shall be covered by the Standard Cancellation Policy of this Contract</li> <li>Total Contract price is inclusive of Service Charge and Vat</li> <li>Any payment made by the CLIENT to the HOTEL is non-refundable.</li> <li>The hotel only accepts cash, credit card, and dated company check as a form of settlement. Company check has to be made payable to The Oriental Hospitality and Restaurant Management Services Inc. and must be transmitted to the HOTEL prior to or upon check-in.</li> <li>If payment is made via bank transfer, kindly send copy of the deposit slip to the email indicated above. Payment must be made to:</li> <li>Bank Name: PNB</li> <li>Account Number: 2526-7000-0972</li> <li>Branch: Legazpi City, Albay</li> <li>TIN: 497-126-588-00008</li> </ul>

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1. The total amount payable to the Hotel may increase because of incidental and other authorized charges.

2. The Php 500.00 security deposit required upon check-in is refundable upon check-out unless there is damaged/lost item, which will be deducted from the security deposit.

HOTEL ROOMS & BANQUET - RULES AND POLICY

3. Any other incidental expenses incurred by the participant should be charged on PERSONAL ACCOUNT and must be settled in full upon check-out.

4. CHECK-IN/OUT TIME - The HOTEL's standard check-in time starts at 2:00 p.m. Check-out time is at 12:00 noon. Early check-in and late check-out are subject to the availability of rooms.

### 5. REVISION/AMENDMENT

- Additional room accommodation is subject to room availability.
- Additional meals required by the CLIENT may be allowed by the HOTEL provided that notification shall be advised at least seventy-two (72) hours prior to the arrival date. The hotel will impose a surcharge of 10% per person based on the agreed meal rates.
- Reduction in the guaranteed number of rooms and the number of covers on the food and beverage arrangements will be charged based on the HOTEL's cancellation policy.
- The Hotel does not allow leftover foods to be packed or be brought inside the room or for take home without the signed Take Out agreement form.
- Bringing in food and drinks from outside the hotel shall not be allowed.

#### 6. CANCELLATION POLICY

cancellation policy shall be applied.

- Cancellations made 60 days prior to the event shall be charged with a cancellation fee equivalent to 30% of the total contracted price.
- Cancellations made 30 days prior to the event shall be charged with a cancellation fee equivalent to 50% of the total contracted price.
- Cancellations made 15 days prior to the event shall be charged with a cancellation fee equivalent to 100% of the total contract price.
- Request for postponement of an event/changes in booking dates shall be subject to the approval of the management. Otherwise, the

A penalty surcharge of five (5%) percent shall be imposed for accrued past due accounts on a monthly basis. The hotel only accepts Cash and Dated Company Check as form of settlement. Company check has to be made payable to

### The Oriental Hospitality And Restaurant Management Services Inc.

7. Clients, who are also withholding agent/s, must submit: (a) Certificate of Creditable Withholding Tax equivalent to 2% of the bill, exclusive of VAT; and (b) proof from BIR that Client belongs to the top 10, 000 corporations of the Philippines, upon settlement of the final billing. The Hotel will require full payment in case of failure to provide these documents.

8. OFFICIAL SIGNATORIES - That the signatory of this contract is the Client and/or the authorized representative of the Client,

9. Other terms and conditions.

- The Hotel strictly prohibits racking, sticking and/or hammering any material in the walls, ceilings, floor, doors, fixtures of the venue. In case of damages, the Client shall be charged accordingly.

- The Hotel operates a No Smoking Policy in the public areas and bedrooms except in the assigned smoking area located at the entrance of the hotel. Should we believe that a guest has been smoking in bedrooms or any other part of the hotel, a Smoking Fine of Php 5,000 will be charged for deep cleaning and the guest will also be asked to leave the premises.

- Any disturbance or discontinuance of this agreement due to causes beyond the control of the HOTEL shall confer no right or cause of actions against the HOTEL, nor shall the terms and conditions of such agreement be deemed effective and/or continued thereby.

- The Hotel will not be liable for any losses within the premises.

- The Hotel reserves the right to issue additional terms and conditions from time to time that may be necessary for the safety and protection of the guests, and preservation of the interest of the HOTEL. Such terms and conditions when so issued shall have the same force and effect as if originally made a part of this Agreement.

10. Privacy Notice. The Hotel respects your rights to privacy and is committed to the protection of your personal data in compliance with the Data Privacy Act of 2012 and its implementing rules.

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### The Oriental Hotels & Resorts

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10.1 What we collect: Full name, (please indicate details that you require), and such other information as may be needed to process this Contract.

10.2 Purpose of collection: The Hotel and its authorized personnel shall process your personal data for the following purposes: (a) to perform the services you require from us; (b) to comply with legal and mandatory requirements under existing regulations; and (c) to further the

Company's legitimate purpose related to the hospitality industry, such as but not limited to, data analytics to improve our services. We shall process your data in accordance with our privacy policy which you may access on our website.

10.3 Data protection: We have organizational, physical and technical security measures in place to keep your personal and transactional data secured and protected from unauthorized access, collection, use, disclosure, or similar privacy risks.

10.4 Data Privacy Rights: You may reach out to the Hotel's General Manager in case of immediate questions or concerns relating to the processing of your personal data.

11. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. All disputes arising from this Contract shall be filed in the courts of the City of Manila, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOFF, the parties hereto sign this document on the date and place stated below:

On Behalf of Hotel:

Ms. Christine Joy Lorio

Sales Account Executive

Date: FEB 2 3 2024

Place:

Mr. Ramil F. Lagrosa

General Manager

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d Signatory Name:

On Behalf of the Client:

FEB 2 7 2024 Date:

Place: \_\_\_

By:

#### The Oriental Hotels & Resorts