



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

NOTICE OF AWARD

October 21, 2024

MS. VIORY YVONNE JANE0
Vice-Dean, School of Economics
University of Asia and the Pacific (UA&P)
Pearl Drive, Ortigas Center, Pasig

Dear **Vice-Dean JANE0**:

We are pleased to inform you that the contract for the project of Lease of Venue with Provision of Setup, Meals, and Refreshments for the Conduct of the 2024 Fiscal Policy Conference, is hereby awarded to the **University of Asia and the Pacific (UA&P)** in the amount of **P767,140.00**.

Based on the evaluation of your submitted documents, the Office of the Assistant Secretary Romeo Matthew T. Balanquit (OARTB) finds your submission as the **single calculated and responsive quotation** for the project.

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

Conforme: 



MS. VIORY YVONNE JANE0
University of Asia and the Pacific (UA&P)
Date: October 21, 2024



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

NOTICE TO PROCEED

October 21, 2024

MS. VIORY YVONNE JANE0
Vice-Dean, School of Economics
University of Asia and the Pacific (UA&P)
Pearl Drive, Ortigas Center, Pasig

Dear **Vice-Dean JANE0**:


This is to inform your company that the performance of the obligations specified in the attached Contract for the Project, **Lease of Venue with Provision of Setup, Meals, and Refreshments for the Conduct of the 2024 Fiscal Policy Conference**, shall commence upon receipt of this Notice to Proceed.

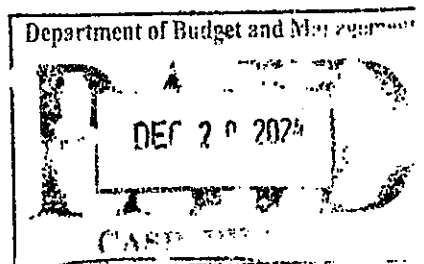
Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

Conforme:


Ms. VIORY YVONNE JANE0
University of Asia and the Pacific (UA&P)
Date: *November 16, 2024*



AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

UNIVERSITY OF ASIA AND THE PACIFIC, of the **UNIVERSITY OF ASIA AND THE PACIFIC FOUNDATION, INC.**, a corporation duly organized and registered under the laws of the Republic of the Philippines, with office at Pearl Drive, Ortigas Center, Pasig City, 1605, Metro Manila, Philippines, represented herein by its *Vice-Dean, School of Economics*, **VIORY YVONNE JANE0**, hereinafter referred to as the "**FIRST PARTY**";

-and-

DEPARTMENT OF BUDGET AND MANAGEMENT (DBM), a government entity organized under the laws of the Republic of the Philippines, with office at General Solano St., San Miguel, Manila, represented herein by its *Secretary*, **AMENAH F. PANGANDAMAN**, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH:

WHEREAS, the FIRST PARTY operates UA&P and is authorized to lease meeting rooms and other spaces to interested parties;

WHEREAS, the SECOND PARTY desires to hold the 2024 FISCAL POLICY CONFERENCE (hereinafter referred to as the "Event") at UA&P, and proposes to lease certain rooms and spaces described in "*Annex A*," which is an integral part of this Agreement (hereinafter referred to as the "Venue");

WHEREAS, the FIRST PARTY, relying on the representations made by the SECOND PARTY, agrees to lease the Venue under the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants herein, the parties hereby agree as follows:

1. Subject Matter

This Agreement refers to the lease by the SECOND PARTY of the Venue from the FIRST PARTY for the Event during the specified period (the "Lease Period").

2. Aggregate Charges

The total charges for the use of the Venue, including facilities and technical services provided by the FIRST PARTY, as detailed in Annex A (the "Aggregate Charges"), shall be paid by the SECOND PARTY. The total amount is **Seven Hundred Sixty-Seven Thousand One Hundred Forty Pesos (Php 767,140.00)**, plus applicable taxes, including VAT.

3. Additional Charges

The SECOND PARTY shall be liable for the following additional charges, as determined by the FIRST PARTY:

- a. Use of facilities, equipment, or technical services beyond the Lease Period.
- b. Food and beverages not included in the Aggregate Charges.
- c. Electricity for equipment brought to the Venue.
- d. Installation of telecommunications or cable equipment upon request.
- e. Changes in venue layout requested by the SECOND PARTY.
- f. Selling or distributing items within the Venue or UA&P Campus.
- g. Commercial photography undertaken by the SECOND PARTY or its designated third party.
- h. Penalties for bringing prohibited items into the Venue.
- i. Replacement costs for damage or loss of property due to the SECOND PARTY's actions.
- j. Costs incurred for removal of property brought by the SECOND PARTY.

The applicable tax on these additional charges, including VAT, shall also be borne by the SECOND PARTY.

4. Guarantee of Payment

To guarantee payment of the Aggregate Charges and additional charges, the SECOND PARTY shall submit a Certificate of Availability of Funds or similar document at least one (1) month prior to the Event. Failure to submit this document may result in the release of the Venue reservation.

All charges must be paid within ninety (90) days of receiving the Statement of Account from the FIRST PARTY.

5. Refund

Excess payments must be claimed within two (2) years from receipt of the Final Notice of Refund. Failure to claim within this period results in forfeiture of the refund.

6. Liability

The FIRST PARTY shall not be liable for any damage or injury to the SECOND PARTY or third parties, except when such damage arises from the FIRST PARTY's negligence or misconduct.

7. Maximum Capacity

The SECOND PARTY shall ensure that attendance does not exceed the maximum capacity of the Venue as follows:

Room/Hall	Type of Set-Up	Maximum Capacity
PLDT Hall	Theater	250
Li Seng Giap Auditorium	Theater	300
Breakout Room 2	Theater	100
Breakout Room 3	Theater	100

8. Security

The FIRST PARTY shall maintain security for the UA&P Campus. The SECOND PARTY must coordinate any additional security personnel with the FIRST PARTY.

9. Indemnification

If the FIRST PARTY fails to deliver the Venue, it shall indemnify the SECOND PARTY for any payments already made, except in cases of force majeure or negligence by the SECOND PARTY.

10. Assignment

The SECOND PARTY shall not assign any rights or obligations under this Agreement without the FIRST PARTY's prior written consent.

11. Successors Bound

This Agreement binds the parties and their successors and authorized representatives.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements.

13. Representation

The SECOND PARTY represents that it has the authority to enter into this Agreement and that all submitted documents are genuine and accurate.

14. Permits

The SECOND PARTY shall secure all necessary permits or licenses for the Event and provide copies to the FIRST PARTY at least five (5) days prior to the Event.

15. Limitation of Use & Surrender of Venue

The Venue must be vacated at the end of the Lease Period unless a written extension is agreed upon.

16. Force Majeure

Neither party shall be liable for failure to perform obligations due to force majeure. The affected party must notify the other party within 24 hours of such event.

17. Miscellaneous

There shall be no indemnification for failure to deliver due to force majeure or negligence of the SECOND PARTY.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.


**UNIVERSITY OF ASIA AND
THE PACIFIC (UA&P)**


**DEPARTMENT OF BUDGET AND
MANAGEMENT
(DBM)**

By: 
VIORY YVONNE JANE O
Vice-Dean, School of Economics, UA&P

By: 
AMENAH F. PANGANDAMAN
Secretary, DBM

In the Presence of:


Glenda P. Hitois


ROMEO MATTHEW T. BACANQUIT
Assistant Secretary

ACKNOWLEDGMENT

Republic of the Philippines)
MANILA)s.s.

BEFORE ME, on this _____ day of NOV 18 2024 personally appeared:

Gov't.-issued Identification

Driver's License: _____ 11/23/2022

who acknowledged the above as their free and voluntary act and deed and of the institution/entity they each represent.

WITNESS MY HAND AND SEAL on the place and date above stated.

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila: until Dec. 31, 2024
Notarial Commission No. 2027-091
NOTARY PUBLIC
2nd Floor, 1001 P.O. Box 191, Alibonco St., Ermita, Manila
I.B.P. NO. 393541 - Jan. 3, 2024
P.T.R. NO. 1535522 - Jan. 3, 2024 at Manila
ROLL No. 68731/MCLE Compliance No. VII-0011675 - 04/14/2023

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Book No. 45 ; Series of 2024.