

PR-C-2020-158-B

CONTRACT AGREEMENT FOR

PROCUREMENT OF ACCOMMODATION AND CATERING SERVICES FOR THE PHILIPPINE TRAVEL EXCHANGE 2020 (PHITEX)

No. 2020 - 145

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09/29/2020*

This Agreement is entered into by and between:

PROVINCIAL GOVERNMENT OF BOHOL (hereinafter called the “**Client**”) represented by the Governor, **ATTY. ARTHUR C. YAP** as the First Party and **THE BELLEVUE RESORT/ BELLE SOUTH PACIFIC PROPERTIES, INC.** (hereinafter called the “**Service Provider**”) represented by the Authorized Representative, **MR. DOER R. ESCOTO** as the Second Party,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Service Provider agrees to render for Accommodation and Catering Services for the Philippine Travel Exchange 2020 (PHITEX) in the amount of **FOUR MILLION NINE HUNDRED SIX THOUSAND TWO HUNDRED PESOS ONLY (P 4, 906, 200.00)** with details as follows;
2. The Service Provider agrees to comply with the technical requirements for each type of events. See attached Menu for the details.

Room Category	Sept. 19, 2020 Day 1	Sept. 20, 2020 Day 2	Sept. 21, 2020 Day 3	Sept. 22, 2020 Day 4	Sept. 23, 2020 Day 5	Sept. 24, 2020 Day 6	Sept. 25, 2020 Day 7	Sept. 26, 2020 Day 8	Sept. 27, 2020 Day 9	Sept. 28, 2020 Day 10
Run of House	70	70	70	70	70	70	70	70	70	Check - Out
Rate	PHP 5,500/room/night (Single Occupancy)									

INCLUSIONS:

- Complimentary Breakfast at Lamian Restaurant
- Complimentary upgrade to 2 VIPs
- Welcome drinks and cold towel
- Welcome hygiene kits and provision of 2 pieces of face mask to be provided every other day
- Bellevue souvenir
- Turn down service
- Unlimited Broadband Internet Access
- All Rooms are equipped with 40 inch LED TV and IPOD Dock Speaker/ Radio
- Safe Deposit Box in room
- Coffee and tea making facilities
- Complimentary access to the white sand beach, non-motorized water activities, swimming pool, gym, children’s playground and game room

TERMS AND CONDITIONS: ROOM REQUIREMENT

1. All above rates quoted in Philippine Peso (PhP) and applicable for this booking only.
2. Rates quoted inclusive of all taxes.
3. All rooms must be guaranteed with a signed contract and is subject to applicable fee in case of cancellation.
4. Guests are requested for a credit card guarantee or cash deposit of PhP 2,000.00 per day upon check-in for their incidental charges. Rate may change without prior notice.
5. Signed contract must be submitted to the Resort to guarantee all room reservations. Otherwise, rooms shall automatically be released based on the above mentioned rate.
6. Above rates are non-commissionable.

CHECK-IN/ CHECK-OUT TIMES

Check-in time is 1500 hours on the day of arrival

Check-out time is 1200 hours on the day of departure

- Delegates who wish to occupy their Guest Room before 1500 hours must reserve the Guest Room for a night prior to the arrival date otherwise, it is subject to availability
- Delegates who check out after the official Check-out time of 1200 hours shall be charged for additional night under the Daily Room Rate.

RESERVATION PROCEDURES

Cancellation of any Guests Rooms or failure of delegates to Check-in to the Hotel for any dates of the Room Block or event function facilities/ services below will be charged the Daily Room Rate for each of the unused Guest Rooms during the Room Block period(s).

GUEST ROOM RESERVATIONS GUARANTEE

For room charges under **Provincial Government of Bohol**, a separate contract shall be issued by the Hotel with exactly the same cut-off and payment procedure.

All room reservation shall be considered guaranteed. Any No Show on the scheduled date of arrival will be subject to No Show Charge based on the total duration of the stay. In this case, the hotel shall advise **Provincial Government of Bohol**, in case guests failed to arrive on the scheduled date of arrival. The organizer may substitute the guests or opt to cancel the reservation. In the event the guests' reservation is cancelled, the same reservation may be reinstated the following day, upon advise of the official organizer.

INCLUSIONS:

- Full banquet service set-up
- Basic floral arrangement per table
- One round of iced tea per meal
- Use of LED
- Basic sound system

3. TERMS AND CONDITIONS: FUNCTION/ FOOD AND BEVERAGE ARRANGEMENTS

1. The minimum revenue requirement per function room per day is consumable through prearranged food and beverage. Should the actual amount fall below the minimum revenue requirements, the difference shall be charged as room rental.
2. In the event that the actual number of attendees is more than the agreed number stipulated in the Purchase Request of this contract, the client shall pay the corresponding difference,
3. The client shall be obliged to pay the service provider based only on the number of attendees, provided that the latter is informed within 5 working days before the scheduled date of the activity of the changes on the catering, venue and accommodation services requirement that may arise.
4. Meal requirements and limitations must be advised to the Resort in advance.
5. If overnight set-up of the meeting room is required, a charge will be levied. The Hotel reserves the right to make the appropriate changes in function venues should there be amendments to the above or availability in more suitable venues.
6. Any last minute changes such as set-up, venue, menu advice less than seven (7) days prior to the actual event of the function is subject to the approval of the hotel management. The Hotel reserves the right

7. Additional consumption of beverages during the event shall be charged to the company.
8. If the number of participants increases or decreases in relation to the original reservation, the Hotel reserves the right to transfer the event to an alternative to an alternative room, the size of which shall appropriately accommodate the revised number of guests.
9. Corkage fee are to be applied for any beverages and food that will be brought in.

4. CONFIDENTIALITY

The Organizer, its directors, officers, employees and all delegates shall not disclose or permit to be disclosed the provisions of this Agreement or the substance thereof, information relating to the Daily Room Rate or any other information relating to the Hotel which is confidential. The Organizer shall be responsible for any disclosure by any of the foregoing persons.

COMPUTATION/ COST ESTIMATE:

Room	Rate	# of Room/s	3 of Night/s	Total
ROH	PhP 5,500.00	70	9	PhP 3,465,000.00
Total for Rooms				PhP 3,465,000.00

BANQUET	RATE PER DAY	# OF PERSONS	DATE	TOTAL
Full board meetings	PhP 2,960.00	70	Sept. 19-24, 2020 (6 Days)	PhP 1,243,200.00
Closing Dinner	PhP 1,800.00	110	September 25,2020	PhP 198,000.00
TOTAL FOR BANQUETS				PhP 1,441,200.00

5. DEPOSIT/ PAYMENT PROCEDURE

Date	AMOUNT	Payment Arrangement
As of September 16, 2020	Total for Rooms: PhP 3,465,000 Total for Banquets: PhP 1,441,200 GRAND TOTAL: PhP 4,906,200	Note: Processing of full payment after the event subject to the usual accounting and auditing rules.

Bank Details

Account Name	BELLE SOUTH PACIFIC PROPERTIES, INC.
Bank	Banco De Oro (BDO)
Account # Peso	473-801-272-2
Account # Dollar	104-730-070-06
Address	Richville Ayala Alabang, Muntinlupa City, Philippines
Swift Code	BNORPHMM

6. AMMENDMENTS

Any modification, alteration, change, revision or amendment to this Agreement shall only be effective if it has been agreed to and signed by both parties in writing.

7. NO WAIVER

The failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not be construed as a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition.

8. DAMAGE AND LIABILITY

The Hotel strictly prohibits racking, sticking and/or hammering any materials in the wall, ceiling, floors, door and fixture of the venue. Should there be any damage to our Hotel property during your stay and your function, we will charge the Company for any repair.

9. FORCE MAJEURE

The Hotel will not be held responsible for this failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statutes of the Philippine Government, strikes, riots and acts of God or conditions beyond the control of the Hotel.

In the event of non-performance due to the above reasons, the Hotel shall refund in full the deposits received for this function.

10. ACCEPTANCE OF THE CONTRACT

Please indicate your acceptance by initialing all pages including the inclosed General Terms and Conditions, and signing on the execution page of both original sets of this Agreement and return one set to the Hotel. Please submit on or before September 7, 2020.

11. The Service Provider shall be required to serve homegrown Boholano food products.

12. The Service Provider agrees to observe the "Zero Single-Use Plastics Policy" as per Memorandum by the Provincial Government in support to the Green Public Procurement Program in adherence to GPPB Resolution No. 25-2017.

13. The Client shall furnish to the Service Provider the original copy of the Guest Folio, Attendance Sheet and Inspection and Acceptance Report immediately after each activity conducted.

14. The service provider may demand advance payment of not more than 50% based from the contract amount.

15. The total cost of catering and accommodation services shall include the use of the premises of the service provider at no extra cost. However should the place designated by the Service Provider be different, the arrangement and cost of such place which should be acceptable to the client shall be the responsibility of the Service Provider.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this 16th day of September, 2020 in the City of Tagbilaran, Bohol, Philippines.

**PROVINCIAL GOVERNMENT
OF BOHOL**
First Party

**THE BELLEVUE RESORT/
BELLE SOUTH PACIFIC PROPERTIES, INC.**
Second Party

BY:

BY:

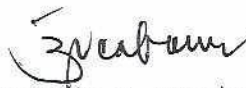
HON. ARTHUR C. YAP
Governor


MR. DOER R. ESCOTO
Representative 2nd Party

By Authority of the Governor:


ATTY. KATHYRIN FE D. PIOQUINTO
Provincial Administrator

SIGNED IN THE PRESENCE OF


JOSEPHINE R. CASAREZ
Witness


MARY ANN INTE
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BOHOL)
CITY OF TAGBILARAN)

Before me, this ___ day of SEP 25 2020, City of Tagbilaran, Bohol, Philippines, personally appeared Honorable Governor Arthur C. Yap representing the Provincial Government of Bohol with Employee ID No. 19141 and Mr. Doer R. Escoto with Community Tax Certificate No. 32343264 issued at Doljo, Panglao, Bohol on January 8, 2020 known to me to be the same persons who executed the foregoing Memorandum of Agreement, and they acknowledge to me that the same is legally entered into.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my notarial seal this 16th day of September, 2020 in Tagbilaran City, Bohol, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020 _____

ATTY. ALONA A. KRISTAL
NOTARY PUBLIC
FOR THE CITY OF TAGBILARAN & PROVINCE OF BOHOL
NCS NO. 2019-03. EXPIRES ON DECEMBER 31, 2020
ATTORNEY'S ROLL NO. 53344, 4-27-07
IBP O.R. No. 096687; 12/06/2019 for C.Y. 2020
PTR O.R. No. 7895637; 12/17/2019 for C.Y. 2020