

October 14, 2024

MR. ARNALDO A. IGNACIO
Administrator
OVERSEAS WORKERS WELFARE ADMINISTRATION
Thru: MS. MARIAN PIZARRA
BAC Secretariat
OWWA Center Building, 7th St. Cor

F.B. Harrison St, Pasay, Metro Manila T: 8-833-0113/8-891-7601 to 24 local 5310

M: +639995181062

E: procurement@owwa.gov.ph

Dear Mr. Ignacio,

We are truly delighted for giving us, this great opportunity to offer our facilities and services. Our team is more than willing to extend best efforts to make your event a memorable one.

On this note we are pleased to present to you a contract agreement tailored to your requirements. If you are amenable with the Hotel's terms and conditions, kindly affix your signature to signify your acceptance and understanding and return to us the signed contract.

We look forward to working closely with you to ensure the success of your event at Vivere Hotel soon!

Yours sincerely,

Ericka G. Cayton Sales Executive



LIVE-IN EVENT CONTRACT OWWA October 16-18, 2024

Kindly be advised that the function room/ rooms have been reserved. Rates quoted are valid until 15 December 2024.

Daily Room Requirement

Room Category	Number of rooms required	Date/ Length of stay	
Deluxe Room (Single Occupancy)	3	October 16-18,2024	
Deluxe Room (Twin Sharing)	28	October 16-18,2024	
PWD Room (2 Bedroom)	1	October 16-18,2024	
Deluxe Room (Triple Sharing)	2	October 16-18,2024	
Deluxe Room (Triple Sharing)	1	October 15-18,2024	

ROOM REQUIREMENT INCLUSIONS

- Daily Breakfast starts on 2nd Day at The Nest
- Complimentary Parking at Basement 1 and 2
- Wi-Fi Internet Access
- Replenishment of Bottled Water
- Complimentary coffee and tea making facility
- Kitchenette
- Use of Gym and Pool
- Extra Person Rate is at Php 1,800 nett per person/night

Airport Transfer available upon request

- Php2,200 per CAR per way
- Php4,200 per VAN per way



Live-In Package Special Arrangements

Below are our food and beverage arrangements, date of function, and meal requirements/ set-up:

		Brasserie-Mango-	
Day 1 October 16, 2024 8 AM-8 PM OR 12-hour use	Full board AM Snacks, Buffet Lunch, PM Snacks, and Buffet Dinner Round Table Set-up		
Day 2 October 17, 2024 8 AM-8 PM OR 12-hour use	Full board AM Snacks, Buffet Lunch, PM Snacks, and Buffet Dinner Round Table Set-up	Brasserie-Mango-	
Day 3 October 18, 2024 8 AM-4 PM OR 8-hour use	Whole Day AM Snacks, Buffet Lunch and PM Snacks Round Table Set-up	Brasserie-Mango-	

F & B REQUIREMENT INCLUSIONS

Complimentary use of Function Room



- · Complimentary use of LCD Projector
- Projector Screen
- White Board & Flip Chart with Marker
- Internet Access
- Sound System with Microphone
- · Paper and Pencil
- Water and Mints
- · Free Flowing Coffee or Hot Tea
- One round of Ice Tea or Soft drinks during meals

PROFORMA INVOICE:

Date	Particulars	Rate/Da y	No. of Pax	No. of Days	Total
Oct. 16-18	Live-in Rate per Person	P3,500	80	3	P840,000.00
TOTAL CONT	RACT PACKAGE				P840,000.00 NETT

^{**}Please take note that all rates include local government tax, VAT, and 10% service charge. Rates may change without prior notice.

Check-in Time and Check-out Time

Hotel rooms are available for check-in at 3:00 PM. Guests arriving prior to this time will be allocated rooms as soon as they become available. Request for early check-in is subject to availability.

Check-out time is 12:00 PM (hotel local time). Guests requiring special consideration for late check-out should make their request when placing reservations. Rooms may be extended until 6:00 PM at 50% of the room rate, subject to availability. After 6:00 PM, rooms will be charged at full night's rate, subject to availability.

Attrition and Deposit

All payments must be received in Philippine Peso or in another foreign currency agreed between client and the Hotel based on the exchange rate used by the Hotel on the date of payment. Credit card charges are subject to additional currency conversions by banks or credit card companies, which are not within the Hotel's control and may impact the amount charged to the client's credit card. The amount paid by client in United States Dollars or such other foreign currency shall be equivalent to the rates confirmed in Philippine Peso. Please contact the hotel if you have any questions.

Billing

Total Contract Package amounting to **EIGHT HUNDRED FORTY THOUSAND PESOS** (Php 840,000.00) only. Contract must be signed on or before **October 14, 2024** together with



the Assumption of Liability Form/CAF/NOA. Any additional amount incurred other than the contracted price/incidental charges shall be fully paid UPON CHECK OUT.

Payment terms

For Clients with Credit Line /Send Bill Arrangement

Subject to the Hotel's Finance Department's approval

- To be settled within 15-30 days upon receipt by Client of the Statement of Account.
 The contact details and the address provided by the Client shall be used in
 sending the Statement of Account and the Client warrants that the said contact
 details and addresses are true and correct and up-to-date.
- Signed Contract and LOA / PO is required before the date of the function.
- Incidentals will be settled at the conclusion of the function in cash or by credit card only.
- An original expanded withholding tax (EWT) certificate, shall be required from Clients who claim extended special tax exemptions. Failure to supply the said document prior to the date of the function shall oblige the Client to pay the full amount.
- In case cancellation or termination of this Agreement is made after the confirmation of the booking, a corresponding cancellation fee shall apply, as stated in this Agreement.

Clients without credit line

- The Hotel accepts payment by cash, credit card, or company or manager's check.
- Check payments must be provided at least five (5) working days prior the function date for clearing.
- If payment will be made by electronic transfer or bank deposits, payment shall be made to the Hotel's bank account, as follows:

Account Name:	Richville Hotel Management Inc.		
Bank Name:	METROBANK		
Bank Address:	Madrigal Business Park		
PESO Account (PHP):	495-3495500773		
Swift Code:	МВТСРНММ		

All outstanding Master Account charges minus deposits shall be due and payable upon check – out or completion of the function.

In case of delays in the payment, the Client may issue a letter of guarantee, with official stamp or dry seal, to the Hotel upon signing the contract to establish a temporary credit. The Client may pay at least a day before the function. For any delays on the payment, the Hotel will apply 100% of the total remaining amount for late payment charge.

Master Folio/ Account

 A Master Folio/Account shall be established for the organizer at least 3 days prior to the function.



- Deposits received will be posted into this Master Folio/ Account and the outstanding balances are payable in full prior to departure from the Hotel.
- Please advise items and services that are under Master account. This list shall also include the name of those persons who have signing authority to the Master Folio/ Account.

Individual Folio/ Account

All room charges and/or incidental charges will be on guest's personal account which has to be settled by cash or credit card prior to the guests' departure unless otherwise indicated or instructed by the company to be charged to the Master Folio/ Account.

Room/s Reserved

The Hotel will periodically review the room block on the dates set out to evaluate whether the reservations received to date are in accordance with expectations. Adjustments of the room block will be made accordingly during each review.

Final Review

Reserved rooms will be reviewed again, and the Client shall confirm the reserved rooms with the Hotel in writing. The unused rooms will then be released.

Guestroom Cancellation / Reduction of Stay / No-show

After October 14, any late cancellations or change of dates resulting in reduction of stay will be subject to a cancellation charge, as follows:

Number of days prior to the event date	Cancellation fees – expressed as a % of the Total Contract Price
30 days or more prior to function date	30% of the contract package
15 days prior to function date	50% of the contract package
10 days prior to the function	100% of the contract package

The Client/Organizer will be responsible for the late cancellation, no-show charges, and early departure charges. These charges will be billed to the Master Account.

Other Terms and Conditions

Rates quoted and mentioned in this agreement shall not be disclosed directly or indirectly to any third party, unless written approval is given by the Hotel.

Except as otherwise provided in this Agreement, the performance by either party of its obligations under this Agreement is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it illegal or impossible to perform to their respective obligation under this Agreement.. This Agreement may be terminated or



revised for any of the above reasons without liability by written notice from one party to the other.

Force Majeure shall not include the novel coronavirus Covid 19 pandemic, which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor inability of either party to make a profit or avoid financial loss, (b) changes in the Market prices and or conditions or (c) a party's financial inability to perform its obligations hereunder.

However, should there be specific instructions from a related government or international approved health organization of which the reason could not be foreseen due to Covid-19 at the time of contracting, the Client shall inform the Hotel in writing stating that Covid-19 is directly affecting the event and or attendees. In which case, the following options can be mutually agreed: (1) The Client uses their good faith and all efforts to continue as a smaller event without attrition damage; (2) The Client rebooks within the same or greater value to a future date within 12 months from the date of the cancellation. The rescheduled date is subject to mutual approval all group/ event costs and paid deposits shall be considered for the rescheduled date. Please note the exercise of either option stated is for one time only; or (3) the event is cancelled by mutual agreement as a direct result of Covid-19, and the original signed contract cancellation conditions will apply at the discretion of the Hotel.

The Hotel is equipped with closed circuit TV (CCTV) cameras that monitor public areas all around the Hotel property and areas of responsibility. These include hallways, lifts, and other public areas, including function rooms.

The Hotel's entrance and exit doors of the function rooms should not at any point be covered/obstructed by the lay-out, set-up, equipment, and/or materials/props of the Client or its organizer or any third party suppliers for safety and security reasons. The Hotel has the right to take out and break down anything that will obstruct the free passage of quests in case of emergency.

The Hotel's first and foremost concern is the safety and security of our guests and associates. We have strict security measures in place that include security checks by the entrance to the hotel lobby, security personnel who patrol the hotel perimeters, and roving officers within the Hotel.

The Client shall indemnify and hold the Hotel, its directors, officers, employees, personnel, and agents ("Hotel Group") harmless from any loss, liability, costs, or damages arising from actual or threatened claims or causes of action resulting from the negligence or misconduct of the Client, its respective officers, directors, employees, agents, contractors, members, or participants in relation to the function subject of this contract.



In compliance with Executive Order No. 26 prohibiting smoking in public areas, please be advised that smoking shall strictly be allowed in the designated smoking area only.

Data Privacy – The privacy and security of your information is very important to us. By providing your personal data and other personal details through our Services, you acknowledge that your personal data will be processed pursuant to the terms our Vivere Hotel's Privacy Policy and the provisions of the Data Privacy Act and its Implementing Rules and Regulations.

Acceptance

By signing and returning this agreement on or before the option date, this agreement will constitute a binding contract between both parties. In the event, that a fully signed copy of this agreement is not received by the option date, neither party will have any further obligations under this agreement. The Client hereby warrants that the person signing this Agreement, as indicated below, is fully authorized by the Client to do so.

Signed for and on behalf of the Richville Hotel Management, Inc. (Vivere Hotel and Resorts)

Signed for and on behalf of the OVERSEAS WORKERS WELFARE

ADMINISTRATION (OWWA)

Ericka Cayton Sales Executive Name: MR. ARNALDO A. IGNACIO

Designation: OWW Administrator

HOW

Noted by:

Carmelie N. Rodinas Senior Sales Manager

Approved/by:

Medhie G. Del Villar Director of Sales

Republic of the Philippines Department of Migrant Workers OVERSEAS WORKERS WELFARE ADMINISTRATION



NOTICE OF AWARD

07 October 2024

Ms. ERICKA G. CAYTON
Sales Executive
VIVERE HOTEL & RESORTS
5102 Bridgeway Ave. cor.
Asean Drive, Filinvest Corporate City,
Muntinlupa City

Dear Ms. Cayton:

Please be informed that your bid proposal received 30 September 2024 for the Proposal for the Lease of Venue for Training on Government Procurement Act (RA 9184) Updates for a contract price of Eight Hundred Forty Thousand Pesos (Php840,000.00) only, has been accepted.

Kindly acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the Procurement and Property Management Division of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,

ARNALDO A. IGNACIO Administrator

Conforme:

Ms. ERICHA G. CAYTON

Sales Executive

VIVERE HOTEL & RESORTS

Date: 10 4 27



Republic of the Philippines Department of Migrant Workers OVERSEAS WORKERS WELFARE ADMINISTRATION



NOTICE TO PROCEED

Date: OCT 1 6 2024

Ms. ERICKA G. CAYTON
Sales Executive
VIVERE HOTEL & RESORTS
5102 Bridgeway Ave. cor.
Asean Drive, Filinvest Corporate City,
Muntinlupa City

Dear Ms. Cayton:

The attached Contract Agreement having been approved, notice is hereby given to VIVERE HOTEL & RESORTS that service for the Proposal for the Lease of Venue for Training on Government Procurement Act (RA 9184) Updates may commence effective October 16-18, 2024 after the receipt of this notice.

Relative thereto, your company's performance is being evaluated by the Procurement and Property Management Division (PPMD) and/or End-User.

Please acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the PPMD of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,

ARNALDO A. IGNACIO

Administrator

I acknowledge receipt of this Notice on 10/16/24

Ms. ERKIKA G. CAYTON

Sales Executive

VIVERE HOTEL & RESORTS