

PURCHASE ORDER
Regional Prosecution Office XI
Region XI

Supplier: SOTOGRADE DAVAO HOTEL INC.	P.O. No.: 2023-RPO XI-DC20-R/06
Address: Ma-a, Davao City	Date: OCT 05 2023
	Mode of Procurement: Lease of Venue (Sec. 53.10)
	PR. No./s.:

Gentlemen:
Please furnish this office the following articles subject of the terms and conditions contained therein.

Place of Delivery: <u>SOTOGRADE DAVAO HOTEL INC., Ma-a, Davao City</u>	Delivery Term: Complete Delivery
Date of Delivery: <u>November 20-22, 2023 (6th Roll-out)</u>	Payment Term: SEND BILL

Item No.	Unit	Description	Quantity	Unit Cost	Total Cost
Lease of Venue with meals and accommodations					
1	pax	November 20, 2023 Meals and Venue Am Snack, Lunch, PM Snack, Dinne	50 pax	2,373.33 P	118,666.50
2	pax	November 21, 2023 Meals and Venue Breakfast Am Snack, Lunch, PM Snack, Dinner, accommodations	50 pax	2,373.33	118,666.50
3	pax	November 22, 2023 Meals and Venue Breakfast, AM Snack, Lunch, PM Snack	50 pax	2,373.33	118,666.50

- INCLUSIONS IN THE FUNCTION ROOM (November 20-22, 2023) AND BREAK-OUT ROOMS**
- Available internet connection on function room
 - Physical set-up and arrangement:
 - Classroom type
 - Registration Table
 - Use of Philippine Flag
 - Technical Table
 - 2 pcs Tarpaulin for Tanguile Hall and Apitongl Hall
 - Audio-visual facilities:
 - Use of LCD Projector and screen (2 sets);
 - Use of Splitter;
 - Use of basic sound system and rostrum with microphones with operator
 - Flowing Coffee, candies and standby mineral water with hot/cold dispenser, use of Whiteboard & marker
 - Functionality of Light, ventilation and air conditioning
 - Facilities (Water supply and toilet, Lighting system, Elevators, Fire escapes, Firefighting equipment, Telecommunications and Audio visual equipment)
 - Other requirement (availability of maintenance and Security)
 - Standby waiter
 - Energy fee for additional equipment/s brought in is/are waived;
 - Availability of thermal scanners and alcohol on all guests and employees entering the premises;
 - Printing of Tarpaulin;
 - Parking area to accommodate 30 and more parking slots;
 - Venue is located within Davao City .

ACCOMMODATION (Overnight, November 20-21,21-22, 2023)
Double Occupancy (2 nights) - 25 rooms

TOTAL P 356,000.00

(Total Amount in Words) **THREE HUNDRED FIFTY-SIX THOUSAND PESOS only.**

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conformed: M.C. DAROL
(Signature over printed name)
OCT 5 2023
Date

Very truly yours,
JANET GRACE B. DALISAY-FABRERO
Regional Prosecutor
Region XI

(In case of Negotiated Purchase pursuant to Section 369 (a) of R.A. 7160, this portion must be accomplished.)

Approved per Sanguniang Res. No. _____
Certified Correct: _____ Date: _____

RECEIVED
OCT 5, 2023 11:11 AM RPH-II
SHEVERLY D. DEL CASTILLO
Office Clerk
10/11/2023



BANQUET EVENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into by and between:

SOTOGRADE DAVAO HOTEL, a corporation duly organized by virtue of Philippine Laws with address at Riverfront Corporate City, Barangay Maa, Davao City, represented herein by its SotoGrande Hotel Group General Manager, **IMEE S. YU**, hereinafter referred to as "**HOTEL**";

Department of Justice a government agency duly organized and existing under and by virtue of the Laws of the Republic of the Philippines with office/business address at **Davao City, 8000** represented herein by "**ENGAGER**";

Witnesseth that:

Whereas the ENGAGER is entered to hold a banquet event at SOTOGRADE DAVAO HOTEL and the HOTEL is willing to host the said event, as described below:

Date and Time of Event	: November 20-22, 2023 1 st day - 8am to 5pm 2 nd day - 8am to 5pm 3 rd day - 8am to 5pm
Type of Event	: Room Accommodation, Food & Venue
Event Name	: Training for PNP Law Enforcers on Case Buil-up by DOJ Prosecutors (3rd Roll-out)
Venue	: Tanguile Hall & Apitong Hall
Guaranteed Pax	: 20 pax - November 20, 2023 (Plated AM Snack) 50 pax - November 20, 2023 (Lunch, Plated PM Snack, Dinner) 50 pax - November 21, 2023 (Am Snack, Lunch, Plated PM Snack, Dinner) 50 pax - November 22, 2023 (AM Snack & Lunch) 20 pax - November 22, 2023 (Plated PM Snack)
Food Inclusion	: Plated AM/PM Snacks Managed Lunch & Dinner Buffet - A choice of Menu: (1) Soup, (1) Fish, (1) Chicken (1) Veggie or Noodles, (1) Dessert, (1) Round of Drinks & Steamed Rice
Inclusions	: Free Flowing Coffee & Candies Free Use of LCD Projector and Wide Screen Free Use of Whiteboard and one (1) Marker Free Use of the Venue Free Use of Standard PA System with two (2) microphones (<i>if additional charges may apply</i>) Free Use of Tables and Chairs set-up
Room Inclusion	: 25 Deluxe Room (two double size beds), Double Occupancy with breakfast, November 20-22, 2023, 2N - Check in at 12nn - Check out at 2pm
Total Amount	: PHP 356,000.00

NOW THEREFORE, for in consideration of the foregoing premises and of the terms and conditions hereunder stipulated, the parties have agreed as follows:

1. FACILITIES AND SERVICES

The HOTEL shall provide the room(s), facilities, equipment, and food service to the ENGAGER based on the signed quotation and completed banquet inquiry form. This facility is a **NO SMOKING ZONE**.

2. RESERVATION, DOWNPAYMENT & BILLING

To confirm booking, a down payment of fifty percent (50%) of the estimated value of the banquet and/or room reserved shall be paid upon booking. Full payment of the booked function shall be paid seven (7) days before the function date. All account is to be fully paid in cash or credit card prior to the event date. Non-compliance would mean booking has not been confirmed and can be terminated to give an opportunity to prompt paying client. Any amount for the use of the function rooms and or banquet in excess of the value booked shall be paid immediately after the event.

For Corporate Accounts with credit line - Send bill arrangement. Payment must be settled within (7) seven days from the date of receipt of the statement of account. A surcharge of 2% per month shall be imposed on overdue accounts. By way of confirmation, a Letter of Authority/Certificate of Availability of Funds together with the signed contract must be submitted before the function date.

SHEVERLY D. DEL CASTILLO
Office Clerk
DATE/TIME: 10/10/2023

If there is a pre-approved direct billing, the ENGAGER shall make the payment to the HOTEL within fifteen (15) days upon receipt of the statement of account. All payments will be made at the HOTEL, located at Maa, Davao City or may be deposit in the account of SOTOGRANDE DAVAO HOTEL INC, BDO STA. LUCIA EAST- CAINTA BRANCH with Account No. 002148030421.

3. CANCELLATION

The cancellation of a confirmed function must be submitted in writing to HOTEL Sales & Marketing & the following shall apply:

Cancellation of booking will result in a fee equivalent to:

Five Thousand pesos (Php5,000.00) as processing fee including:

- a. 25% of the contract price, when cancellation is made at least Ninety (90) days prior to the function date;
- b. Sixty (60) days, a fee equivalent to 50%;
- c. Thirty (30) days, a fee equivalent to 75%;
- d. Cancellation on the day itself will result to a fee equivalent to 100% of the contract price.

If the ENGAGER fails to pick up the contracted guestroom and function space but does not cancel the event, the ENGAGER agrees to forfeit his deposit and further agrees to pay the balance as liquidated charges.

4. EXCESS/BELOW GUARANTEED

The HOTEL shall provide the arrangements in the quotation with the guaranteed number of participants stipulated in each organized meal.

Should the actual number of participants be less than the guaranteed number, the ENGAGER shall still be charged the amount equivalent to the guaranteed number of participants. On the other hand, should the actual number of participants exceed the guaranteed number, each participant counted beyond the guaranteed number of participants shall be charged the quoted rate plus a surcharge of ten percent (10%) and further agree that the HOTEL shall not be responsible for any delay in food replenishment and any additional menu to be served shall be subject to the HOTEL's discretion.

Amendment on the guaranteed number of participants or menu items, have to be submitted in writing to the HOTEL Sales & Marketing Department at least five (5) days before the event.

5. MENU SELECTION & PRICING

Selection of the menu shall be made at least five (5) days prior to the function date.

Engager grants the hotel the right to increase quoted prices in case there is a surge on the cost of food and beverages as well as operation cost at the time of undertaking and to make a reasonable substitution on the menu. Engager agrees to pay the increased price and accept such substitutions.

The hotel shall give advance notice in case of an increase in the cost of food and beverages as well as any substitution of the menu.

6. FOOD, BEVERAGES & CORKAGES

To protect guests from any food poisoning and impairment, food and beverage from outside are strictly not allowed. Only one (1) lechon and one (1) cake from outside are allowed in the banquet area at no additional cost. The HOTEL reserves the right to confiscate and refuse admittance of food and beverage brought from outside the hotel.

As a general rule, all food and beverage shall be vended or supplied exclusively by the Hotel, unless previously agreed upon. In the event that the HOTEL allows the ENGAGER to bring food and beverage items, the ENGAGER shall be charged accordingly.

Whole Roasted Pig	- Php	1,500.00	per lechon
Roasted Whole Calf	- Php	1,500.00	per calf
Beer or Soda	- Php	500.00	per case
Wine	- Php	500.00	per bottle
Hard Drinks	- Php	800.00	per bottle
Acoustic Band	- Php	2,500.00	energy fee
Live Band	- Php	5,000.00	energy fee
Photobooth	- Php	1,500.00	energy fee
(Light & Sounds)	- Php	5,000.00	energy fee
LED Wall	- Php	5,000.00	energy fee
Confetti Cleaning Cost	- Php	3,000.00	cleaning cost
Tuna with condiments	- Php	3,000.00	corkage fee
Projector Rental	- Php	9,500.00	per day

It is also agreed that the ENGAGER shall be solely liable for the brought-in items' good condition and quality. Food packages should be sealed, and identified with name, group name, and banquet contract name to insure proper handling of the same.

5. FUNCTION ROOM & VENUE SETUP

The HOTEL reserves the right to assign an alternate function room should the contracted function room become unavailable for any reason whatsoever.

The HOTEL reserves the right to reassign function space should guaranteed number of attendees fall below the estimated attendance at the time of booking. In case of re-assignment, the Hotel shall provide an alternate arrangement to meet the requirements of the event. Function room/area rental fees may be applicable if group attendance fall below the estimated attendance at the time of booking.

The HOTEL shall not be held liable for the non-accommodation of the ENGAGER's request if the actual number of guests or participants exceed the maximum number as indicated in the quotation or for any last-minute changes, as the case may be.

Additional charges will apply for unusual set-up requirements electrical hook-ups, audio-visual equipment or telecommunications equipment and connections.

The HOTEL reserves the right to make the final decision on outdoor function. Decision to move function indoor shall be made at least four (4) hours prior to the event based on prevailing weather forecast and conditions. Double Set up of venue shall be subject to an additional setup fee of Php 5,000.00.

For the use of indoor area as back-up, additional electricity charge will be charge to engager's account: Additional labor fee shall be charged for any request for assistance from the HOTEL staff/employees in setting up and/or tearing down excessive set-up and additional electrical requirements. Additional fee shall also be charged for disposal of excessive trash. No confetti, glitter or potpourri can be used in a way that they will be littered into the carpet and pool area. Candles must be in containers to catch the wax and confine the flames. Torches, foam parties and water bazooka are not allowed indoors.

All electrical requirements must be pre-arranged through the HOTEL POMECC staff.

In case where there is a need for outside security, only private guards from security companies licensed by the Philippine National Police shall be hired directly and at the expense of the ENGAGER. Guard must be with good grooming and in complete uniform.

Any extension beyond the agreed duration on the use of function room shall be subject to additional corresponding rental fees of **Php7,500.00/hr for Ballroom 1 (Guijo 1 or 2 Function Hall) Php 15,000.00/hr Grand ballroom (Guijo Function Hall)**

If available, additional break-out rooms may be availed by the ENGAGER with corresponding charges.

In case the ENGAGER wishes to avail the services of an outside supplier (e.g. florist, coordinator, venue decorator etc.), the above supplier shall agree with the terms and conditions set forth by the HOTEL regarding the rules and procedures for outside supplier.

Nothing shall be posted, nailed, screwed or otherwise attached to the function area, ceiling, columns, walls, floors, furniture and in any part of the indoor and outdoor banquet areas that will cause visual and other damage. Any damage due to the violation hereof shall be for the whole account of the ENGAGER.

The event shall begin promptly as scheduled. The function area/room shall be vacated not later than the agreed time. Should the event exceed the agreed time, the ENGAGER shall be billed for applicable and additional charges.

Ingress and Egress charges applies.

ENGAGER shall assume full responsibility for the conduct of his/her guests. Any damage and other expenses resulting from the said guest/s shall be charged to and reimbursed by the engager.

For Outdoor or Indoor Functions beyond 10PM, the engager is required to secure Mayor's Permit for the use of Sound System beyond 10PM.

6. FORCE MAJEURE

The HOTEL shall not be responsible to the ENGAGER and its guests or participants for the failure to comply with by the terms of this agreement, where such failure is due to fortuitous event beyond the control of and without the fault of the HOTEL such as typhoons, floods, earthquakes and other natural calamities or acts of God, labor disputes, strikes and other concerted labor actions, accidents, illness, government controls or restrictions or causes beyond control.

7. POSTPONEMENT/STATUS CHANGE

Should the ENGAGER wish to postpone the function on another date and/or time, a notice has to be submitted in writing to the HOTEL Sales & Marketing at least (15) days prior to the function date and a full payment of the contract price shall be required and it shall be subject to the availability of room accommodations and function rooms. Postponement received less than three (3) days will result to a surcharge of 10% of the contract price.

8. LIABILITY

The HOTEL is not responsible for the loss of any merchandise or articles that are left at the hotel by the ENGAGER or his/her guests, except when such loss is directly attributable to the fault or negligence of the HOTEL personnel. Any damage to the facilities of the hotel during the conduct of the event shall be charged to the final bill of the ENGAGER, except when such damage is directly attributable to the fault or negligence of hotel personnel. ENGAGER undertakes to settle any and all outstanding balance due.

9. WAIVER OF INDEMNIFICATION

The ENGAGER shall hold the HOTEL, its owners, directors, officers, employees and agents harmless from any and all claims, actions, suits or allegations for damages to person or property which relates, emanates or in any way pertains to the event.

10. INTERPRETATION OF CONTRACT

SOTOGRADE DAVAO HOTEL MANAGEMENT or its duly authorized representatives has the sole right of interpretation on the terms stated and stipulated herein and in related agreements.

By signing this agreement, it is deemed that both parties and their representatives have fully understood the terms and conditions indicated herein and on other documents stipulated herein.

SOTOGRADE DAVAO HOTEL INC.

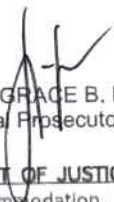
By:


MS. ABBY DAAROL
Sales Team Leader

Approved by:

MR. PETER YOUNG YU
Sales and Marketing Manager

ENGAGER

Accepted by: 
JANET GRACE B. DALISAY-FABRERO
Regional Prosecutor

Name : DEPARTMENT OF JUSTICE
Title : Room Accommodation, Food & Venue
Date : November 20-22, 2023

Noted by:

MS. IMEE SIAO YU
Group General Manager