



ST. FRANCIS SQUARE DEVELOPMENT CORPORATION

~ through ~

“ST. FRANCIS SUITES & RESORT”

Dona Julia Vargas corner Bank Drive, Ortigas Center, Mandaluyong City
Tel # 632-10-10 loc. 535/654-2002/ Fax 632-10-10 Ext. 509 & 273

FUNCTION ROOM LEASE AGREEMENT

<p>Company: <u>Government Procurement Policy Board Technical Support Office (GPPB)</u></p> <p>Industry: <u>Government</u></p> <p>Address: <u>Unit 2506 Raffles Building, Emerald Ave., Ortigas, Pasig City</u></p> <p>Contact Person: <u>Ms. Annie R. Almouela</u></p> <p>Designation: <u>Procurement Officer</u></p> <p>Telephone No: <u>900-6741 to 44</u></p> <p>Fax No: _____</p> <p>Mobile No: <u>0917-5025215</u></p> <p>E-mail Address: <u>bacsecgppb@gppb.gov.ph</u></p>	<p>Event: <u>Live In Seminar</u></p> <p>Function Date: <u>June 4-6, 2014</u></p> <p>Day: <u>Wednesday to Friday</u></p> <p>Time: <u>8am to 8pm</u></p> <p>Function Room: <u>Mt. Everest A</u></p> <p><u>8F, Commercial Area</u></p> <p>Set-up: <u>Day 1: Classroom</u></p> <p><u>Day 2: Banquet</u></p> <p><u>Day 3: Classroom</u></p> <p>Guaranteed No. of Pax: <u>70 Persons</u></p> <p>Live in: _____</p> <p>Live out: _____</p> <p>VAT Exempted: <u>Yes: _____ No: <input checked="" type="checkbox"/></u></p> <p>Handled By: <u>Bianca Albana & Bhelle Aquino</u></p>
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St. Francis Square Development Corporation (SFSDC for brevity), through “St. Francis Suites & Resort” hereby offers its function room/s for lease at BSA Twin Towers to serve as a venue for the following function:

LIVE IN SEMINAR
 GUARANTEED NO. OF PAX: 70 PERSONS
 DATE: JUNE 4-6, 2014
TOTAL CONTRACT PRICE: PHP323,800.00

ROOMS ACCOMMODATION:

- 31 Studio Rooms for Twin Sharing (Participants)
3 Studio Rooms for Twin Sharing (Secretariat)
Note: Late check-out for secretariat room
 Check-in Date: June 4, 2014
 Check out Date: June 6, 2014
- Inclusions: Complimentary daily buffet breakfast. WI-FI Internet connection, daily bottled water and coffee set, daily housekeeping service, use of Condotel amenities (swimming pools, gym and jogging path)

BANQUET INCLUSIONS:

- Use of function room:
June 4-6: Mt. Everest A from 8am to 8pm
- Food and Beverage:
June 4: Buffet Lunch, PM Snack and Buffet Dinner
June 5: AM Snack, Buffet Lunch, PM Snack and Buffet Dinner
June 6: AM Snack and Buffet Lunch
- Flipchart
- Podium
- Candy mints
- Pads, pencils
- Table & Chairs
- Basic Sound System with three (3) wireless microphones
- LCD projector and screen
- Secretariat's table and chairs
- Whiteboard with markers and eraser
- Complimentary Wi-Fi access
- Complimentary four (4) parking slots per day
- Rate are inclusive of VAT, service charge & local government taxes
- Note: waived electricity charge for use of laptops and projector for secretariat

TOTAL ESTIMATED EXPENSES

as of June 2, 2014

BANQUET	RATE/PERSON	NO OF PERSONS	NO OF DAY/S	TOTAL
AM Snacks	Php150.00	70	2	Php21,000.00
Buffet Lunch	Php300.00	70	3	Php63,000.00
PM Snacks	Php150.00	70	2	Php21,000.00
Buffet Dinner	Php300.00	70	2	Php42,000.00
ROOM	RATE/ROOM	NO OF ROOM/S	NO OF NIGHT/S	TOTAL
Twin Sharing (Participants)	Php2,600.00	31	2	Php161,200.00
Twin Sharing (Secretariat)	Php2,600.00	3	2	Php15,600.00
TOTAL CONTRACT PRICE:				PHP323,800.00

The above function shall be covered by the following terms and conditions:

» GUARANTEED NO OF PAX:

1. A guaranteed count will be needed one (1) week in advance of the function. Should there be NO guaranteed count given during the given period, SFSDC will refer to the original contracted numbers and prepare only for such number of guests. No refund shall be made if the actual number of guests fall below that of the minimum number contracted.
2. If the actual guests exceed the guaranteed number, the same package price per person will apply.

» FOOD AND BEVERAGE

1. The hotel shall prepare and supply all foods and beverages to be served in the contracted event. The hotel warrants that the food served and beverages supplied are of good quality. However, if the food is not consumed two (2) hours after the scheduled serving, client shall assume full responsibility for damage/s suffered by the Guests concerned attributed to the delay in its consumption. The hotel is not liable for damages resulting from food and beverage that are not served by the hotel or specified in the contract. It is strictly prohibited to pack and take-out food and beverages not consumed during the function.
2. There will be a fixed corkage fee amounting to Php10,000.00 for food and beverage provided by an outside caterer or for any food and beverage not provided by the hotel. Below are the corkage fees for each function rooms.

» CANCELLATION OF RESERVATION

1. All cancellations must be relayed to the Sales Account Executives / Sales Managers in writing and subject for approval.

2. In case of cancellation due to accident or causes, which are classified as fortuitous events, force majeure, "acts of God", acts of war, civil disturbance, riots, mutiny, social unrest, and other similar incidents, then both parties agree to conduct further negotiations for re-setting or re-scheduling of the function.

In case of cancellation made by the Client for reasons other than those specified above, the following deductions shall be followed:

- A. Cancellation made after reservation shall be automatically charged 25% of the total contract price.
- B. Cancellation made 72 hours (3 days) before the function date shall be automatically charged 50% of the total contract price.
- C. Cancellation made 48 hours (2 days) before the function date shall be automatically charged 100% of the total contract price.

» FUNCTION HOURS

1. Parties/functions are suggested to end at 12MN. In case the function exceeds 12MN, loud activities including the sound system shall be put off by this time. Only the authorized maintenance technician is allowed to operate the sound system.
2. Band set up are not allowed from 8am to 6pm.
3. The client agrees to commence and conclude the function at the scheduled time. Any extension in function hours may be allowed upon formal request by the Client, subject to approval and additional charge of Php3,000.00 per hour.
4. Major changes in the set up shall be charged the amount of Php3,000.00.

» PARKING SLOTS

1. Parking slots are available upon request at a rate of PHP 200.00 per day.

» SMOKING

1. Smoking is not permitted inside the SFSDC function rooms.

» PETS

1. Pets are not allowed inside the premises of SFSDC.

» DEPOSIT POLICY (For Corporate Accounts with No Credit Line Application)

1. SFSDC requires a deposit equivalent to 50% of the total amount agreed and should be received on May 19, 2014 to be settled upon check in to confirm your room and function reservation in its entirety.
2. The full deposit equivalent to 50% of the total amount agreed shall be credited with the final and full payment.
3. If deposit is not received on the required time frame SFSDC reserves the right and the Client agrees to cancel its reservations.

» PAYMENT POLICY (For Corporate Accounts with No Credit Line Application)

1. SFSDC accept deposit payments in the form of manager's check and personal check with proper identification, cash or any major credit cards. All checks must be made payable to **St. Francis Square Development Corporation (BSA Twin Towers)**.
2. Incidental charges are due and must be settled in cash or credit card payment, immediately after the completion of your event.
3. The actual costs will be calculated including additional, incidental and damages charges, if any, incurred during the event and must be settled and paid in cash or credit card by the Client immediately after the function.
4. Absolutely NO CHECK will be accepted for full payment on the day of the function.
5. In the event it becomes necessary for SFSDC to consult an attorney or institute any action or proceeding relating to the collection of any sum under this agreement, SFSDC shall be entitled to reasonable attorney's fees and litigation costs incurred. –

» FUNCTION VENUE SET-UP POLICY

1. The Client must advise the Sales Account Executive / Sales Manager of list of all equipment that will be used for the event one (1) week before the function date, which shall be subject to the approval of SFSDC.
2. Set-up of the function room is only permitted at least two (2) hours before the actual time of event.
3. Early set-up that would require more than two (2) hours may only be allowed upon approval of BSA Twin Towers and upon payment of an additional charge of Php1,000.00 per hour.
4. During the set-up, only minimal lighting will be utilized and shall be allowed. Absolutely no air-conditioning units or other appliance will be allowed to be used during the set-up that would require electrical consumption or be connected to any outlet inside the function room.
5. Live bands and mobile sound systems are only allowed from 6pm to 12mn. Use of sound system exceeding 1000 watts must be coordinated with SFSDC account representative and subject for approval.
6. The air-conditioning units must only be switched-on 30 minutes before the start of the reservation period.
7. Delivery and hauling of the supplies, materials, equipment etc can only be transported through the service elevator or as designated by SFSDC.
8. Cooking of food is not allowed in the function room.
9. BSA Twin Towers will provide technical assistance only upon request and when necessary.
10. Decoration (ie tarpaulin, flag etc.), if any, left in the function after the function and not immediately pulled-out will be subject to a fine of Php1,000.00 per day.
11. Damages, breakages and injuries incurred attributable to the Client and/or its guests shall be for the account of the Client.
12. SFSDC reserves the right to inform the Contact Person of any of their guest who may be disorderly, obnoxious, or out of control before we remove said guest(s) with tact and diplomacy, from our premises.
13. All activities and use of function room must only be limited to social or business functions, and in no event shall noisy, unruly, illegal, immoral or unethical behavior or activities be allowed in the function room or the building premises.

» ELECTRICAL EQUIPMENT

1. If Client wants to bring his/her own electrical equipment (ie. Laptop, lcd projector, dvd player etc), an electrical charge of Php 250.00 per equipment per day shall apply.

» DÉCOR/ORNAMENTS POLICY

1. All decorations must be discussed with SFSDC Sales Account Executive / Sales Manager and shall be subject to approval.

- 2. No staples, thumbtacks, scotch tape, packaging tapes allowed on walls, floors and ceiling. Only masking tape is allowed for decorative adhesion but on glass surfaces only.
- 3. Any candle wax, ink, gum on table will result in Php1,000.00/table cloth chargeable to the account of the Client.

» RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

- 1. The Client acknowledges and agrees that he/she/it assumes full responsibility for himself/herself, any representatives, workers, facilitators, heirs and next of kin, relatives, friends and all invited guests, as to the safe use and operation of the function room during the entire period of the event being hosted.
- 2. The Client fully accepts and assumes all risk and responsibility and to pay for any and all losses or damages incurred as a result of its hosting the event caused by and against the representatives, heirs, next of kin, children, families and all invited guests participating in the event.
- 3. The Client, hereby agrees to waive, release, defend, indemnify and hold harmless SFSDC, its agents, servants, employees, officers, directors, and members, for any claim for loss, injury, damages and law suits of whatever nature, arising out or in connection with, the use or operation of the function room and equipments, attendance to and participation in the event / activities therein, consumption of the food and drinks served, including that taken out from the event.

» ACKNOWLEDGEMENT

- 1. This agreement must be signed in acknowledgement by the Client. The Client understands and must comply with all of the above information and agreements stipulated herein.
- 2. Thank you for considering SFSDC for your function. We appreciate your full cooperation in understanding and complying with the terms, rules, policies and conditions of this agreement and we look forward to your event to be not only successful but a great experience to remember.
- 3. The Client shall not assign or transfer its right in this agreement. No right, title or interest thereto shall be conferred on or vested in anyone other than the Client without written consent of SFSDC.
- 4. By signing this agreement, Client agrees to all of the above terms and conditions and that of the terms and conditions of the lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their representatives, this _____ day of _____, 2014 at the City of Mandaluyong, Philippines.

ST. FRANCIS SQUARE DEVELOPMENT CORPORATION
Through
ST. FRANCIS SUTIES & RESORT

GOVERNMENT PROCUREMENT POLICY
BOARD TECHNICAL SUPPORT OFFICE

By:

Bianca Albana
Banquet Sales Manager

Bhelle Aquino
Account Executive - Rooms

Analynda Tan
Director of Sales & Marketing

By:

Atty. Dennis S. Santiago
Executive Director

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Mandaluyong)S.S.

BEFORE ME, a Notary Public of Mandaluyong City, this _____, personally appeared the following:

NAME:
BIANCA ALBANA
ANALYNDA TAN
BHELLE AQUINO
ATTY. DENNIS S. SANTIAGO

GOVERNMENT ISSUED ID
TIN# 238-562-131
TIN# 186-656-073
TIN# 243-496-588

known to me to be the same persons who executed the foregoing Function Agreement consisting of four (4) pages including this page on which the acknowledgement is written, signed by the parties thereto together with their instrumental witnesses on each and every page thereof and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, in the place and date above given.

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of: 2014



Department of Budget and Management
GOVERNMENT PROCUREMENT POLICY BOARD
TECHNICAL SUPPORT OFFICE

NOTICE OF AWARD

29 May 2014

MS. BIANCA ALBAÑA

Banquet Sales Manager

ST. FRANCIS SQUARE DEVELOPMENT CORPORATION (BSA TWIN TOWERS)

4F, St. Francis Square, Doña Julia Vargas Ave. cor. Bank Drive,
Ortigas Center, Mandaluyong City

Dear Ms. Albaña:

We are pleased to inform you that the quotation of **St. Francis Square Development Corporation (BSA Twin Towers)** for the **Lease of Venue, including accommodation and meals (Project)** under the procurement activity entitled **Training on the Use of the Agency Procurement Compliance and Performance Indicators (APCPI) System for 2013 Procurement Activities of State Universities and Colleges (SUCs) (Cluster 1)** in the amount of **Three Hundred Forty Four Thousand Six Hundred Pesos (PhP344,600.00)** has been determined as the lowest calculated responsive quotation.

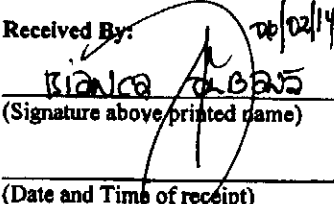
A Contract for the Project shall be approved at the soonest possible time, pursuant to Republic Act No. (RA) 9184 and its Implementing Rules and Regulations (IRR).

We appreciate your interest in this opportunity and we look forward to the satisfactory performance of your obligations under the said Project.

Very truly yours,


DENNIS S. SANTIAGO
Executive Director V

Received By:


Bianca Albaña
(Signature above printed name)

(Date and Time of receipt)

**Kindly fax to sender to acknowledge receipt*