



EMBASSY OF THE REPUBLIC OF THE PHILIPPINES  
PASUGUAN NG REPUBLIKA NG PILIPINAS  
SEOUL



**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

24 October 2025

Dear Mr. Choi,

Please be informed that, per Notice of Award dated 23 October 2025, issued by the Head of Procuring Entity, your company, **HANHWA HOTEL & RESORT**, is hereby given this Notice to Proceed in connection with the procurement of a contract for short-term lease of the Philippine Delegation secretariat rooms in Gyeongju (near the Lahan Select Gyeongju) during the APEC Economic Leaders' Week, upon signing of the Contract.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the Government Procurement Act of 2003.

Sincerely yours,

  
**BERNADETTE THERESE C. FERNANDEZ**  
Ambassador and Head of Procuring Entity

**Mr. SEOK-JIN CHOI**

Representative, Hanhwa Hotels & Resorts Co., Ltd.  
402, 27, YHari 2-gil, Mulguem-eup,  
Yangsan-si, Gyeongsangnam-do

# CONTRACT

The Contract for Short-Term Lease of the Philippine Delegation Secretariat Room in Gyeongju (near the Lahan Select Gyeongju) during the APEC Economic Leaders' Week ("Contract") is entered into between the **EMBASSY OF THE REPUBLIC OF THE PHILIPPINES** in Seoul ("*Embassy*"), with its office at 80 Hoenamu-ro, Yongsangu, Seoul 04346, represented by Ambassador Bernadette Therese C. Fernandez, and **HANWHA HOTELS & RESORTS CO., LTD.**("Hotel") with its office 402, 27, YHari 2-gil, Mulguem-eup, Yangsan-si, Gyeongsangnam-do, represented by Mr. Seok-jin Choi.

## I. Scope of Work

These terms and conditions apply to contracts for the lease of secretariat (hotel) rooms, as well as to all further services and deliveries of the Hotel provided to the customer in connection with said reservation.

## II. Contract Conclusion

The contract becomes effective upon the Hotel's acceptance of the Embassy's request. The Hotel is free to confirm the room reservation verbally and in writing (via email).

The Embassy, with the Hotel's confirmation, has reserved the following rooms:

Check-in Date	Check-out Date	Room Type	Quantity of Rooms	Nights	Total Amount per room (in KRW)	Total Amount (in KRW)
30 October 2025	01 November 2025	Premier Suite	2	2	1,300,000	2,600,000
TOTAL						KRW 2,600,000

## III. Services, Prices, Payment, Offsetting

- The Hotel is obliged to provide the rooms booked by the Embassy and to render the agreed services.
- Aside from the basic amenities provided in the room, the Hotel shall ensure that the premier suite rooms are equipped with tables and chairs for the office equipment and work space area of the Embassy.
- The Embassy is obliged to pay the agreed or applicable prices of the Hotel for the provided rooms and further services used. This also applies to hotel services and expenses arranged by the customer for a third party.
- The Hotel may make the acceptance of a subsequent reduction of the number of rooms or the duration of stay depend on the price for the



rooms.

#### **IV. Cancellation by the Customer (No-Show)**

- a. A cancellation of the contract concluded by the Parties requires the approval of the Hotel in text form. Should that be withheld, the price agreed in the contract is to be paid even if the Embassy does not utilize the reserved rooms.
- b. If the parties set a date for cost-free withdrawal of the contract, the Embassy can withdraw from the agreement until that date without giving rise to claims for payment or damages. The Embassy's right of withdrawal expires if it has not exercised it in writing by the agreed date.
- c. The Hotel has to apply credit for the income from renting the rooms to other customers as well as for saved expenses. If the room is not rented to someone else, the Hotel may demand the total equivalent of one (1) night's stay for the number of reserved rooms, which, in this contract, is KRW 1,300,000 (for the 2 rooms).

#### **V. Withdrawal by the Hotel**

- a. If it has been contractually agreed that the Embassy can withdraw from the contract free of charge within a specified period, it is entitled to withdraw from the Contract if other customers request the contracted booked rooms and the customer does not waive his right of withdrawal upon inquiry thereof by the Hotel.
- b. Furthermore, the Hotel is entitled to withdraw from the Contract for an objectively justified reason, such as:
  - i. Force majeure or other circumstances for which the hotel is not responsible, rendering the fulfillment of the contract impossible;
  - ii. Rooms were reserved culpably with misleading or false essential information, for instance, concerning the identity of the customer or the purpose of the stay;
  - iii. The Hotel has reason to assume that the customer's use of the hotel's services may put the smooth operation, safety or the public reputation of the hotel at risk without attributing this to the domain or management of the Hotel;
  - iv. The purpose of the occasion of the stay is unlawful

#### **VI. Room Provision, Check-in, Check-out**

- a. Booked rooms are available to the Embassy from 1500H (3:00 PM) on the agreed arrival date.
- b. On the agreed check-out date, the rooms are to be vacated and available to the hotel at 12:00 PM at the latest. After that, the Hotel may, due to the late vacation of the room, charge for its use beyond the contracted deadline: 50% of the daily rate up to 6:00 PM, 100% of the daily rate for after 6:00 PM.

#### **VII. Final Provisions**

- a. Changes and amendments to the contract, the acceptance of a request, or these general terms and conditions for the accommodation in the hotel shall be made in text form. Unilateral changes or amendments by the Embassy are invalid.
- b. Should any term or clause of these general terms and conditions in whole or in part be or become void or nugatory, the remaining terms or clauses remain valid. In all other respects, legal regulations shall apply.

#### **VIII. Terms of Payment**

Payment shall be made within seven (7) days after fulfillment of the contract and receipt of the invoice to determine the final cost due to the Hotel. The Embassy shall deposit the payment to the Hotel's bank account with the following details:

- a. Account Name : Hanwha Hotels & Resorts Co., Ltd.
- b. Account Number : 421-05-052322
- c. Bank : Woori Bank

#### **I. Miscellaneous**

The Embassy and the Hotel agree to the following:

- a. *No Employer-Employee Relationship.* Nothing in the contract is intended or deemed to create any employment, partnership, agency, or joint venture between the parties.
- b. *Additional Services.* Any additional services ("Additional Services") must be requested by either Party in writing and subject to the availability of suppliers and contractors in Seoul, South Korea.
- c. *Government Auditing Rules and Regulations.* The relevant accounting and auditing rules of the Government of the Republic of the Philippines shall cover this contract.

#### **X. Severability**

Should any provision of this contract be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this contract shall be unaffected thereby and shall continue to be valid and enforceable.

#### **XI. Settlement of Disputes**

Parties shall exert their best efforts to amicably settle any dispute,

controversy, or claim arising from the contract or the breach, termination, or invalidity thereof.

#### ***XII. Termination of Contract***

This Contract may be terminated by either party with thirty (30) days' written notice and without cause. It may also be terminated immediately for cause if the Supplier fails to perform as specified in this Contract.

#### ***XIII. Observation of Laws***

Both parties shall comply with the provisions of relevant laws and regulations of the Republic of Korea and the Republic of the Philippines in the performance of the contract.

#### ***XIV. Immunity***

Nothing in the contract shall be construed as a waiver by the Embassy of its diplomatic or consular immunity recognized under international law and national laws of the Republic of Korea.



#### ***XV. Entire Contract***

This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

**25 OCTOBER 2025**

[EMBASSY]

[HOTEL]

  
**BERNADETTE THERESE C. FERNANDEZ**  
Ambassador  
Embassy of the Republic of the Philippines



**SEOK-JIN CHOI**  
Representative  
Hanwha Hotels & Resorts Co., Ltd.

