

CONTRACT

THE PUBLIC IS INFORMED:

This Contract is entered into this ___ day of SEP 30 2022, 2022 in the City of Pasay, Philippines by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter referred to as the "FIRST PARTY") a government agency with principal office address at 2330 Roxas Boulevard, Pasay City, 1300 Metro Manila, represented by its Undersecretary and Head of Procuring Entity, **HONORABLE ANTONIO A. MORALES**,

and

MAKATI DIAMOND RESIDENCES, (hereinafter referred to as the "SECOND PARTY") a Philippine-registered corporation, with business address at 118 Legazpi Street, Legazpi Village, Makati City, 1229 Metro Manila, represented herein by its Account Manager, **SALVADOR C. RAMONES, JR.**, who is authorized to enter into this Contract pursuant to the Letter of Authorization dated 26 September 2022 a copy of which is attached as **Annex "A"** and made an integral part of this Contract;

Collectively referred to as the "**PARTIES**" and individually as a "**PARTY**".

WITNESSETH:

WHEREAS, the First Party is one of the organizers of the HCCH Asia Pacific Week Manila 2022 (hereinafter referred to as the "**EVENT**") from 18 to 20 October 2022;

WHEREAS, the First Party is in need of a venue to hold the event and lodging to accommodate the members of the organizing committees and event guests;

WHEREAS, the Second Party is in the hotel and events business and is capable of providing the requirements of the First Party relative to the event;

WHEREAS, the First Party accepts the offer of the Second Party to provide the venue and lodging requirements; and,

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract to the Second Party by virtue of a BAC Resolution No. NTC-240-22 dated 30 September 2022, hereby attached as **Annex "B"** and made an integral part of this Contract;"

NOW THEREFORE, for and in consideration of the foregoing premises, both Parties hereby agree, as follows:

I. OBJECTIVE

The Parties agree to hold the event at the Makati Diamond Residences and house the members of the organizing committees and event guests therein. The details and technical requirements are indicated in the **Terms of Reference** hereby attached as **Annex "C"** and made an integral part of this Contract.

II. OBLIGATIONS OF THE PARTIES

A. Obligations of the First Party

1. The First Party shall provide the Second Party with a coordinator (site anchor) who shall represent the First Party in coordinating the venue and lodging arrangements with the Second Party, to ensure that the full scope of the services in this Contract is implemented.
2. The First Party shall provide alternative coordinators, if needed, to ensure that the full scope of services in this Contract is implemented.
3. The First Party shall process and settle the contract price in accordance with Article III of this Contract.

B. Obligations of the Second Party

1. The Second Party shall faithfully comply with the technical requirements and schedule indicated in the Terms of Reference (**Annex "C"**).
2. The Second Party shall provide the First Party with a coordinator (site anchor) who shall represent the Second Party in coordinating the venue and lodging arrangement with the First Party, to ensure that the full scope of the services in this Contract is implemented.
3. The Second Party shall provide alternative coordinators, if needed, to ensure that the full scope of services in this Contract is implemented.
4. The Second Party shall provide sufficient manpower, with the skills required, to comply with the technical requirements indicated in the Terms of Reference (**Annex "C"**).

III. CONTRACT PRICE AND PAYMENT

- A. For and in consideration of the performance of services, the First Party shall pay the Second Party the Contract price of **Five Million Two Hundred Nine Thousand Four Hundred Fifty Pesos only (Php 5,209,450.00)**.
- B. The First Party shall pay the Second Party by bank transfer from the Landbank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LLDAP) within thirty (30) working days. The LDDAP shall be payable to:
 - Bank Name: United Coconut Planters Bank
 - Bank Account Number: 2000 100 151 50
 - Bank Branch: UCPB Main Office Branch
 - Bank Address: G/F, UCPB Executive Offices Building, Makati Avenue, Makati City
- C. The Contract Price is inclusive of Value-Added Tax (VAT) and other applicable taxes and charges and shall be released to the COMPANY subject to the provision of this agreement and the usual government accounting and auditing rules and regulations and upon submission of the following supporting documents:
 - a. approved proposal and quotation of services;
 - b. PHILGEPS certificate;
 - c. BIR;
 - d. Latest Income Tax Return;
 - e. Mayor's Permit;
 - f. Sales Invoice or original billing request
 - g. Provisional Receipt for each tranche
 - h. Duly Signed and Notarized Contract
 - i. Company Profile
 - j. Bank Details and TIN No.

IV. NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is mutually understood that the Second Party is an individual contractor. There shall be no employer-employee relationship between the First Party and the Second Party and between each of them and the respective officers, trustees/directors, managers, employees, agents and representatives of the other Party.

V. LIABILITY

Neither Party nor any of its officers, trustees/directors, managers, employees, agents, and representatives shall be liable to the other Party or any of its officers, trustees/directors, managers, employees, agents and representatives for any loss, liability, damage or expense arising out of or in connection with the performance by the other Party of any services contemplated by this Contract, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, trustee/director, manager, employee, agent, or representative of the former Party.

The liability of the Second Party arising out of any act carried out pursuant to this Contract whether in contract, tort or otherwise, shall not in any case exceed the contract price for the services pursuant to this Contract. Subject to the foregoing, the Second Party shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of contracts, loss of profits, economic or financial losses or anticipated savings) howsoever arising which may be suffered by the First Party, except under the term of the preceding paragraph.

VI. NON-ASSIGNMENT OR TRANSFER OF RIGHTS

The Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Contract.

VII. THIRD PARTY CONTRACTS

Any other contract or agreement entered into by the Second Party and a third party shall be exclusively between such parties, to the exclusion of the First Party. The Second Party warrants that it shall hold free and harmless the First Party from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the event.

VIII. CONFIDENTIALITY OF INFORMATION

Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the First Party. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.

IX. FORCE MAJEURE AND EXCLUSION OF LIABILITY

The performance of this Contract by either Party is subject to the 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 inadvisable, illegal or impossible to perform the terms of contract, hold the meeting, or provide the facility. The Contract may be terminated or revised for any of the above reasons without liability by written notice from one Party to the other.

The Second Party shall not be held responsible for the failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of status of the Philippine Government, strikes, riots and acts of God or conditions beyond its control. In the event of non-performance due to the above reasons, the Second Party shall refund all payments received for the function not performed.

X. DISPUTE RESOLUTION

In the event of any dispute or difference that may arise between the Parties herein in connection with this Contract or the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. However, in case such dispute is not amicably settled, the Parties shall submit themselves to the exclusive venue of the appropriate court in Pasay City to the exclusion of any and all other courts and tribunals that may exercise concurrent or coordinate jurisdiction.

XI. SEPARABILITY

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.


XII. MISCELLANEOUS PROVISIONS

- A. Both Parties shall comply in all material respects with all applicable Philippine laws and governmental rules, regulations, orders and decrees.
- B. This Contract encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Contract or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.

XIII. EFFECTIVITY AND TERM OF THE CONTRACT

This Contract shall take effect upon its signing by both Parties, and shall be valid for the duration of the Contract Period, unless extended by written approval of the parties. This Agreement may be pre-terminated by either Party for cause and with at least ten (10) days prior notice in writing.

IN WITNESS WHEREOF, the Parties through their authorized representatives, have signed this Contract on the date and place above written.



ANTONIO A. MORALES
Head of Procuring Entity and
Undersecretary for Administration
Department of Foreign Affairs



SALVADOR C. RAMONES, JR.
Account Manager
Makati Diamond Residences

Signed in the presence of:



DOMINGO P. NOLASCO
Assistant Secretary
Office of Treaties and Legal Affairs
Department of Foreign Affairs



LILI-AN SAYSON-POPA
Director of Sales and Marketing
Makati Diamond Residences



LYRIE F. FULGENCIO
Chief Accountant
Department of Foreign Affairs

ACKNOWLEDGMENT

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

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on **SEP 30 2022** 2022 personally appeared **ANTONIO A. MORALES**, Office of the Undersecretary for Administration, Department of Foreign Affairs, and **Makati Diamond Residences** represented by **SALVADOR C. RAMONES, JR., Account Manager**, known to me to be the same persons who executed the **CONTRACT** consisting of seven (7) pages including the page on which this acknowledgment is written. All pages have been signed by the parties and their witnesses, and they acknowledge to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	921470	DFA Manila	02 August 2019
SALVADOR C. RAMONES, JR.	P3768029A	DFA Manila	22 July 2017

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on the date and in the place above written.

NOTARY PUBLIC

Doc. No. 170
Page No. 25 ;
Book No. XXXIX
Series of 2022.

ATTY. LEONARDO A. SARMIENTO III
Notary Public for the City of Manila
Notarial Commission NO. 2020-048
(Under Supreme Court B.M. 3795) extended from July 1 to December 31, 2022
PTR No. OR No. 0154919 - 01/04/2022
IBP OR No. 004582 - 01/04/2022
MCLE No. VI-0022748 - 04/02/19 Roll of Attorney No. 55518

ANNEX "C"

TERMS OF REFERENCE

Department of Foreign Affairs
HCCH Asia Pacific Week Manila 2022
October 17-21, 2022
250 persons

The following are the details of the arrangements for the event, taking into account the specific requirements of the Department of Foreign Affairs:

GUESTROOM ACCOMMODATION

Room Type	Number of Rooms	Check In Date	Check out Date	Room Rate
41 SQM Studio King or Twin (Single/Double Occupancy)	30	October 17, 2022	October 21, 2022	PhP 6,300.00 nett per room per night
64 SQM One Bedroom Suite (Single/Double Occupancy)	25	October 17, 2022	October 21, 2022	PhP 7,300.00 nett per room per night
CLUB ROOMS				
72 SQM One Bedroom Suite (Single/Double Occupancy)	8	October 17, 2022	October 21, 2022	PhP 9,300.00 nett per room per night
70 SQM One Bedroom Suite (Single/Double Occupancy)	10	October 17, 2022	October 21, 2022	PhP 10,300.00 nett per room per night
80 SQM One Bedroom Suite (Single/Double Occupancy)	7	October 17, 2022	October 21, 2022	PhP 11, 300.00 nett per room per night

ESTIMATED TOTAL ROOM CHARGES FOR OCTOBER 17-21, 2022: PHP 2,512,000.00 nett

Room rates are inclusive of government taxes

STANDARD AMENITIES / CONCESSION

- Room Concession: the hotel shall extend (1) complimentary room with breakfast for every twenty (20) paying rooms per night; maximum of (3) rooms.
 - Provision of water filtration system
 - Complimentary Wi-Fi access in the room and common areas for two (2) devices
 - Complimentary welcome refreshments
 - Use of Coffee and Tea Facilities in the room
 - Use of Fitness Center and indoor lap pool
 - Breakfast for Registered Guests
 - Daily housekeeping

CLUB ROOM AMENITIES

- Complimentary food and beverage presentation daily
 - Buffet Breakfast 6:00 am to 10:00 am
 - Evening Snacks 5:00 pm to 7:00 pm
 - Refreshments 6:00 am to 9:00 pm
- Preferred check-in and check-out, **subject to availability**
- Late check-out until 4:00 pm, **subject to availability**
- Complimentary daily use of the meeting rooms for two hours, prior reservation is recommended
- Complimentary local city calls within Metro Manila, excluding calls made to mobile phones
- Shoe Shine service

TRANSPORTATION

Should individual airport car transfers are required for guests, the Hotel can arrange exclusive transfers for the delegates through the following:

- Car (Altis) (max of 2 persons, one way) PHP 2,600.00 per way
- Car (Camry) (max of 2 persons, one way) PHP 2,900.00 per way
- Car (Volkswagen Passat) (max of 2 persons, one way) PHP 3,300.00 per way
- Van (Grandia) (max of 5 persons, one way) PHP 3,300.00 per way

Additional Car Hire Requirements within Metro Manila area only:

Vehicle Type First 2 Hours in excess of the 2 Hours

Van (Grandia) (max of 3 persons) PHP 4,400.00 per unit PHP 2,200.00 per hour

Parking and toll fees are not included.

Above rates current and subject to change without prior notice.

RESERVATION PROCEDURE/ROOM REDUCTION & NO SHOW

The DFA shall provide the Hotel with a rooming list by **October 10, 2022**. The rooming list should include guest name, arrival/departure dates, flight details, room category, single/double occupancy and credit card details for reservation guarantee. Any reservations made after this date will be subject to availability.

Any cancellation of guest rooms from the final rooming list after **October 13, 2022** or no show will result in a cancellation charge equivalent to full duration of stay. Early departure will be charged for the duration as originally reserved.

The DFA shall be responsible for the late cancellation, no show charges and early departure charges for those guests who do not provide credit card details in the rooming list. These charges will be billed to the Master Account.

GUEST ROOM RESERVATIONS GUARANTEE

All reservations must be guaranteed by a one-night room rate advance deposit by cash, bank draft or major credit cards. For credit card guarantee, the Hotel requires written information to include the name of the cardholder as it appears on the card, the card number and card expiry date. Guaranteed reservations will be held until noon on the following day of the confirmed arrival date.

All non-guaranteed reservations will be released after 18:00 hours on the date of scheduled arrival. Thereafter, guest rooms will be subject to availability.

NAMELIST

The Hotel would appreciate receiving a complete namelist with arrival and flight details not later than **October 10, 2022**. This would enable the Hotel to make arrangements appropriately. Additional reservations made on the actual date of arrival shall be subject to room and group rate availability.

Only authorized signatories are allowed to make reservations during the event. All authorized signatories must be physically present during the event to countersign any revision in the latest namelist with the Front Desk. Verbal revisions shall not be honored.

The authorized signatories of these events are:

	1	2	3
Complete Name			
Specimen Signature	1		
	2		
	3		

Designation

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CUT-OFF DATE

All guest accommodations outlined in the guest accommodations block that are not reserved by **October 13, 2022** will be canceled and may be resold by the Hotel. Any guest accommodations desired by the group after the cut-off date will be on a space availability basis at the prevailing Select Rate.

FUNCTION SPACE ASSIGNMENT

The Hotel shall reserve the following function spaces:

DAY 1:

DATE	START TIME	END TIME	FUNCTION	ROOM	SET-UP	# OF PAX	MEAL REQUIREMENTS / REMARKS
October 18, 2022	7:00 AM	11:00 PM	Secretariat Dining Area / Storage	Valero Room, 2 nd floor	Secretariat	-	Complimentary
	8:00 AM	5:00 PM	Holding Room for VIPs	Perea Room, 2 nd floor	Existing	-	Complimentary
	7:00 AM	11:00 PM	Secretariat Headquarters	Salcedo-Arnaiz, 2 nd floor	Secretariat	-	Complimentary
	7:00AM	11:00PM	Prayer Room	Rada, Upper Ground Floor	-	-	Complimentary
	1:00PM	5:00PM	Sessions 1-2	Legaspi Ballroom, 2 nd Floor	Rounds	-	Waived in lieu of PM Snack Arrangement
October 18, 2022	7:00PM	11:00PM	Dinner	Legaspi 1 & Ballroom, 2 nd Floor	Rounds	250	Hosted by UP Law Center

DAY 2:

DATE	START TIME	END TIME	FUNCTION	ROOM	SET-UP	# OF PAX	MEAL REQUIREMENTS / REMARKS
October 19, 2022	7:00 AM	11:00 PM	Secretariat Dining Area / Storage	Valero Room, 2 nd floor	Secretariat	-	Complimentary
	8:00AM	5:00 PM	Holding Room for VIPs	Perea Room, 2 nd floor	Existing	-	Complimentary
	7:00 AM	11:00 PM	Secretariat Headquarters	Salcedo-Arnaiz, 2 nd floor	Secretariat	-	Complimentary
	7:00AM	11:00PM	Prayer Room	Rada, Upper Ground Floor	-	-	Complimentary
	8:00AM	1:00 PM	Sessions 3 -5	Legaspi Ballroom, 2 nd Floor	Rounds	250	Waived in lieu of Meeting Package
	2:30 PM	5:15PM	Sessions 6-8	Legaspi Ballroom, 2 nd Floor	Rounds	-	Part of Meeting Package
	7:00PM	11:00PM	Dinner	Legaspi Ballroom, 2 nd Floor	Rounds	250	Hosted by Philippine Judicial Academy

DAY 3:

DATE	START TIME	END TIME	FUNCTION	ROOM	SET-UP	# OF PAX	MEAL REQUIREMENTS / REMARKS
October 20, 2022	7:00 AM	11:00 PM	Secretariat Dining Area / Storage	Valero Room, 2 nd floor	Secretariat	-	Complimentary
	8:00 AM	5:00 PM	Holding Room for VIPs	Perea Room, 2 nd floor	Existing	-	Complimentary
	7:00 AM	11:00 PM	Secretariat Headquarters	Salcedo Arnaiz, 2 nd floor	Secretariat	-	Complimentary
	7:00AM	11:00PM	Prayer Room	Rada, Upper Ground Floor	-	-	Complimentary

	9:00A M	10:30AM	Break-Out Session / Coffee Break	Legaspi Ballroom, 2 nd Floor	Rounds	-	Waived in lieu of AM Snack Arrangement
October 20, 2022	10:30A M	1:00 PM	Plenary Sessions 9-11	Legaspi Ballroom, 2 nd Floor	Rounds	-	Part of Meeting Package
	1:00 PM	2:00 PM	Send-Off Lunch	Legaspi Ballroom	Rounds	250	Waived in lieu of Plated or Buffet Lunch Arrangement

Function rooms are assigned according to the expected attendance and set up. The Hotel reserves the option to assign alternative meeting space suitable for the DFA's requirements should the expected attendance change. This will be subject to availability and prior agreement from the Organizer.

The above special rental and food & beverage charges are accorded with the understanding that a **minimum of Two Hundred Fifty (250) guests** will be attending the event. In the event that the number of guests fall below the agreed minimum, the Hotel will have the right to revise the rental and food and beverage charges.

BANQUET PACKAGE

FOR DAY 1

One-Item Plated PM Snack: PhP 473.00 nett per person (Served with Brewed Coffee or Hot Tea)

FOR DAY 2

Whole Day Meeting Packages

One-Item AM Snack, Business Buffet Lunch, 1-Item PM Snack: PhP 2,835.00 nett per person (Lunch is served with one round of softdrink or iced tea)

FOR DAY 3

One-Item Plated AM Snack: PhP 473.00 nett per person (Served with Brewed Coffee or Hot Tea)

International Buffet Menu C: PhP 3,150.00 nett per person (Lunch is served with one round of softdrink or iced tea)

Bento Meal for Secretariat: PhP 630.00 net per meal per person per day (Served with One Round of Iced Tea or Bottled Water)

Inclusions:

- Use of function room as indicated above

- Separate table setup for the Secretariat inside the conference venue and registration table at the entrance venue
- Complimentary wireless internet connection (10 mbps) for regular browsing
- Provision of 2 Unit of ceiling mounted 7K LCD projector and 2 Units of 9x12 Projection Screens
- Provision of data splitter
- Podium with microphone
- Provision of sound system and (7) units of microphones
- One dedicated A/V Technician for the duration of the event
- Provision of Pads and Pencils, Pads to be replenished daily
- Provision of Mint Candies
- Standard floral arrangement for lunch and cocktails
- Provision of Water Station and Flowing Coffee and Tea for the duration of the meeting
- Complimentary parking slots for 10% of the total number of attendees
- Complimentary use of the Rada Room as Prayer Room with Praying Mat and Compass.

OTHER REQUIREMENTS:

Handheld or Wireless Microphone: Php 1,500.00 nett per unit Lapel or Headworn Microphone: Php 2,500.00 nett per unit Laser Pointer: Php 1,200.00 nett per unit

7K ANSI Lumens LCD Projector and 7x 10 feet projection screen: Php 23,000.00 nett per unit

2-camera Audio-Video Live Streaming Service: PhP 29,400.00 nett LED Wall (9 x 12 ft) with frontal lighting package: PhP 52,700.00 nett per unit Additional internet bandwidth: PhP 1,000.00 nett per bandwidth

Cultural show for the Welcome/Gala Dinner (max of 1 hr): PhP 75,000.00 nett

Rates are inclusive of local government taxes.

FOOD & BEVERAGE GUARANTEE

The minimum revenue requirement per function room per day is consumable through pre-arranged food and beverage. Should the actual amount fall below the minimum revenue requirement, the difference shall be charged as room rental. The DFA must provide the Hotel the guaranteed attendance of each function no later than seventy-two (72) hours prior to the scheduled function. Hotel agrees to set five ten (10%) percent over the guaranteed attendance for banquets and to indicate on each food and beverage invoice the number served as well as the number guaranteed. Guaranteed attendance is not subject to reduction. The Hotel shall charge to the Master Account, the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.

Should the actual number of persons exceed the maximum guaranteed attendance, menu price per succeeding person will be subject to 10% increase.

CANCELLATION POLICY

For rooms:

Any room reductions, cancellations, or no-show pertaining to the above function not arising from fortuitous events, will be charged equivalent to the number of guaranteed room nights, to the company.

For banquets:

One-hundred percent (100%) charge will be applied based on the expected revenue should the DFA cancel after signing a confirmation letter or contract.

MAXIMUM FUNCTION ROOM CAPACITY

The maximum capacity of the allocated catering space is **380 persons**. In the interest of safety and in compliance with local regulations, the Hotel shall not permit entry in excess of this number.

EXHIBIT AND OTHER SET-UP

The Company is requested to submit a **lay-out of exhibit, stage and other kinds of set-up including lighting and technical specifications**. All lay-outs are subject to approval of the Hotel. **All contractors and suppliers must secure a restricted pass from the Hotel at least seven (7) days before the event**. The DFA shall ensure that all set-ups will not compromise the safety and security of the Hotel and the guests. The Hotel shall not be responsible for any adverse consequences arising from non-compliance.

INGRESS

The **ORGANIZERS, EXHIBITORS AND SUPPLIERS** shall use the Hotel's service entrance for any entry and exit of equipment, materials and crew at a time mutually agreed.

The DFA shall ensure that any set-up for props and backdrops installed is in compliance with safety and fire regulations prescribed by local authorities. The Hotel shall not be held responsible for any adverse consequences arising from non-compliance.

FIRE AND SAFETY REGULATIONS

In order to ensure the safety of our guests, the DFA and its contractors shall adhere to the Hotel regulations, and that the obstruction of any fire escapes inside the ballrooms/function rooms by seating, stages, equipment and set up etc., are not permitted under any circumstances.

In addition, the DFA must inform the Hotel any use of flammable materials in the ballrooms/function rooms together with the quantity well in advance and such

flammable materials could be used only with the permission granted by the Hotel's Management.

DECORATION

Signage and promotional materials are not allowed in the Main Lobby. Promotional materials may only be placed at the foyer of the function rooms that will be used.

To enable the Hotel to maintain its standard of presentation, the Hotel reserves the right to refuse any banners, backdrop or signage that are brought in without prior consent by the Hotel

The DFA shall ensure that any set-up for props and backdrops installed by its appointed contractors is in compliance with the safety and fire regulations prescribed by local authorities. The Hotel shall not be held responsible for any adverse consequence arising from non-compliance.

SOUND EFFECTS

The Hotel must be notified at least 14 working days prior to the actual event date for use of any professional sound and audio equipment. The Hotel reserves the right to refuse or prohibit the use of the sound equipment anticipated to cause noise disturbance to other functions during rehearsal or on the actual day of the event.

ADVERTISING

The DFA shall not use the name, trademark, logo or other proprietary designation of the Hotel, in any advertising or promotional materials without the prior written approval of the Hotel. The Hotel shall accept the same restrictions with respect to the use of the DFA's name, trademark, logo and other proprietary designation.

DAMAGE

Liability Contract must be signed and agreed upon prior the commencing of any work to be carried out within the Hotel's premises. The Hotel has every right to refuse entry to any contractors engaged by the Company, should the Liability Contract not be signed and returned to the Hotel in time for the work to be carried out. Should there be any damage to the Hotel property during the contracted period, which are directly caused by the contractors engaged by the Company, the agreed party shall assume the entire responsibility and liability for losses, damage, claims, demands and expenses arising during the contracted work period.

WAIVER FOR LOSS

All valuables should not be left unattended. DFA shall be solely responsible for all event materials, equipment and your guests' personal belongings, such as wardrobes, gifts, prizes, exhibits, props, displays and other related materials. The Hotel shall, in no instance, be held liable for any damage to or loss of such items, whether in the Hotel's

public areas or inside the function rooms, unless the DFA or its guest arranges with the Hotel for additional security who shall personally attend to these items. Special security arrangements shall be for your account and subject to a separate contract.

SECURITY

The Hotel shall provide normal security to ensure orderly running of the event. The DFA should at its own cost arrange security to ensure safety of the items displayed/exhibited. The safekeeping of the items to be placed for display/exhibition at all times including prior to and after the event will be the responsibility of the DFA. Should armed security guards be involved, the DFA has to obtain an appropriate license from the local authority at its own cost. Should the above arrangement be required, the Hotel must be informed in advance for necessary coordination and assistance.

To ensure the safety of the guests within the hotel, the Hotel has a strong security personnel assigned in key posts on a 24- hour basis. This team patrols the perimeter of the property at all times. The Hotel has also invested in the latest in closed circuit camera technology to enhance and back-up the surveillance capability of its highly trained security force.

SERVICE CHARGE & GST

All rates are inclusive of VAT and Service Charge.

RATE CONFIDENTIALITY

All rates are not to be posted through any website and should not be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

PAYMENT PROCEDURES

For send bill arrangement, please provide the Hotel with the **Notice of Award** and **Letter of Authorization** together with **Certificate of Funds** on or before **October 10, 2022**.

ESTIMATED COMPUTATION

Date	Package	Units	Rate	Total Amount
October 17-21, 2022	41 SQM Studio Room King or Twin (Single / Double Occupancy)	30 units x 4 nights	Php 6,300.00 nett per room per night	Php 756,000.00 nett
	64 SQM One Bedroom Suite (Single / Double Occupancy)	25 units x 4 nights	Php 7,300.00 nett per room per night	Php 730,000.00 nett

	72 SQM One Bedroom Suite (Single / Double Occupancy)	8 units x 4 nights	Php 9,300.00 nett per room per night	Php 297,600.00 nett
October 17-21, 2022	70 SQM One Bedroom Suite (Single / Double Occupancy)	10 units x 4 nights	Php 10,300.00 nett per room per night	Php 412,000.00 nett
	80 SQM One Bedroom Suite (Single / Double Occupancy)	7 units x 4 nights	Php 11,300.00 nett per room per night	Php 316,400.00 nett
-	Airport Transfer (Regular Sedan)	20 units x 2 days	Php 2,600.00 nett per car per way	Php 104,000.00 nett
	Airport Transfer (Premium Sedan)	20 units x 2 days	Php 3,300.00 nett per car per way	Php 132,000.00 nett
	Airport Transfer (Van)	10 units x 2 days	Php 3,300.00 nett per car per way	Php 66,000.00 nett
October 17 & 20, 2022	Van Hire within Metro Manila	2 units x 6 hours x 2 days	Php 13,400.00 nett per unit per day	Php 26,400.00 nett
October 18, 2022	One Item Plated PM Snack	250 pax	Php 473.00 nett per person	Php 118,250.00 nett
October 19, 2022	Whole Day Meeting Package	250 pax	Php 2,835.00 nett per person	Php 708,750.00 nett
October 20, 2022	One Item Plated AM Snack	250 pax	Php 473.00 nett per person	Php 118,250.00 nett
	Send-Off Lunch International Buffet Menu C	250 pax	Php 3,150.00 nett	Php 787,500.00 nett

	Performer / Cultural Show	1	Php 75,000.00 nett	Php 75,000.00 nett
October 18-20, 2022	Secretariat/Crew Meal with One Round of Iced Tea or Bottled Water	5 meals x 100 pax	Php 630.00 nett per meal	Php 315,000.00 nett
October 18-20, 2022	LED Wall (9ft x 12ft)	1 Unit x 3 days	Php 52,700.00 nett per unit per day	Php 158,100.00 nett
October 18-20, 2022	2-camera Audio-Video Live Streaming Service	1 Lot x 3 days	Php 29,400.00 nett per day	Php 88,200.00 nett
TOTAL:				Php 5,209,450.00 nett

MASTER ACCOUNT

A Master Account will be established for the DFA. At least ten (10) days prior to the start of the event, the DFA shall notify the Hotel in writing of:

- a) The list of charges that are to be billed to the Master Account
- b) Authorized signatory to sign and approve charges that are to be billed to the Master Account.

OPTION DATE

The arrangement outlined in this Terms of Reference shall be held on a first option tentative basis until **October 13, 2022**. In view of the foregoing, the Hotel reserves the right to cancel all arrangements without notice or obligation to the DFA.

NON-COMPLIANCE

If the deposit and/or guaranteed document are not received by the aforementioned date indicated, regrettably the reservation for the DFA may be subject to cancellation with prior notice. Reinstatement of the reservation can only be made upon receipt of payment and subject to the availability of guest rooms and function space.