

Kagawaran ng Ugnayang Panlabas

Department of Foreign Affairs

NOTICE OF AWARD

20 March 2014

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in its Resolution No. 90 -14, the Department of Foreign Affairs is awarding the procurement for the working dinner to be hosted by the Secretary of Foreign Affairs in honor of H.E. Jose Manuel Garcia-Margallo, Minister of Foreign Affairs and Cooperation of the Kingdom of Spain on 24 March 2014 to your firm, **MANILA PENINSULA**, in the amount of Eighty Thousand Three Hundred Sixty-Eight Thousand (Php 80,368.00) only, including taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

MS. MAE ANN MANGAOANG

Events Manager
THE PENINSULA MANILA
Cor. Ayala and Makati Avenues
Makati City

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Sr. Sp. Asst. N. Servigon
BAC Chairman E.D. Austria-Garcia
BAC Vice-Chairman J.V.Chan-Gonzaga
BAC Members: E.C. Yulo
G.P. Ablog
G.B. Musor
B.T.L. Santos
End-user Representative:
Asst. Sec. M.Z.Angara Collinson
BAC Secretariat:
Head - A.O. Vallespin
A. De Asis-Del Mundo
S.P. Toledo
G.C. Fernandez

BIDS AND AWARDS COMMITTEE

BAC Resolution No. 90-14

RESOLUTION RECOMMENDING, BY REFERENDUM, NEGOTIATED PROCUREMENT (SMALL VALUE PROCUREMENT AND LEASE OF VENUE) AS ALTERNATIVE METHOD OF PROCUREMENT FOR THE HOTEL ACCOMMODATION, HOSTING OF DINNER AND TRANSPORTATION SERVICES DURING THE OFFICIAL VISIT TO THE PHILIPPINES OF H.E. JOSE MANUEL GARCIA-MARGALLO Y MARFIL ON 23-25 MARCH 2014

WHEREAS, in a Memorandum dated 20 March 2013, the Office of European Affairs (OEA) intends to procure the hotel accommodation and transportation services during the visit to the Philippines of H.E. Jose Manuel Garcia-Margallo y Marfil, Spain's Minister of Foreign Affairs and Cooperation on 23-25 March 2014;

WHEREAS, the Secretary of Foreign Affairs (SFA) approved the proposed budget for the said event, based on the attached memorandum dated 10 March 2014;

WHEREAS, the Office of Fiscal Management (OFM) issued a certificate indicating the availability of funds to cover the cost of hotel accommodation, transportation services, dinner hosted by SFA, security arrangements and other miscellaneous expenses to be incurred for the said event, chargeable to the Secretary's Dignitaries Fund;

WHEREAS, the Project Procurement Management Plan of OEA for CY 2014 includes the hosting of said visit; however, the Department's Final Annual Procurement Plan (APP) is yet to be finalized;

WHEREAS, Section 53 of the Revised Implementing Rules and Regulations (RIRR) of R.A. 9184, otherwise known as the Government Procurement Reform Act of 2009, allows an agency to resort to Negotiated Procurement;

WHEREAS, further, Section 53.9 of the said RIRR allows an agency to resort to Small Value procurement where the procurement does not fall under Shopping as defined in Section 52 of the said RIRR provided that the amount involved does not exceed the threshold amount of Five Hundred Thousand Pesos (Php 500,000.00). Provided further, that the procuring entity shall draw up a list of at least three suppliers which will be invited to submit proposals and to directly negotiate a contract with a technically, legally and financially capable supplier;

WHEREAS, Sec. 53.10 of the Revised Implementing Rules and Regulations of R.A. 9184 allows Negotiated Procurement as mode of procurement for the lease of privately owned real property and venue for official use, subject to GPPB Resolution No. 08-2009 (Revised Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue) issued by the Government Procurement Policy Board (GPPB) dated 03 November 2009;

NOW THEREFORE, we, the members of the Bids and Awards Committee of the Department, RESOLVE to RECOMMEND to the Head of Procuring Entity (HOPE) the resort to Negotiated Procurement (Small Value Procurement and Lease of Venue) as an alternative method of procurement for the hotel accommodation, hosting of dinner and transportation services during the visit to the Philippines of H.E. Jose Manuel Garcia-Margallo y Marfil, Minister of Foreign Affairs and Cooperation of the Kingdom of Spain, on 23-25 March 2014, subject to the above-mentioned requirements and provided that existing auditing rules and regulations shall be strictly observed by the end-user.

ADOPTED this 20th day of March 2014, Pasay City.

EVELYN D. AUSTRIA-GARCIABAC Chairperson

JOSE VICTOR CHAN-GONZAGA BAC Vice-Chairman

EDWARD C. YULO BAC Member

GERARDO P. ABIOG BAC Member

GONARANAO B. MUSOR BAC Member

BERTRAND THEODOR L. SANTOS BAC Member

MARIA ZENEIDA ANGARA COLLINSON

BAC Provisional Member Representative of the End-user

Approved: By the Authority of the Secretary of Foreign Affairs:

LINGLINGAY F. LACANLALE

Undersecretary for Administration and Head of the Procuring Entity

Foreign Affairs and Cooperation of the Kingdom of Spain, José Manuel Garcia- Margallo and Mme. María Isabel Barreiro Working Dinner offered by Secretary of Foreign, Hon. Affairs Albert F. Del Rosario and Mme. Del Rosario to Minister of EPARTMENT OF FOREIGN AFFAIRS

Monday, 24 March 2014 Fernández

MATRIX OF QUOTATIONS

Shangri- La Hotel	The Manila Penisula	HOTELS
Php 3,135.40 nett (minimum consumable spend amount to Php 50,000 nett) Php1,824 corkage nett fee per bottle for more than 12 bottles of wine	Php2,500 nett Php1,824 nett corkage fee per bottle for more than 12 per bottles of wine Php 2,000 nett corkage fee per bottle Php 750 nett	PRICE PER PAX
2 24	24 2 2 2 12	NO. OF PAX
 (5) course Dinner with drinks Use of function rooms (minimum consumable spend amount to Php 50,000 nett) Wireless internet connectivity Corkage fee waived for less than 12 bottles White wine Red wine 	 (5) course Dinner with drinks Use of function rooms Wireless internet connectivity Corkage fee waived for less than 12 bottles White wine Red wine Champagne Meals for support delegation 	REMARKS
Php75, 249.60 Php3,684 Php3, 684	Php60,000 Php3,684 Php3, 684 Php4,000 Php9,000	SUBTOTAL PRICE
Php94,417.60	Php80,368.00	BY: TOTAL PRICE

		Mandarin Oriental Hotel				
Php550 nett	Php 2,000 nett corkage fee per bottle	Php1,824 nett corkage fee per bottle for more than 12 bottles of wine		Php5, 158 nett	Php650 nett	Php 2,000 nett corkage fee per bottle
12	2	2 2		24	12	2
•	•	• • •	• •	•	•	•
Meals for support delegation	Champagne	Corkage fee waived for less than 12 bottles White wine Red wine	Use of function rooms Wireless internet connectivity	(5) course Dinner with drinks	Meals for support delegation	Champagne
Php6,600	Php4,000	Php3,684 Php3, 684		Php123, 792	Php7,800	Php4,000
		Php141,760.00				



Kagawaran ng Ugnayang Panlabas

Department of Foreign Affairs

OFFICE OF FISCAL MANAGEMENT

CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of FIVE HUNDRED NINETY FIVE THOUSAND SIX HUNDRED FIFTY PESOS ONLY (PhP595,650.00) is available to cover the hotel accommodation, transportation, dinner hosted by SFA, security arrangements and miscellaneous expenses in connection with the official visit of the Minister for Foreign Affairs and Cooperation of the Kingdom of Spain, H.E. Jose Manuel Garcia-Margallo y Marfil, chargeable against the Secretary's Foreign Dignitaries Fund, subject to existing accounting and auditing rules and regulations.

Funds provided for the purpose will be valid up to 31 December 2014.

This Certification is issued for whatever lawful purpose it may serve.

For the Assistant Secretary:

ALVAR E. ROSALES
Department Chief Accountant

20 March 2014

CERTIFIED TRUE CCPY
CENTRAL GECORDS DIVISION
DEPARTMENT OF SA AFFAIRS
2 0 MAR 2014

ACTING DIRECTOR

Kagawaran ng Ugnayang Panlabas



Department of Foreign Affairs

DEPARTMENT OF FOREIGN AFFAIRS
OFFICE OF THE SECRETARY

MAR 1 9 2014

VERY URGENT

OFFICE OF EUROPEAN AFFAIRS

MEMORANDUM FOR THE SECRETARY OF FOREIGN AFFAIRS

Through

The Undersecretary for Administration

The Assistant Secretary, OFM /

FROM

MARIA ZENEIDA ANGARA COLLINSON

Assistant Sécretary

SUBJECT

Request for Funding for Courtesies to be Extended during the

Official Visit of H.E. José Manuel García-Margallo y Marfil

23-25 March 2014

DATE

10 March 2014

With reference to the Secretary's approval of OEA's Memorandum dated 04 March 2014, on the holding of the High Level Political Consultations between the Secretary and Foreign Minister of the Kingdom of Spain, H.E. José Manuel García-Margallo y Marfil Margallo, as well as the hosting of dinner in his honor and his Spouse, Madame Isabel Barreiro and members of the Spanish delegation, OEA respectfully recommends that the following courtesies be extended to Foreign Minister Margallo and that expenses in the amount of PHP595,650.00 be charged to the Foreign Dignitaries Fund of the Secretary:

- 1. Provision of Hotel Accommodation
 - -Two (2) nights hotel room (suite) inclusive of incidental charges for Spanish Foreign Minister and Spouse;
 - -Two (2) nights hotel room for one (1) member of the Spanish delegation;
 - -Two (2) nights hotel room for one (1) close-in security officer (PH) & one (1) protocol officer:
 - -Two (2) nights hotel room for three (3) protocol officers (PH) (triple-sharing); and,
 - -Two (2) nights hotel room for one (1) lady close-in security officer for the spouse of the FM.
- 2. Provision of Transportations for two (3) days for:
 - The Foreign Minister (Mercedes Benz E Class);
 - One (1) member of Spanish delegation (Toyota Camry);
 - The three protocol officers (PH) (Two (2) Toyota Innova);
 - -One (1) lady close-in security for the spouse of the FM.
- 3. Provision of Allowances for the PH personnel
 - -Meal allowance for three (3) days for the two (2) close-in security officers;
 - -Meal allowance for three (3) days for the four (4) protocol officers;
 - -Fuel and meal allowance for three (3) days for the two (2) motorcycle escorts;
 - -Meal and Fuel allowance for two policemen escorts in a mobile car for three (3) days.
- 4. Gift for the Foreign Minister of the Kingdom of Spain.
- 5. Dinner in honor of the FM, his Spouse and members of the Spanish delegation.

Attached is the matrix of proposed budget for the said official visit.

For the Secretary's consideration.

] Approved [] Disapproved

ALBERT F. DEL ROSARIO Secretary of Foreign Affairs

Official Visit of The Minister of Foreign Affairs and Cooperation H.E. José Manuel García-Margallo Y Marfil, 23-25 March 2014

	,	I RANSPOR JAHON			W		\$, ³			HOTELS
		Alion No. of Vehicles	i .				· 		<u> </u>	NO_OF ROOM
	Class	RYPE OF WEHICLES		Superior (triple sharing) (lowest room category)	For 3 DFA Protocol Officers	double occupancy (lowest room category)	Superior For 2 Close- in Security	Executive Room	Suite (for the Foreign Secretary and Spouse)	TYPE OF ROOM
	rnpz 1,000.00	EXPERIGRES (UNIT COST (in PHP)			PHP16,000.00		PHP15,000.00	Php16,000.00	Php23,000 per night	UNIT COST (in PHP) NO OF
	c	WEST THE PROPERTY.					2	2		NO OF
•	(for 30 hours) + PHP40,500.00	AMOUNT			PHP32,000.00		Php30,000.00	Php32,000.00	Php46,000.00	TNOOWY
In the event of out of town	Inclusive of fuel, uniformed chauffeur and use of vehicle within Metro Manila (including waiting time), tax (10 HOURS per day)	Remarks							+ Incidental Expenses as reciprocal gesture. PH government will shoulder costs of lunch dinner, laundry and mini bar for the Foreign Secretary (+Php20,000.00)	REMARKS
-	rnp 103,500.00				PHP32,000.00		Php 30,000.00	Php32,000.00	Php66,000.00	SUBTOTAL
		TOTAL ESTIMATED PRICE	PHP160,000.00							TOTAL ESTIMATED PRICE

***************************************					. <u>.</u>
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·					,
TOYOTA INNOVA For 3 DFA Protocol Officers		-	Toyota Camry	·	
Php 13,500.00 (Php 4,500.00 each)			Php7,500.00		
ယ		•	ω		
PHP40,500.00 (30 hours each vehicle)		Php18,900.00	Php22,500.00 (For 30 hours)		
Inclusive of fuel, uniformed chauffeur and use of vehicle within Metro Manila (including waiting time), tax (10 HOURS per day)	+Provision of Parking and Toll fees: Php1,000 x 3 days x 1 vehicle=Php 3,000.00 Total: PHP18,900.00	Inclusive of fuel, uniformed chauffeur and use of vehicle within Metro Manila (including waiting time), tax (10 HOURS per day) In the event of out of town Php1,500.00	+Excess hours Php800 per hour X 6 hours X 3 days =Php14,400.000	+Provision of Parking and Toll fees: Php1,000 x 3 days x 1 vehicle=Php 3,000.00 TOTAL: PHP40,500.00	+overtime/excess hours Php2,000 per hour X 6 hours X 3 days =Php36,000.00
PHP80,100.00			Php41,400.00		

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_		AND		
A THE REST OF THE PERSON NAMED IN COLUMN NAMED	Spanish FM, his Spouse and members and ranish delegation	DINNER HOSTED BY SFA For the FM of Spain his Spouse and members of delegation	,	7
	30	NO OF PAX		
	TBD	VENUE	Ī	
	24 March 2014	DATE		
	Php108,000 (at Php3,600 each) +21,100 .00	AMOUNI		+ Php39,600.00
	inclusive of food and beverages and function rooms (for dinner) 4 bottles of white wines at Php2,000 per bottle x4= Php8,000.00 Four bottles of red wines at Php2,000 per bottle x 4=Php8,000 corkage fee Php5,100 (3 bottles of Php champagne)	REWARKS		of town Php1,500.00 x3 vehicles=Php 3,600 Provision of Overtime (6 hours x Php500 x 3days x3 vehicles) =Php27,000.00 +Provision of Parking and Toll fees: Php1,000 x 3 days x 3 vehicles =Php9,000.00 TOTAL:PHP 39,600.00
,	Ph129,100.00			
	·	TOTAL ESTIMATED PRICE	PHP225,000.00	PHP225,000.00

-

SECURITY ARRANGEMENTS Support Delegation meals GRAND TOTAL CONTINGENCY (10% OF TOTAL) No of personnel 2 Close-in Security Motorcycle Escorts policemen in mobile 15 4 Protocol Officers car escorts Meals Meals Meals and Fuel Allowance Meals and Fuel Allowance Expense Meals (@Php 250:00 per personiper meal per day). Php5,000.00 (Php1,250.00) Php 2,500 (Php1,250.00 each) Php2,500 Php3,000 (Php1,500 (Php1,250 each) Php2,400 (@Php400. 00 x 3 days x2 vehicles) Php2,250 (@Php750 per day x3 days) Fuel Php9,750.00 (at Php650.00 Php5,000.00 Php3,000.00 Php4,900.00 Php4,750.00 per pax) AMOUNT Php9,750.00 PHP595 650 00 PHP54,150.00 PHP17,650.00 PHP138,850.00

Kagawaran ng Ugnayang Panlabas

moas Department of Foreign Affairs

DEPARTMENT OF FOREIGN AFFAIRS OFFICE OF THE SECRETARY

MEMORANDUM FOR THE SECRETARY

Through

THE UNDERSECRETARY FOR POLICY

Cc

THE ASSISTANT SECRETARY, OFFICE OF PROTO

From

MARIA ZENEIDA ANGARA COLLINSON

Assistant Secretary

Subject:

Bilateral Meeting and Hosting of Dinner for H.E. Jose Manuel Garcia-Margallo v Martil, Foreign Minister of the Kingdom of Spain,

24 March 2014

Date

04 February 2014

Spanish Foreign Minister Jose Manuel Garcia-Margallo y Marfil has accepted the Secretary's invitation to visit the Philippines from 23 to 25 March 2014.

OEA can support the proposal of the Spanish Embassy to have the High Level Political Consultations between Secretary del Rosario and Foreign Minister Margallo held in the afternoon of 24 March 2014 in view of the luncheon event with the members of the Makati Business Club that same day.

The scenario would be as follows:...

courtesy call on H.E. President Benigno S. Aquino III

courtesy call on H.E. Vice President Jejomar Binay

1300H-1500H

Lunch hosted by the Makati Business Club

1530H-1730H

Philippines-Spain High Level Political Consultations between Secretary del Rosario and Minister Margallo

venue: Peninsula Manila (TBC)

(note: results of the Meetings on PH-Spain Joint Commission for Technical Cooperation and PH-Spain Joint Standing Committee on Culture, Education and Sports [held in the morning] will be reported to the Foreign Ministers)

Signing of Agreements by the Foreign Ministers:

1) Air Services Agreement (confirmed) and

2) Cooperation on Combating Transnational Crime (TBC)

Joint Press Conference (two short statements followed by Q and A)

1800H

Dinner to be hosted by Secretary del Rosario

Venue: Peninsula Manila

For the Secretary's consideration.

[Approved / [] Disapproved

ALBERT F. DEL ROSARIO Secretary of Foreign Affairs

THE PENINSULA MANILA

March 24, 2014

revised

Dir. Raymund G. Toledo Director of Socials and Conference Arrangements Department of Foreign Affairs

Dear Dir. Toledo,

Greetings from The Peninsula Manila! Thank you for selecting The Peninsula Manila for your event on March 24, 2014. We are pleased to confirm the following arrangements:

DATE	TIME	EVENT	NO. OF PERSONS	FUNCTION ROOM
24-Mar-14	730PM- 9PM	Sit Down Dinner	24	Garcia Villa

Function Arrangement

1) Menu / Price GARCIA VILLA- DINNER

Set Dinner for 24 persons-730PM

Sushi Plate

California roll with mango and fresh crab, Selection of salmon, tuna and snapper nigiri, served with soy sauce, wasabi and pickled pink ginger

Old Manila Lobster bisque Mosaic of Tomato and lobster medallion

*** Sorbet

Black Cod Fillet Steamed Cod Fillet with Shitake Mushroom and Shallot dressing served with steamed Jasmine rice and bokchoy ***

Fresh Fruit Platter A selection of tropical fruits, served with coconut ice cream

Mignardises Coffee or Tea

RATE: P2,500.00 nett per person

Foreign Minister's Special Menu

Fennel orange salad Dill vinaigrette

Papaya -cilantro relish

MANILA

Baked lapu lapu (125 gr) Ratatouille vegetable (60 gr) Boiled parsley potato (50gr)

Mango sorbet with fruit tartar

STAFF MEAL-Lobby

- 4 orders of Bistek Tagalog
- 3 orders of Peninsula Burger
- 2 orders of Lechon Kawali
- 1 Club House
- 1 Catch of the Day- Grilled Tanguigue

b) Beverage

- Client to bring in assorted alcoholic beverage
- Waived corkage on 12 bottles (4 red, 4 white and 4 Champagne).
- The remaining bottles consumed after will be charged Php 1,500+++ per bottle.
- All other beverages will be on per consumption basis, all in one check, charged to client.
- Beverages are subject to 10% service charge, 12% VAT, and 3% Beverage tax.

c) Art Department

Hotel will provide:

- Function signage: Philippines-Spain Dinner
- Menu cards with DFA

e) Flower Shop

Hotel will provide

- Flower arrangement for hollow square set up
- Budvase at the registration area

f) Setup

Hotel will provide

- Blockstyle set up for 24 persons
- Satin Ivory table cloth
- Silver Tiffany chairs
- Old Manila Plates
- Schott Zweisel glassware

Parking Privileges

The hotel shall provide complimentary tickets, 10% of the total number of guaranteed persons. Additional parking tickets shall be extended a special flat rate of Php120.00 nett per car per day.

Deposit / Billing

A Letter of Authorization will be required upon confirmation of booking. Settlement of account to be within (2) two weeks after the presentation of the invoices

Invoices to be signed by any of your authorized signatories/representative and bills will be forwarded to office. Settlement of account to be within two weeks after the presentation of the invoices. .

COMPUTATION:

GARCIA VILLA

Dinner

P2,500.00 nett x 24 pax=

P60,000.00 nett

CREW MEALS

TOTAL:

• Bistek Tagalog 724.52 nett x 4=

• Peninsula Burger 767.50 nett x 4=

• Lechon Kawali 675.40 nett x 2=

• 1 Club House =

• 1 Catch of the Day- Grilled Tanguigue

P2,898.08 nett

P3,070.00 nett

P1,350.80 nett P 724.52 nett P 884.16 nett

P8,927.56 NETT

Food and Beverage Conditions

• Food and beverage prices are subject to 12% VAT, 10% service charge and applicable government tax.

• The final guaranteed number of guests and all catering arrangement should be provided at least 24 hours to the date of the event.

• In case the actual number of attendees exceed the minimum guaranteed number by ten percent (10%), the hotel will charge additional ten per cent (10%) on top of the original menu rate per person for any overflow beyond the ten percent (10%). In this case, we will charge the exact number of consumption accordingly.

• The hotel will exert its best efforts to provide setup and food for any overflow. The menu however will be on chef's discretion with consideration for ingredients availability and preparation time. The client should also undertake to advise their guests of the situation.

Should you find everything in order, please sign and return this contract by March 24, 2014 so we can confirm all arrangements accordingly.

If you would like to receive any further information, please do not hesitate to contact me at +63 2 8123456 Ext. 6574.

Thank you and we look forward to serving you and your guests in this special occasion.

Sincerely yours,

Acknowledged and Confirmed by

Mae Ann Mangaoang Events Manager The Peninsula Manila Dir. Raymund G. Toledo
Department of Foreign Affairs

GENERAL CONDITIONS

1. FOOD AND BEVERAGE

- 1.1 As a general rule, all food and beverage items shall be purchased exclusively from or supplied exclusively by the HOTEL. The ENGAGER cannot bring into the HOTEL the ENGAGER'S own food and beverage items, unless the ENGAGER obtains the HOTEL'S consent before the scheduled date of the FUNCTION.
- 1.2 In the event the HOTEL allows the ENGAGER to bring in his own food and beverage, the ENGAGER shall be solely liable for the said items good condition, quality and sufficiency and the ENGAGER shall be charged and shall pay the HOTEL the prescribed fee on all pertinent items. Such additional food and beverage items shall be brought into the HOTEL only through the loading bay of the HOTEL.
- 1.3 The consent of the HOTEL to the ENGAGER'S bringing in of its own food and beverage items shall not in any way affect or serve to relieve or mitigate the ENGAGER'S aforesaid responsibility and liability. The ENGAGER shall be solely liable for any personal damages or injuries, including death, that may be suffered by the ENGAGER'S guests and other persons attending the FUNCTION by reason or having partaken of the food and beverage items brought in by the ENGAGER, whether or not due to the unsatisfactory quality or spoilt state thereof, including responsibility to and for such persons delivering the same. In this regard, the ENGAGER undertakes to indemnify and hold the HOTEL free and harmless against any and all claims, suits and actions for damages that may be brought against the HOTEL by the ENGAGER'S guests and other persons attending the FUNCTION or delivering the said items.

2. BILLING AND PAYMENT

- 2.1 For all functions to be held in function rooms other than the ballroom of the HOTEL or for outside catering, the ENGAGER shall, upon the signing of the Contract, make a deposit with the HOTEL in an amount equivalent to Fifty Per Cent (50 %) of the total cost estimate of the contracted Function. The balance of Fifty Per Cent (50 %) shall be paid by the ENGAGER at least ten (10) days prior to the date of the Function, unless the HOTEL has agreed in writing to defer payment thereof by the ENGAGER.
- 2.2 For all functions to be held in the ballroom of the HOTEL, the ENGAGER shall make the following deposits:

Upon confirmation of the Function......P50,000 earnest deposit

Three (3) months prior to the function date......Fifty Per Cent (50%) of the total cost

estimate

One (1) month prior to the function date.......... Balance of the total cost estimate

- 2.3 The ENGAGER shall be billed in accordance with the prescribed rate for the minimum guaranteed number of persons contracted for, regardless of under attendance or non-appearance of the expected number of guests, except where the ENGAGER cancels the Function in accordance with its Letter of Confirmation with the HOTEL. Should the attendance exceed the minimum guaranteed attendance, the ENGAGER shall also be billed at the actual rate per cover in excess of the minimum guaranteed attendance.
- 2.4 An authorized representative of the HOTEL shall fix or establish the actual number of covers to be served as against the number reserved by the ENGAGER.
- 2.5 The ENGAGER must inform the HOTEL at least forty-eight (48) hours before the scheduled date and time of the Function of any change in the minimum guaranteed covers. In the absence of such notice, paragraph 2.3 shall apply in the event of under attendance. In case the actual number of attendees exceed the minimum guaranteed number by ten per cent (10 %) if minimum guaranteed guests is 300 and below, and five per cent (5 %) if minimum guaranteed guests is 301 and above, the HOTEL shall not in any way be held liable for any damage or inconvenience which may be caused thereby. The ENGAGER shall also undertake to advise the guests of the situation and take positive steps to remedy the same.
- 2.6 The ENGAGER must finalize menus with the HOTEL at least forty-eight (48) hours before the scheduled date of the Function. In the absence of such notice, the HOTEL shall exercise "chef's choice".
- 2.7 All other bills arising due to the increase in the number of guests or attendees, as well as other costs incurred by the ENGAGER during the Function, shall be paid by the ENGAGER upon the presentation of the bill before the end or close of the function.

3. POSTPONEMENT AND CANCELLATION

- 3.1 For cancellation of reservations, the following will apply: If the ENGAGER notifies the HOTEL of the cancellation three months or more prior to the event date, the earnest deposit may be used for any future banquet bookings if and only when the slot is sold to another booking. If the slot is not sold, then the earnest deposit will be forfeited. The 50% deposit will be forfeited if the cancellation is given seven days or less before the scheduled date of function. For cancellation received two (2) days or less before the function, the ENGAGER agrees to pay the full guaranteed minimum charge. If notice is not given within the required period, all sums previously paid to the HOTEL will be forfeited and the full guaranteed minimum charge shall be paid by the ENGAGER.
- 3.2 For postponement of a reservation, the following will apply: If the ENGAGER notifies the HOTEL of the postponement three months prior to the event date, then all sums previously paid by the client will be carried over the next event date, if space is available. Postponement will be subject to the availability of space on the date and time of the desired postponement. Failure to notify the HOTEL within the time

MANILA

mentioned and the unavailability of space on the desired date and time shall be considered a cancellation and the provision of the above preceding (3.1) shall apply.

- 3.3 Discretion will be exercised by the HOTEL on a case-to-case basis.
- 3.4 The above cancellation fees will not apply in cases where the cancellation is caused by force majeure, e.g. war, earthquakes or a state of emergency.

4. FUNCTION FEES AND MATERIALS

- 4.1 The ENGAGER shall be responsible for obtaining licenses and permits as may be required by the national and local governments in connection with the FUNCTION and the activities to be undertaken thereat. Any and all costs, fees and assessments, including entertainment and other taxes shall be borne by the ENGAGER.
- 4.2 The ENGAGER shall, at least two (2) weeks before the scheduled date of the FUNCTION, submit to the HOTEL the proposed program of activities, as are deemed contrary to law, morals, public order and/or public policy. Should the ENGAGER during the said FUNCTION, persist in holding or presenting such prohibited activities, the HOTEL may, at any time, stop the said prohibited activities, without in any way incurring liability for and all damages the ENGAGER may suffer. The exercise by the HOTEL of this right is without prejudice to the right of the HOTEL to seek redress against the ENGAGER for any damages the HOTEL may suffer by reason of the said prohibited activities.
- 4.3 The foregoing rules shall likewise apply to all displays, visual and audio exhibits, promotional posters, props and equipment which the ENGAGER intends to use and put up during and in connection with the FUNCTION. In case of visual exhibition, however, the ENGAGER shall submit a detailed visual of exhibition materials to the HOTEL upon the signing of this Contract or at least one (1) month prior to the date of the FUNCTION. The ENGAGER shall not post, put up or attach in any manner posters, props and other materials to or upon the walls, columns, floors and other portions of the HOTEL without first obtaining the HOTEL'S consent thereto. Should the ENGAGER request the HOTEL for the use of audio/visual and other machines and equipment, the same shall be provided by the HOTEL to the ENGAGER, subject at all times to the availability thereof, and the HOTEL shall charge the ENGAGER rental therefore in accordance with the rates specified in the HOTEL'S current audio/visual rental list. The ENGAGER shall be solely and exclusively liable for any and all losses and damages to the said machines and equipment, once the same have been delivered to and received by the ENGAGER, as well as for any and all losses, damages and injuries that may occur as a result of the use by the ENGAGER of the machines and equipment.
- 4.4 The ENGAGER shall be solely responsible for its and its guests' personal belongings, such as gifts, prizes exhibits, props displays and other materials. The HOTEL shall in no instance be held liable for any damages to or losses of such items.

- 4.5 The ENGAGER shall be responsible for the cost of music, bands or other musical groups and any other form of entertainment requested by the ENGAGER for the FUNCTION, whether the same is organized through or by the HOTEL or by the ENGAGER directly. The ENGAGER shall likewise be liable for any injuries and damages, including death, suffered by such bands, groups, or entertainers while in the performance of their respective acts, whether such bands, groups or entertainers are organized through or by the HOTEL or the ENGAGER directly.
- 4.6 The ENGAGER shall be solely responsible and liable for any damages and/or injuries whether personal or to property, that the ENGAGER'S guests and other persons attending the FUNCTION and the HOTEL'S staff and employees, may suffer by reasons of or arising out of the activities undertaken during the FUNCTION or the materials and equipment brought in by the ENGAGER, or in general the acts of omissions of the ENGAGER. The ENGAGER shall hold the HOTEL free and harmless and shall indemnify the latter from any and all claims and actions for the foregoing damages.
- 4.7 All props, displays and such other materials used by the ENGAGER should be cleared from Function Room and from the premises of the HOTEL within one (1) hour after the end of the FUNCTION, unless the prior written consent of the HOTEL to an extension of the same is obtained. Otherwise, the HOTEL may on its own arrange for all the said props, displays and other materials to be cleared and charge the ENGAGER a fee of Ten Thousand (PlO,OOO.OO) Philippine currency, therefore. In such an event, however, the HOTEL will not be liable for any losses or damages to the ENGAGER'S props, displays and other materials.

5. MISCELLANEOUS

- 5.1 In all insurance where the prior consent of the HOTEL is required and given, the HOTEL may impose such items and conditions to its consent as it may deem fit.
- 5.2 In the event of suit against the ENGAGER to enforce collection of unpaid bills, the ENGAGER shall pay, in addition to the amount the HOTEL is entitled to recover, Twenty Five per cent (25 %) of the money judgement as and by way of attorney's fees.
- 5.3 Venue of any and all court actions between the parties to the Contract, or persons claiming under them, shall be solely and exclusively the proper courts of the city of Makati. All other venues of action are hereby expressly waived.
- 5.4 If ENGAGER is a Corporation/Partnership, the ENGAGER warrants that at the time of the execution of this Contract, the performance and observation of the terms and conditions hereof are duly authorized and approved by its Board or duly empowered approving bodies and will not conflict with or constitute a breach of its charter/authority, and its signatory hereto has been duly authorized to enter into and execute this Contract for and on behalf of the ENGAGER, and that the ENGAGER shall be bound hereby.

MANILA

5.5 In case of conflict between the provisions of this Contract and the Letter of Confirmation, this contract shall prevail.



13 March 2014

Ms. Jean Ringor
Department of Foreign Affairs
2330 Roxas Boulevard
Pasay City
By E-mail: dfa.protocol@gmail.com

Dear Ms. Ringor

RE: Department of Foreign Affairs Dinner / 24 March 2014 / 20 persons

We would like to thank you for thinking of the Makati Shangri-La Hotel, Manila for the organization of your **Department of Foreign Affairs Dinner**.

We are delighted to send you this price estimate, which can be entirely personalized to meet your expectations. We suggest the following schedule to guide you in your choice. It can be modified at all times according to your needs and queries.

We are pleased to inform you that your reservation with us is on a *Tentative* status with the following details:

Function Room Requirements:

Date	Start Time	End Time	Function	Room	Setup	No. of Guests
March 24, 2014 Monday	7:00 PM	11:00 PM	Dinner	Paranaque A	Round Table	20

The NO SMOKING Policy in all function rooms and foyer areas is being strictly implemented. This is in compliance with Makati Ordinance No. 2002-090.

* We have blocked your event in 1 of 2 parts of the Paranaque AB Function Room. It is likely that the neighboring function space will be used for another event. Should you need exclusivity, the Hotel is able to offer the function room at preferred rates.

Conforme

Jean Ringor

Please sign over printed name and date

Ayala Avenue corner Makati Avenue, Makati City 1200, Philippines Tel: (632) 813 8888 Fax: (632) 813 5067 E-mail address: slm@shangri-la.com Website: www.shangri-la.com



13 March 2014
Department of Foreign Affairs
Page 2 of 4

** Please note that there is a confirmed event until 5:00PM, setup can only be done immediately after the event.

For budgetary purposes, please note that a corresponding food and beverage consumable spend of Php 50,000 nett will be applied for the appropriate space which you have tentatively reserved. Should total banquet charges be lower than the minimum spend indicated, the remaining balance shall automatically be converted as room rental (non-consumable). Charges will be made based on the minimum spend indicated or the actual charges whichever is higher.

Menu Requirements:

We shall arrange with our Chef a Special Menu for your event and shall send these once available.

Beverage Requirements:

Drinks served during the dinner may be charged on consumption to the masterbill or individual cash basis.

Other Arrangements:

Please take note of the following inclusions on a complimentary basis:

- 1) Wi-Fi Internet Connection
- 2) Built in Motorized Screen and LCD projector
- 3) Public Address System
- 4) Podium with Microphone
- 5) Two (2) Wired Microphones
- 6) CD player
- 7) Round and Low Floral Arrangements for round tables
- 8) Audio Technician to assist during set up and on call during event proper

Conforme

Jean Ringor

Please sign over printed name and date



13 March 2014
Department of Foreign Affairs
Page 3 of 4

Billing Arrangements:

To confirm your tentative reservation, a signed copy of this letter and letter of authorization are required on or before March 17, 2014. A certificate of availability of funds is required to extend this special send-bill arrangement. Should we not receive the signed agreement, letter of authorization and certificate of availability of funds on the above mentioned date, the hotel reserves the right to automatically release the space for other interested parties. All charges shall be settled on a send-bill arrangement payable within 7 days upon receipt of the statement of account.

Upon receipt of the signed copy of this proposal, letter of authorization and certificate of availability of funds, we shall immediately convert your reservation to a definite status and shall automatically turn down other existing and incoming bookings.

As it will be difficult to ascertain the total amount of lost business for the hotel in the event of a cancellation or any change in the reservation, a fee equivalent to the total banquet charges shall be imposed.

The performance of this Agreement by either party is subject to acts of God, war, government regulations, state of emergency, 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 to the terms of the contract, hold the event, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other.

If there is anything more I can do for you, please do not hesitate to call me at (632) 813 8888 ext. 71180 or e-mail at mitch.marquez@shangri-la.com or fax to (632) 813 5067.

Conforme

Jean Ringor

Please sign over printed name and date



13 March 2014 Department of Foreign Affairs Page 4 of 4

We look forward to being a part of your special event and we assure you of our commitment to ensuring its success.

"Makati Shangri-La is certified compliant with the three international standards of excellent practices; OHSAS 18001:2007 for occupational health and safety, ISO 14001: 2004 for environmental protection and Hazard Analysis & Critical Control Point (HACCP) for food hygiene and sanitation - a testament of the hotel's commitment to the health and safety of guests, colleagues and the community."

Sincerely,

Mitch Marquez

Senior Events Manager

Conforme

Jean Ringor Please sign over printed name and date



MANILA

Gala Menu IV Php 2,570 / person

Assorted Fine Bread Roll

Red Pepper Bisque with Mascarpone Cream

Duck Confit, Duck Prosciutto with Vanilla Flavors Gnocchi and Dates Jus

Raspberry and Chocolate Mille Feuille with Mango Coulis

Freshly Brewed Coffee or Tea

Gala Menu V Php 2,790 / person

Assorted Fine Bread Roll

Chill Salmon Tartar, Avocado Paste and Tuna Tataki with Orange Sauce

Raspberry Sorbet

Beef Tenderloin, Herbs Sweetbread with Truffle Anna Potato with Port Wine

Bitter Sweet Chocolate Tart with Chocolate Ice Cream and Pecan Nut Biscuit

Freshly Brewed Coffee or Tea

Gala Menu VI Php 3,320 / person

Assorted Fine Bread Roll and Butter

Foie Gras Quenelle with Caramelized Peach and Brioche Crisp

Salmon Mi Cuit with Taco, Wild Mushroom, Crispy Pork Belly and Sasify Puree

Duck Asian Ravioli, Lemon Grass, Kaffir Lime Cream

Honey Milk Sorbet

Slow Braised Lamb Shoulder Cocotte with Kenya Beans and Banana Shallot and Xerez Jus

Light Coconut and Praline Mousse with Malibu Pineapple Sauce

Freshly Brewed Coffee or Tea

Prices are subject to 10% service charge and applicable government taxes and are subject to change without prior notice. Menus are valid until December 31, 2013.



MANILA

Gala Menu VII Php 3,540 / person

Assorted Fine Bread Roll

Duo of Crab and Baby Radish Dome, Spiced Crab, Pomegranates Vinaigrette and Champagne Jelly

Caramelized Onion, Potato Soup, Seared Foie Gras Bits and Chicken Jus

Braised Ox Tongue Madeira with Mashed Turnips and Caramelized Ceps

Passion Fruit Sorbet

Seared Lemon Sole, Mussel Thermidor and Creamy Cannelini Beans

Banana Tatin with Cinnamon Vanilla Sauce and Rum Raisins Ice Cream

Freshly Brewed Coffee or Tea

Gala Menu VIII Php 3,860 / person

Assorted Fine Bread Roll and Butter

Cured Lamb Loin, Garlic Confit, Micro Green, Mint Jelly and Beetroot Coil

Saffron Bouillabaisse

Roast Guinea Fowl with Chantrelle Risotto with Truffle Jus

Raspberry Sorbet with Lemon Candied

Braised Beef Rump Sautéed Wild Mushroom and White Asparagus

Raspberry and White Chocolate Cream with Crunchy Hazelnut and Red Wine Glaze

Freshly Brewed Coffee or Tea



Gala Menu IX Php 4,390 / person

Assorted Fine Bread Roll and Butter

Wagyu Steak Tartar, Carpaccio with Spiced Tomato, Calamata Compote, Bearnaise Sauce, Raisin and Pimientos Coulis

Barbecued Eel with Sea Urchin and Vanilla Potato Cream

Boneless Quail, Caramelized Pear and Sautéed Celeriac and Quail Juice

Cream of Foie Gras Soup with Artichoke and Truffle Oil

Mango Spiced Sherbet

Seared Black Cod, Rocket Oil and Saffron Polenta and Champagne Sauce

Amaretto Tiramisu with Chocolate Panforte

Freshly Brewed Coffee or Tea



DFA, 24-03-2014 BQT, 20pax

Menu

Tivoli salad with scallop, prawn, foie gras, pomelo and raspberry dressing

Lobster bisque with cepes

Candied dalandan sherbet

Roast US duck breast, duck leg samosa, braised turnips and bitter chocolate sauce

Mango, coconut delight

Coffee and Tea

Pralines

4200+++ or P5,158 nett