

20 November 2013

**Mr. Gil Montalbo**  
**Assistant Secretary**  
**Department of Budget and Management**  
 Malacañang, Manila  
 Philippines

Tel: 632 7354806  
 Email: pparahiman@dbm.gov.ph

Dear Mr. Montalbo:

**RE: Contract**

We are delighted that **Department of Budget and Management** has chosen **Traders Hotel Manila** as the venue for the **DBM Strategic Performance Management System Workshop**.

**FUNCTION SPACE ASSIGNMENT:**

The Hotel shall reserve the following function space.

<b>Date</b>	<b>Start Time</b>	<b>End Time</b>	<b>Function</b>	<b>Room</b>	<b>Set Up</b>	<b>No. of Persons</b>	<b>Room Rental/F&amp;B Pricing</b>
25-26 November 2013	0800H	1700H	<b>Workshop</b>	Ballroom A	To be Advised	40 persons	Php 1,100.00nett per person Inclusive of AM & PM Snack and Buffet Lunch at the assigned function room
AND 09-10 December 2013							

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 Group's requirements should the expected attendance change, subject to availability and prior agreement from the Organiser.

**MEETING PACKAGE**

The package also includes the following:

- Complimentary use of the function room from specified time
- Complimentary screen
- Continuous flow of coffee and tea
- PA system / Microphone

- Waived electrical charges for the first two (2) equipment
- Registration Table
- Directional Signage
- **Complimentary use of internet access in the function room and to all Wi-fi hot spots**
- 10% discount on photocopying services
- Complimentary Car Pass (10% based on the confirmed guaranteed attendance, In excess PhP60.00 net per ticket)

### **AUDIO VISUAL**

- Two (2) microphones to be arranged on complimentary basis, additional microphone is subject to charge at Php750++ plus 10% Service Charge and 12.85% government and local tax each per day
- PA System

#### **Special Beverage Rates:**

PhP110.00 nett per glass of Iced Tea

PhP120.00 nett per glass of Softdrink

PhP130.00 nett per glass of Chilled Juices or Diet Softdrink

#### **Electrical Fee:**

Php500.00net / equipment / day (waived elec. fee for 1st 2 equipment)

#### **Equipment Rental Fee:**

Php 1, 000.00net (Lapel Mic)

Php 7,000.00 net (LCD Projector)

### **SERVICE CHARGES, GOVERNMENT TAX & GST**

All applicable charges are subject to 10% service charge and 12% government tax unless it is specified as "Net" price.

***The bank details for payment via telegraphic transfer are as follows:***

HOTEL BANK ACCOUNT DETAILS AS FOLLOWS

#### **ASIA UNITED BANK**

ACCOUNT TYPE: PESO CURRENT ACCOUNT

ACCOUNT NUMBER: 039-01-000026-0

BRANCH: INTRAMUROS

ACCOUNT NAME: TRADERS HOTEL MANILA

METROBANK (LEGASPI TOWER)

ACCOUNT NUMBER: 6403640068427

Initials: \_\_\_\_\_



Note: Please advise your remitting bank to include a message to notify the hotel immediately upon receipt of the remittances.

**PAYMENT**

All outstanding charges in the master account minus deposits shall be due and payable within (7) seven days upon receipt of the Hotel invoice through **send bill arrangement**. Please send a copy of CAF for this activity. All prices quoted in this agreement are stated in Philippine Peso. If necessary, the Hotel will claim from the Company any loss on the exchange arising from accounts being settled in other currencies.

**MINIMUM CHARGE**

The minimum Food & Beverage consumption has **Department of Budget and Management** been confirmed at **Php 176,000.00** services in order to reserve for the event. Should total banquet charges be lower than the minimum charge indicated, the remaining balance shall automatically be converted as room rental (non-consumable). Charges will be made based on the minimum charge or the actual charges whichever is higher.

**MINIMUM GUARANTEED ATTENDANCE**

Please review and confirm the expected and guaranteed number of attendance prior to the event on or before **November 20, 2013**. The final guaranteed number can not be less than the contracted guarantee number or minimum revenue. Any discrepancies between the expected and guaranteed number should be within 5% and the total guaranteed attendance should not be lower than the minimum charge required by the Hotel. Charges will be made according to the guaranteed number or actual attendance whichever is greater

**FUNCTION SPACE ASSIGNMENT**

Function Rooms are assigned according to the expected attendance and set up. The Hotel reserves the right to assign alternative meeting space suitable for the events' requirements should the expected attendance change, subject to availability and prior agreement from the organiser.

**CANCELLATION AND POSTPONEMENT**

<b>Written Notification Made By Organizer</b>	<b>Postponement or Cancellation Charge</b>
<b>After Confirmation</b>	<b>The paid deposit will be forfeited</b>
<b>Within 3 days prior to the event</b>	<b>50 % of the total expected revenue</b>
<b>Within 2 days prior to the event</b>	<b>100 % of the total expected revenue</b>

Initials: \_\_\_\_\_

### **HOTEL LIABILITY**

The liability of the Hotel arising out of any act carried out pursuant to this agreement whether in contract, tort or otherwise, shall not in any case exceed the original fee to the Company for the services pursuant to this agreement. Subject to the foregoing, the Hotel 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 Company.

### **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 is not signed and return 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 Company or 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.

### **ADVERTISING**

The Organizer shall not use the name, trademark, logo or other intellectual property proprietary to Traders Hotel Manila, Shangri-La Asia Limited or any of their subsidiaries, affiliates or associated companies in any manner whatsoever without the prior written approval of the Hotel.

### **SECURITY**

The Hotel will provide normal security to ensure orderly running of the event. The Company 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 company. Should armed security guards be involved, the Company has to obtain 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 co-ordination and assistance.

### **INSURANCE**

During your event, please do not leave your valuables unattended. You shall be solely responsible for all event materials, equipment and your guests' personal belongings, such as, but not limited to, wardrobe, gifts, prizes, giveaways, exhibits, props, displays, and other such items. Special security arrangements shall be for your account and subject to a separate contract. The Company will be obliged to have independent insurance coverage in respect of any equipment/ display items/valuables, etc. brought in by the company to the venue of the event and the Hotel shall not in any circumstances, be liable for any loss

Initials: \_\_\_\_\_

or damage suffered by the Company in respect of such equipment / display items / valuables during the course of the event (including the transportation of the same to and from the venue).

### **FIRE AND SAFETY REGULATIONS**

In order to ensure the safety of our guests, the Hotel requires the Organizer and any/all its contractors/ workmen/ decorators/ suppliers/ exhibitors/ etc. engaged or hired by the Organizer to adhere to all Hotel policies, rules & regulations, including but not limited to those governing Hotel fire and safety issues.

The Organizer shall be responsible for ensuring that all fire escapes inside of the venue are not obstructed by seating arrangements, stages, equipment and other set up for the Event.

### **FORCE MAJEURE**

The performance of this Agreement by either party is subject to 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 to the terms of the contract, hold the meeting, 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 another.

### **INDEMNITY**

The Organizer shall waive against and indemnify, defend and hold the Hotel, Shangri-La Asia Limited and all of their affiliates, subsidiaries and associated companies, and their respective directors, officers, shareholders, employees ("Indemnified Parties") harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the Event (including any injury or damage to any persons or property on or about the Hotel), or any default of or breach by the Organizer under this Agreement caused by or resulting from actual or threatened claims or causes of action resulting from the negligence or misconduct of such party or its respective officers, directors, employees, agents contractor, members or participants, provided such individual are acting within the scope of their employment.

### **GOVERNMENT LAW AND DISPUTES**

This Agreement shall be governed by, and shall be construed, interpreted and applied in accordance with the laws of the Republic of the Philippines in the City of Pasay. Any dispute, controversy, or claim arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration under the Rules of The Republic of the Philippines in the City of Pasay currently in force.

### **SPACE HOLD**

The Hotel has placed a tentative hold on the block of events space as outlined in this agreement. To allow the hotel to confirm the events space on a definite basis, we would appreciate if you could sign on

Initials: \_\_\_\_\_



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Department of Budget and Management  
Workshop  
25-26 November and 09-10 December 2013

every page and return a copy via fax or mail together with the deposit required on or before **November 20, 2013** to indicate your confirmation.

Furthermore, the Hotel reserves the right to release the reservation for non-compliance. **Verbal agreements will not be honored.**

Thank you once again for choosing Traders Hotel Manila for this important event and we are committed to ensuring a most successful event.

Yours sincerely,

Accepted for and on behalf of  
**Traders Hotel Manila**

**REIGINE BANAAG**  
Events Manager  
20 November 2013  
Tel: 63 2 5282645  
Fax: 63 2 5282688  
[reiginevalerie.banaag@tradershotels.com](mailto:reiginevalerie.banaag@tradershotels.com)

Accepted for and on behalf of  
**Department of Budget and Management**

**GIL MONTALBO**  
20 November 2013

**MARWIN VELICARIA**  
Director of Events Management  
20 November 2013

Initials: \_\_\_\_\_



REPUBLIC OF THE PHILIPPINES  
**Department of Budget and Management**  
Malacañang, Manila

**NOTICE OF AWARD**

20 November 2013

Reigine Valerie Banaag  
Events Manager  
**Traders Hotel Manila**  
Roxas Boulevard, Pasay City

Dear Ms. Banaag:

We are pleased to inform you that the contract for the lease of venue for the two batches of DBM Strategic Performance Management System Briefing and Coaching Workshops is hereby awarded to you.

Please coordinate with the Corporate Planning and Reforms Service (CPRS) for the implementation/execution of this project.

Thank you very much.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gil P. Montalbo".

**GIL P. MONTALBO**  
Department Assistant Secretary



REPUBLIC OF THE PHILIPPINES  
**Department of Budget and Management**  
Malacañang, Manila

**NOTICE TO PROCEED**

20 November 2013

Reigine Valerie Banaag  
Events Manager  
**Traders Hotel Manila**  
Roxas Boulevard, Pasay City

Dear Ms. Banaag:

This is to inform you that performance of the obligations specified in the Contract for the Lease of Venue for the two batches of DBM Strategic Performance Management System Briefing and Coaching Workshops shall commence as scheduled.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gil P. Montalbo", is written over the closing.

**GIL P. MONTALBO**  
Department Assistant Secretary

Received by:

A handwritten signature in blue ink, appearing to read "Reigine Valerie S. Banaag", is written over the printed name and date.  
Reigine Valerie S. Banaag 21 November 2013  
*(Signature over printed name and date of receipt)*