

NOTICE TO PROCEED

Mr. Gerald Cruzat Hotel Kimberly Manila 770 Pedro Gil Street Malate, Manila

Dear Mr. Cruzat:

The attached Contract having been approved, notice is hereby given to Hotel Kimberly Manila that work may commence on the project "Training Workshop on the Rules of Origin (ROO) for verification procedure of the Certificate of Origin on PJEPA and other Free Trade Agreements" effective upon receipt and acceptance of this Notice.

You are responsible for performing the services in coordination with the ITDD and General Services Division under the terms and conditions of the Contract.

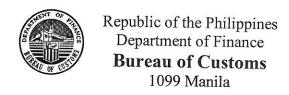
Very truly yours,

DIMPNA O. LEJOS

OIC-Director, Administration Office

Received by: Israel Genela Cruzei

Date:



NOTICE OF AWARD

Mr. Gerald Cruzat Hotel Kimberly Manila 770 Pedro Gil Street Malate, Manila

Dear Mr. Cruzat:

Based on the Bureau of Customs- Bids and Awards Committee Resolution No. 2015-02 , we are pleased to inform you that the contract for the project "Training Workshop on the Rules of Origin (ROO) for verification procedure of the Certificate of Origin on PJEPA and other Free Trade Agreements" is hereby awarded to your company in the amount of Php. 182,500.00.

In this regard, we accept the pro-forma contract as the industry practice in compliance with Section 37.2 of the Implementing Rules and Regulations of Republic Act 9184.

Very truly yours,

DIMPNA O. LEJOS

OIC-Director, Administration Office

Received by:

MANILA

770 Pedro Gil Street, Malate 1004 Metro Manila, Philippines Call (02) 521-1888 Fax (02) 526-7270



TAGAYTAY Crisanto M. Delos Reyes Avenue (formerly Amadeo Road) Brgy. Kaybagal North Tagaytay City, Philippines Call (046) 483-8888 Fax (046) 483-5210

HOTEL KIMBERLY MANILA CLIENT CONTRACT

Issued Date: November 16, 2015

NAME OF CLIENT **BUREAU OF CUSTOMS**

DATE OF FUNCTION November 25-27, 2015 TYPE OF FUNCTION Live-in Seminar

ORGANIZER Ms. Desiree Felicio

ADDRESS Gate 3 POM Bldg. Port area Manila

TEL NO./FAX NO. 02 527-0506 / 527-4519

HOTEL KIMBERLY MANILA Sr. ACCOUNT MANAGER Gerald Cruzat

GUARANTEED # of PAX Min. Live-in: 41pax Live-out: 5pax

FUNCTION ROOM Venue: Chelsea

A. RATES APPLIED (Live - in Package Rate)

> Single Occupancy Twin Sharing Triple Sharing Quad Sharing

Php2,700.00 per person per night Php1,850.00 per person per night Php1,550.00 per person per night Php1,450.00 per person per night

Inclusions:

- Overnight room accommodation with Breakfast
- AM Snack
- Managed Buffet Lunch with one round of Iced Tea
- PM Snack
- Managed Buffet Dinner with one round of Iced Tea
- Use of function room for nine (9) hours
- Free Flowing Of Coffee
- Wi-Fi Access
- Notepad and Pencils/ White Screen / White Board with marker

LIVE-OUT Package rate A

Php 750.00 per person per day

Inclusions:

- AM Snack
- Managed Buffet Lunch with one(1) round of Iced tea
- PM Snack
- Use of function room for nine (9) hours

LIVE-OUT Package rate B

Php 600.00 per person per day

Inclusions:

- AM Snack
- Managed Buffet Lunch with one(1) round of Iced tea
- Use of function room for six (6) hours

Per Meal Basis:

Breakfast AM or PM Snacks (with coffee or tea) Lunch or Dinner (with one round of iced tea) Php 350.00 nett/person Php 250.00 nett/person Php 600.00 nett/person

Page 1 of 4

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Minimum number of persons for Managed Buffet is 20 Minimum number of persons for Plated is 12-19

Cost Breakdown:

Live-In Package Rate- November 25-27, 2015

1 Twin Sharing (2persons) x Php1,850.00net/person/night x 2nights 13 Triple Sharing (39persons) x Php1,550.00net/person/night x 2nights =Php 7,400.00net =Php120,900.00net

November 25 & 26, 2015

Live-out rate @ Php750.00/person/day x 5persons x 2days

=Php 7,500.00net

November 27, 2015

Live-out rate @ Php600.00/person/day x 46persons x 1day

=Php27,600.00net

Estimated Total of Charges

Php163,400.00 net

Terms and Condition: Send Bill Arrangement together with the Letter of Authorization from the Company/ Certificate of Fund, should be submitted to the Hotel representative upon signing of the contract. And as per agreed by both parties, the total charges stated in the contract shall be settled on or before Fifteen (15) days.

OTHER CONDITIONS

Rooms

Please note that we shall strictly impose the hotel policy on check-in and check-out 1.

Registration will be at the front desk 2.

Please be advised that check-out time is 12:00 noon and check-in is 2:00 PM. An extension on the use of the room/s is subject to space availability and is subject to one night charge unless otherwise prior arrangement/s had been made.

Meal Banquet

Reduction in the guaranteed minimum within 7 days prior to arrival date will no longer be accepted.

All beverages ordered except for the one round of drink included in the meals shall be charged on a cash

We shall provide your scheduled meals as per the guaranteed minimum stipulated in each function with a 10% allowance for the increase in attendance. In excess of the guaranteed minimum, additional persons shall be charged the same rate as quoted.

Should there be any last minute changes or if the actual attendance exceeds the 10% allowance this shall be subject to our chef's discretion, meal preparation, pricing and availability of operating equipment.

The hotel shall not be held responsible for the delay in food replenishment should the actual attendance exceed the 10% allowance for the spillover stated above.

In the event that fewer people attend the function, the guaranteed minimum shall be charged.

In case of cancellation of any scheduled function, the hotel will post charges equivalent to the guaranteed minimum of the pertinent organized function.

Guests are strictly prohibited to take out left over foods from the buffet station.

:

Payment may be settled thru Check payable to Hotel Kimberly. Pls. see the details below:

Bank Account Name

Hotel Kimberly, Inc.

Bank Account Number

3061-0867-21

Bank Name

Bank of the Philippine Islands

Branch

Taft Avenue Branch

Note: Please fax the deposit slip at 526-7270 or email through gerald.cruzat@hotelkimberly.com

Page 2 of 4

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 The guaranteed number of reservations made shall be charged accordingly whether the said party attained the said number of reservation or not. In excess, of the guaranteed number of reservations, same rate shall be applied.

2. In case of no show, guaranteed room nights shall be charged to the contracting party

Incidental charges such as telephone bills, laundry, room service, corkage fee, minibus consumption etc.
that are not included in the contract/ package shall be for the personal account of the guest to be
incorporated in their individual guest folios to be settled upon check-out.

Rooming list must be properly coordinated by the contracting party two weeks before the function date or else the hotel will not be held responsible should problems or complain arises.

Losses or damages of hotel property done by the contracting party shall be charged accordingly to the contracting party.

6. The hotel requires that a waiver be signed between the contracting party and the hotel concerning PACKED MEALS

7. CHOSEN MENU must be provided two (2) weeks prior to actual date of the function; otherwise meals to be served shall be on chef's discretion.

8. Last minute requirements shall not be entertained or shall be charged accordingly.

9. For proper coordination or to avoid confusions, only the official coordinator of the contracting party represented by Ms. Desiree Felicio shall be entertained by the Sales & Marketing Department with regards to instructions and requirements. No other personnel from the side of the contracting party can transact except the stipulated personnel

10. Corkage fee :

Any local beer Premium Brands Standard Brand 1:1 maximum of 4 cases Php 2000.00 nett / bottle Php 1500.00 nett / bottle Php 500.00 nett / bottle

Red and White Wine

Lechon: 50 pax 100 pax

Php 3000.00 Php 6000.00

11. Late check-out beyond 12 noon is subject to additional rate which is equivalent to a day use rate.

Prepared by:

Noted by:

Reviewed by:

Israel Gerald Cruzat Senior Account Manager

Janett Reyes

Grace Lyn Dailo

Corporate Sales Manager Corporate Finance Manager

POSTPONEMENT AND CANCELLATION

1.1. Should the CLIENT postpone the schedule of the event to another date or time, the CLIENT must notify the Sales Department in writing at least <u>SEVEN (07) days</u> in advance. Postponement will be subject to the availability of the function room and guest room on the alternative date. Should the CLIENT opt to cancel, par. 1.4 shall apply depending on the date of notice of cancellation was made.

1.2. Should the CLIENT notify the HOTEL of the postponement less than a month prior to the event date and there are no function rooms available on the alternative date, the CLIENT has the option to proceed with the original schedule or cancel the event. Should the CLIENT opt to cancel the event, par. 1.4 shall apply.

1.3. Postponement notice of the event received less than one week prior to the scheduled event date stated in the

contract shall be considered a cancellation. Cancellation charges apply.

1.4. Rooms: The following Cancellation Schedule and Charges shall apply to all cancellations of DEFINITE/CONFIRMED rooms & function room booking with signed contracts:

Page 3 of 4

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Definite bookings cancelled 7 days prior to arrival date

100 % of the guaranteed deposit will be forfeited

NO SHOW on agreed arrival date shall be charged in full equivalent to the total number of room nights guarantee in favor of the Hotel.

<u>Force Majeure:</u> The HOTEL will not be held liable for services not rendered due to acts of God, war, government regulations, natural calamities, civil disorders, curtailment of transportation facilities and other inevitable incidents beyond the control of the HOTEL that interrupts the expected course of events. However, deposits made by the CLIENT can be applied to future bookings

GENERAL CONDITIONS OF THE HOTEL

The CLIENT agrees to pay for number of covers, drinks, incidentals and other charges as stated on the
reverse side hereof. CLIENT agrees that the number of persons (PAX) shall be determined exclusively by
the representative of the HOTEL and shall be the basis for final billing.

The CLIENT also agrees to pay the guaranteed number of guests as indicated at the back of this contract
or the actual number of guests whichever is higher. The HOTEL will set up facilities for the CLIENTS
guaranteed number of guests.

3. The CLIENTS shall advise the hotel in writing of the guaranteed number of guests at leasts seventy two (72) hours before the date and time on the reverse side hereof. In case, no such notice is received by the HOTEL it shall be understood and agreed that the guaranteed number of guests shall be that already indicated in this contract.

 The hotel reserves the right to assign an alternate room/venue should the contracted room/venue become unavailable for any reason whatsoever.

5. In case of suit against the CLIENT by the HOTEL for the collection of unpaid accounts, attorney's fees, litigation cost and other expenses shall be charged to the CLIENT.

The CLIENT hereby authorizes the HOTEL to check his/her credit references
IN WITNESS WHEREOF, the parties have hereunto set their signature at the City of Manila, Philippines this day 2015.

Client:

MS. LILIBETH C. BONIFACIO Acting Chief Interim Training & Development Division Bureau of Customs Hotel:

Ms. NATALIE NG Managing Director Hotel Kimberly

MS. DIMPNA O. LEJOS OIC Internal Admin Group Bureau of Customs

Page 4 of 4