

EMBASSY OF THE REPUBLIC OF THE PHILIPPINES フィリピン 共和国 大使館 TOKYO, JAPAN

NOTICE OF AWARD

Date: 23 August 2021

Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Philippine Embassy in Tokyo, Japan, as contained in its Resolution No.2021-008 dated 19 August 2021, the Philippine Embassy in Tokyo is awarding to the Tokyo Prince Hotel the procurement contract of a hotel meeting venue in order for the Philippine Ambassador to welcome the Philippine Paralympic Delegation headed by PSC Commissioner Arnold Agustin on Wednesday, 25 August 2021 at the Tokyo Prince Hotel (Azusa Room), in connection with the Tokyo 2020 Summer Paralympic Games to be held in Tokyo, Japan from 24 August to 05 September 2021 for the total amount of Twenty Two Thousand Japanese Yen (JP¥22,000) only, inclusive of taxes and other lawful charges, subject to the Department of Foreign Affairs' existing accounting and auditing requirements and subject to the signing of the Contract.

JREL bassador Head of the Procuring Entity

Mr. Yasuhiko Tominaga General Manager, Banquet Sales Tokyo Prince Hotel 3-1-3 Shibakoen, Minato-ku, Tokyo 105-8560 Japa Tel.No. 03-3432-1111/Fax:03-3434-5551

1 P a g e Notice of Award (BAC Resolution No. 2021-008, Hotel Meeting Venue to Welcome Philippine Paralympic Delegation)

> 5-15-5 Roppongi, Minato-ku, Tokyo 106-8537 Japan Tel.no.(+81) 3-5562-1600 / Fax no.(+81) 3-5562-1603 http://tokyo.philembassy.net

Agreement and Application for Banquet/Event Use

This Agreement and Application for Banquet/Event Use ("Event Agreement") between the parties identified immediately below as Client and Hotel is intended to be helpful to both you and us and result in your satisfaction with our performance.

Client Name Ambassador Jose C. L Embassy of the Philip Client Mailing Addre 5-515-5 Roppongi, Mir Client Contact Name Ms. Jackie Lou C. Ong	pines ss nato-ku,Tokyo,Japan e and Title		Hotel Add 3-3-1,Shi	nce Hotel ely, "Hotel" or "we" or "our" or "us") dress bakoen,Takanawa,Minato-ku,Tokyo,Japan ntact Name and Title		
E-mail Address			E-mail Address			
jl.ong@philembassy.n			· · · · ·	ma-nakajima@princehotels.co.jp		
Phone: +81 (0) 3	5562 1160		Phone:	+81 (0) 3 5400 1121		
DATE & ROOM NAME(S)	25 August, 2021 *Set-up will be ready		ior to the scl			
	*The lunch will be se	rved in the meet	ang room on	12:00		
NAME OF FUNCTION	Meeting Room					
NUMBER OF GUESTS	6 (Minimum Requirement : ~)					
SET-UP STYLE						
Guest Room Block						
INVOICE TO	*Name of corporation or organization (hereafter referred to as " Client ") ; Ambassador Jose C. Laurel V Embassy of the Philippines					
	Person in charge	: Ms. Jackie Lo				
	Address			o-ku,Tokyo,Japan		
	Telephone Number	r : +81 (0) 3 55	562 1160			
PAYMENT	Please pay the rem person in charge.	aining balance	for the actu	al banquet/function upon check out by the		

CANCELLATION POLICY	In case of banquet/function cancellation or change of date, the Client will be charged a cancellation fee or a change-of-date fee pursuant to the Terms and Conditions for Usage of Banquet Halls (separate sheet). However, if Paralympic Games are postponed o cancelled by the Government of Japan, this "Terms and Conditions" are not applied to thi cancellation.				
attached heret the parties and If this Event A constitute an a by us in in our	o, if any), upon signature by both paid i may not be amended or changed un greement or any attachments thereto acceptance, but rather a counteroffer to sole discretion. Once both you and we	appendices and exhibits signed by the parties and ties below, constitutes the entire agreement between ess done so in writing and signed by the parties. are returned signed but with changes, it shall not by you that may be accepted or rejected in writing e sign this Event Agreement, all provisions reserved ect to the terms of this Event Agreement.			
	pressly agrees and warrants that the use ment on its behalf.	ndersigned is authorized to sign and enter into			
	AGREES THAT IT HAS READ AND UND	ERSTANDS THE ABOVE INFORMATION, EREIN.			
ACKNOWLEDGE	D AND AGREED :	ACKNOWLEDGED AND AGREED :			
Ambassa	tor Jose d Laurel V	Tokyo Prince Hotel			
<u>By: (Signa</u> Name:	ture) the Canor	BY: (Signature) / Tomine PA Name: Yasuhiko Tominaga			
Title:	Ambassador	Title: General Manager of Banquet Sales			
Date:	2 5 AUG 2021	Date: 24 Aug, 2021			

CANCELLATION	In case of banquet/function cancellation or change of date, the Client will be charged a
POLICY	cancellation fee or a change-of-date fee pursuant to the Terms and Conditions for Usage
	of Banquet Halls (separate sheet). However, if Paralympic Games are postponed or cancelled by the Government of Japan, this "Terms and Conditions" are not applied to this cancellation.

Entire Agreement: This Event Agreement (including appendices and exhibits signed by the parties and attached hereto, if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Event Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in in our sole discretion. Once both you and we sign this Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Event Agreement.

Each party expressly agrees and warrants that the undersigned is authorized to sign and enter into this Event Agreement on its behalf.

EACH PARTY AGREES THAT IT HAS READ AND UNDERSTANDS THE ABOVE INFORMATION, AND AGREES TO ACCEPT THE TERMS SET FORTH HEREIN.

ACKNOWLEDGED AND A REED :	ACKNOW	LEDGED AND AGREED :
Ambassador Jose 👌 Laurel V	Tokyo P	rince Hotel
By: (Signature) the Can Name:	BY: (Sigr Name:	nature) Yasuhiko Tominaga
Title: Ambassador	Title:	General Manager of Banquet Sales
Date: 2 5 AUG 2021	Date:	24 Aug, 2021

Please note that the Hotel stipulates the following provisions for the use of banquet halls:

1. Hours of the banquet and additional room charges

Reparding the hours of using the banquet hall, we ask that the User end the use of the hall within hours arranged in advanced by the User and the Hotel staff, including the hours required for installation and removal of equipment. The use fee for the banquet hall applied to the agreed hours (hereinafter the "Banquet

Hours") from the start through the end of the banquet (including hours spent in installation and removal) is included in the prescribed room charges but the User shall pay additional room charges if the hours of use exceed the Banquet Hours. Please note, however, that in some cases we may not accept the extension of the hours of use,

2. Application fee

The User shall pay an application fee with a payment date determined at the time of reserving the banquet hall. The amount of the application fee is presented by the Hotel depending on the contents of the banquet.

Upfront fee (Deposit) The User shall pay the estimated amount presented by the Hotel within the prescribed period designated by the Hotel.

4. Payment

Payment We ask that the User pays any and all expenses (if the User pays the application fee and upfronk (ee, the remaining amount thereof) for the banquet and the event (hereinafter the "Banquet, etc.") by means of a bank remittance or in cash within one month from the end of the month when the Banquet, etc. are held in accordance with the payment request of the Hotel. We return any surplus of the application fee and the upfront fee by the above designated payment date by a bank remittance or in cash. We refrain from receiving any consideration, etc. other than the prescribed charges.

5. Calculation of the number of fee-charging persons Users shall notify the Hotel staff of the number of persons (hereinafter the "Fee-Charging Persons") who are catenal for meals, etc. at least three days prior to the date the Banque etc. Is held. Please note that even if the number of attendee on the date the Banquet, etc. Is held is less than the number of Fee-Charging Persons notified, the User shall pay the charges for the notified number of Fee-Charging Persons.

6. Cancellation fee and date changing fee In the case the User cancels the confirmed Barquet, etc. (terminates the agreement) or changes the date of the confirmed Banquet, etc., the User shall pay the Cancellation Fee or the Date Changing Fee as follows;

The Date the User notified the cancellation or changing date for	The emount of the Cancelistion Fee / Date Changing Fee		
the confirmed Banguet, etc. to the Hotel	Large Size Banquet Hall*1	Other Size Banquet Room*2	
From the date the reservation of the event confirmed by the User to 181 days prior to the event	10% of the Regular Banquet Room Rental Rate on the Hotel Tarlif*3	Not Applicable	
180 to 121 days prior to the event	30% of the Regular Banquet Room Rental Rate on the Hotel Tariff		
120 to 91 days prior to the event	50% of the Regular Banquet Room Rental Rate on the Hotel Tariff		
90 to 61 days prior to the event	80% of the Regular Banquet Room Rental Rate on the Hotel Tariff		
60 to 31 days prior to the event	50% of the total estimated amount for the event		
30 to 11 days prior to the event	70% of the total estimated amount for the event.		
10 days to a day prior to the event	80% of the total estimated amount for the event		
On and after the day of theevent No Show / No Notification	100% of the total estimated amount for the event		

*11arge Size Banquet Halls are defined as 560argn or larger. In the case the event is held in divided Large Size Banquet Halls the terms for Large Size Banquet Halls are avoidd

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- 7. Arrangements of decorations, entertainments, sounds and illuminations Regarding the Banquet, etc. -related decorations, signboards, entertainments, banquet hostcsses, sounds and illuminations, please use the company designated by the Hotel. If the User requests a third party other than the company designated by the Hotel to arrange them, we ask that the User places a direct order thereof with the third party only after obtaining prior approval from the Hotel. This is to ensure the Banquet, etc. can be managed smoothly.
- 8. If the User uses a company other than the company designated by the Hotel If the USEr USEs a company other than the company designated by the Hotel Regarding the bringing in or out of the equipments for decorations, entertainments, sounds and illuminations, etc. related to the Banquet, etc. by the third party requested directly by the User under the approval of the Hotel in the preceding paragraph, or the size of signbeard, etc. installed indications therean, the method for installation, the place of installation or hours for installation, etc., the User shall notify the Hotel staff in advance and then make arrangement with the Hotel staff. In this regard, please note that if the User does not make arrangements with the Hotel, we may request the User to remove the aforementioned equipment.

9. Request regarding sounds If loud sounds, such as the performance of musical instruments, are expected, the User shall notify the Hotel Sales Representative in advance. Rease note, however, that the Hotel may request the User refrain from the use of loud sounds depending on the use of other room in the vicinity.

10. Compensation for damage The User shall take all necessary precautions to ensure that no damage is caused to Hotel facilities, fixtures or fittings by the User, guests of the User attending the Banquet, etc., contractors requested directly by the User, or other persons related to the User. If hotel's facilities or fixture and fittings are broken or damaged, the User, the contractor requested directly by the User or guests attending the Banquet, etc., or other persons related directly by the User or guests attending the Banquet, etc., or other persons related to the User shall make repairs thereof or pay compensation for damage therefrom.

- Prohibitions and other matters
 Users shall refrain from conducting the following acts prohibited by the Hotel;
 1) Bringing in pets, etc. other than a guide dog, service dog or hearing dog
 2) Bringing in things that generate large sounds
 3) Bringing in combustible or inflammable substances and dangerous goods

 - Bringing in combustible or inflammable substances and dangerous goods such as firearms or swords
 Bringing in foul smelling substances
 Acts that are against laws and regulations or public order and morals, and behaviors causing undue inconvenience to other guests
 Moving, damaging or defacing fixtures and fittings of the Hotel

 - b) moving, can equing or occerning interest at the time of reservation 3) Bringing in facid, etc. 8) Use other than the purpose of use stated at the time of reservation 9) Acts prohibited bylaws and regulations 10) Other matters offered by the Hotel when the Banquet Terms of Use is signed

12. Reasons for rejecting an agreement on holding the Banquet, etc.

- Reasons for rejecting an agreement on holding the Banquet, etc. If the applicant, the organizer or the scheduled attendee of the Banquet, etc. applied for fails under any of the following litems, the application shall be rejected;
 When the person is member of a crime syndicate, a crime syndicate-related company / organization, "sokalya" (a corporate racketter), a radicat organization or other antisocial forces, or a person equivalent thereto (hereinafter collectively the "Orime Syndicate, etc.") or member concerned with a Crime Syndicate, etc.
 When the party is a corporation or other organizations whose business activities are controlled by a Crime Syndicate, etc. or person concerned with a Crime Syndicate, etc.
 When a board member (meaning a director, an executive officer or a person equivalent thereto), an employee, or a person concerned of the parties a member of a Crime Syndicate, etc. or a parson concerned of the parties a member of a Crime Syndicate, etc. or a parson concerned with a Crime Syndicate, etc.
 When the person conducts behaviors causing considerably undue inconvenience to other guests of the Hotel.
 When the person conducts beitaviors causing considerably undue inconvenience to other guests of the Hotel.
 When the person makes a violent request or demands a burden beyond the scope deemed reasonable against the Hotel and the employees of the Hotel.
 When the person conducts or is expected to conduct protest activities against or harass the organizer or the attendees of the Banquet, etc., thereby causing or threstening to cause undue inconvenience to other guests and neighboring areas.

- Termination of the agreement

 Please note that the holding of the Banquet, etc. may be rejected in the following

 cased:
 - 1) When the provisions set forth in these Terms of Use are violated or may be violater

 - When the Hotel considers that guests attending the Banquet, etc. may act against laws and regulations or public order and morals, or may cause undue inconvenience to other guests
 When the Hotel considers that guests attending the Banquet, etc. fails under any of items of the above 12 (Even if such a fact is sound after reservation or during the use of the banquet hall, use of the banquet hall, use of the banquet hall shall be terminated from that point forth.)
 When the application fee set forth in the above 2 and the upfront fee set forth in the darguet date
 When the banquet hall cannot be used safely due to a disaster or other incidents not attributable to the Hotal
 Should the Banquet, etc. be rejected on the rounds of any of the conditions 1) to 4) above, the User shall pay any related damages incurred by the Kotel.

14. Consultations

Consultations . Any question arising in connection with matters not stipulated in these Terms of Use or any questions in connection with the interpretation of the respective provisions hereof shall be settled through consultations between the User and the Hotel in good faith. It shall be understood by tall parties that this English translation is provided for reference purposes only, and that this agreement is concluded with in Japan under Japanese laws. Should a disagreement rise that requires settlement in a court, the issue will be settled at a Japanese court, under Japanese laws.

15. Modifications

The hotel may modify or revise (hereinafter "modifications") this Terms of Use. The user(s) should be informed of the modification three (3) months prior to the effective date with details. Implementation of the modification, contents and effective date, via postal service, E-mail or other suitable ways, and the modified Terms of Use shall be applied to the user(s) once it's effectiv

Handling of Personal Information> Details on the privacy policy can be obtained from the following website; www.princehotels.co.jp/company/privacypolicy/



EMBASSY OF THE REPUBLIC OF THE PHILIPPINES フィリピン 共和国 大使館 TOKYO, JAPAN

NOTICE TO PROCEED

Date: 25 August 2021

Sir:

Please be informed that pursuant to the Notice of Award dated 23 August 2021 issued by the Philippine Embassy in Tokyo, the Tokyo Prince Hotel is hereby given this Notice to Proceed for the procurement of a hotel meeting venue in order for the Philippine Ambassador to welcome the Philippine Paralympic Delegation headed by PSC Commissioner Arnold Agustin on Wednesday, 25 August 2021, in connection with the Tokyo 2020 Summer Paralympic Games, to be held in Tokyo, Japan from 21 August to 05 September 2021 for the total amount Twenty Two Thousand Japanese Yen (JP¥22,000) only, inclusive of taxes and other lawful charges.

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

Verv truly your

Head of the Procuring Entity

Mr. Yasuhiko Tominaga General Manager, Banquet Sales Tokyo Prince Hotel 3-1-3 Shibakoen, Minato-ku,

1 P a g e Notice to Proceed (BAC Resolution No. 2021-008, Hotel Meeting Venue to Welcome Philippine Paralympic Delegation)

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