



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 002, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE
AND MEALS FOR THE COMPLIANCE AND ACCOUNTABILITY, AUDIT AND
TRENDS (CAAT) CONFERENCE 2020 TO HOTEL JEN MANILA**

WHEREAS, the National Privacy Commission (NPC), is the government agency responsible in implementing Republic Act No 10173 or otherwise known as the "Data Privacy Act of 2012," to protect the Filipino citizens' right to data privacy and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, the NPC held its first Compliance and Accountability, Audit and Trends (CAAT) Conference in October 2019, with the aim to assess the efficiency and effective delivery of its services and how its programs demonstrate accountability and compliance to its beneficiaries and stakeholders. Moreover, it was also mentioned during the said conference that CAAT shall continuously be conducted in every quarter of the year beginning 2020 to attain the same purpose;

WHEREAS, pursuant thereto, the Compliance and Monitoring Division (CMD) as end-user proposed the procurement of the Lease of Venue and Meals for the conduct of the above-mentioned event on 16-17 January 2020, per Purchase Request No. 2020-0003 as approved by the Head of Procuring Entity (HoPE) with an approved budget of PHP170,000.00 under APP Item No. 2020-062;

WHEREAS, Section 53.10 of the 2016 IRR of Republic Act No. 9184 (RA 9184) recognizes the use of Lease of Venue as alternative mode of procurement to promote economy and efficiency;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent Requests for Quotation (RFQs) on 14 January 2020 to Diamond Hotel, Hotel Jen Manila and Hotel Benilde;

WHEREAS, upon the deadline for submission of quotations on even date the NPC-BAC Secretariat opened the quotations received and proceeded to evaluate the compliance of the offers against the necessary legal, technical and financial requirements;

WHEREAS, based on the results of the evaluation, a copy of which is attached as Annex "A," the NPC-BAC determined that **Hotel Jen Manila**, tendered the Single Calculated and Responsive Quotation in the amount of **ONE HUNDRED THIRTY THOUSAND PESOS ONLY** (PHP130,000.00);

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the Lease of Venue and Meals to "**HOTEL JEN MANILA**" in the total amount of PHP130,000.00 for the conduct of the CAAT conference 2020.

RESOLVED this 15th day of January 2020, 5th Floor, Ang Kiukok Hall, Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307.

ATTEST:

on leave

ATTY. ERLAINE VANESSA D. LUMANOG
Attorney IV, PRD, PPO
BAC Member

[Signature]

ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member

[Signature]

MARILOU C. LEELIAN
SAO, FPMD
BAC Member

[Signature]

MARIA DELIA S. PRESQUITO
OIC-Director IV, FAO
BAC Vice-Chairperson

[Signature]

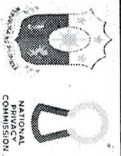
ATTY. IVY GRACE T. VILLASOTO
OIC-Director IV, PPO
BAC Chairperson

Approved:

[Signature]

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman
Head of the Procuring Entity

Date: JAN 15 2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
 Philippine International Convention Center (PICC) 5th Floor East Banquet Hall, Delegation Bldg, PICC Complex, Pasay City

NPC-ASD-AOQ No.0013

ABSTRACT OF QUOTATIONS

Project: Lease Of Venue for the CAAT Conference 2020 Approved Budget for the contract: 170,000.00
 Reference: App Item No. Public EPS Reference No.: N/A

No.	Qty.	Unit	Description	Supplier	Eligibility Requirements					Compliance with Technical Specifications	Bid Price	Remarks		
					Mayor/s/ Business Permit	Professional License	PhilCHPS Reg. Number	PCAB License (Infra)	NFCC (Infra)				Income Tax Return	Omnibus Sworn Statement
1	1	lot	Lease Of Venue for the CAAT Conference 2020	HOTEL JEN MANILA	COMPLETED	N/A	COMPLETED	N/A	N/A	COMPLETED	N/A	COMPLETED	130,000.00	PASSED
2	1	lot	Lease Of Venue for the CAAT Conference 2020	PHILIPPINE DIAMOND HOTEL AND RESORT INC.	FAILED	N/A	FAILED	N/A	N/A	FAILED	N/A	FAILED	-	FAILED*
3	1	lot	Lease Of Venue for the CAAT Conference 2020	HOTEL BENILDE	FAILED	N/A	FAILED	N/A	N/A	FAILED	N/A	FAILED	-	FAILED*

HOTEL JEN MANILA

Approved
 Disapproved

In the evaluation of the herein offers, with the evaluation of the NPC-Bids and Awards Committee, and the preference of the End-user considered, we hereby recommend the award to the single calculated and responsive quotation:

Prepared By:
PILAMAR A. MAGLUNOG
 BAC Secretariat, Member

Reviewed By:
MARIA DONABELLA A. TAVORA
 BAC Secretariat, Head

Recommending Approval:

ATTY. ERLAINE VANESSA D. LUMANOG
 Attorney IV, PPO
 BAC Member

MARILOU C. TEBLAN
 OIC-Chief, EPMD
 BAC Member

ATTY. MA. JOSEHINA E. MENDOZA
 Attorney IV, LD
 BAC Member

MARIA DELIA S. PRESQUITTO
 OIC- Director, FAO
 BAC Vice Chairperson

ATTY. INA GRACE VILLASOTO
 OIC- Director IV, PPO
 BAC Chairperson

Note:
 *The bidder failed to submit its quotation.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: 15 JAN 2020

Ms. Agnes Dimayuga
Events Executive
HOTEL JEN MANILA
3001 Roxas Boulevard Pasay City
Metro Manila

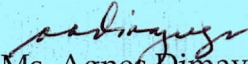
Dear Ms. Dimayuga:

Please be advised that upon the recommendation of the National Privacy Commission Bids and Awards Committee, the contract for the Lease of Venue for the Compliance and Accountability, Audit and Trends (CAAT) Conference 2020 amounting to ONE HUNDRED THIRTY THOUSAND PESOS ONLY (PHP130,000.00) VAT inclusive, is awarded to HOTEL JEN MANILA consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner

Conforme:


Ms. Agnes Dimayuga
HOTEL JEN MANILA
Date: 1/15/2020

CATERING AGREEMENT



Organiser Details NATIONAL PRIVACY COMMISSION 5F Delegation Bldg., PICC Complex Roxas Blvd. Pasay City	Hotel Details HOTEL JEN MANILA 3001 Roxas Boulevard Pasay City Philippines
MR. RAYMUND ENRIQUEZ LIBORO Privacy Commissioner and Chairman Tel: 0945-809-9449/ (02) 234-2228 loc. 127 Email: bacsecretariat@privacy.gov.ph	Contact: SANDRA CONVENTO Title: Events Manager Tel: +632 7958888 loc. 2953 Email: sandra.convento@hoteljen.com

RE: CONTRACT/ COMPLIANCE AND ACCOUNTABILITY, AUDIT AND TRENDS CONFERENCE

This Agreement together with the Appendices appended herein is entered into between **NATIONAL PRIVACY COMMISSION** and **HOTEL JEN MANILA** at 3001 Roxas Boulevard, 1305 Pasay City, Metro Manila, Philippines for the event on **16-17 JANUARY 2020**

1. Function Space Allocated for Event:

Organiser shall reserve, and Hotel shall make available the following Function Space for the purposes of Event:

Date	Time (Start/End)	Room	Function Room Rental	Setup	No. of Guests	DDR/F&B Pkge
16 Jan. 2020	8:00 AM – 5:00 PM	Ambassador Sala	Waived in lieu of Minimum Guarantee of 50 persons	Round Tables	50	Whole-Day Meeting Package with AM Snacks, Buffet Lunch with One round of Iced Tea, PM Snacks at the designated function room at Php1,300.00 net per person per day
17 Jan. 2020	8:00 AM – 5:00 PM	Hortencia	Waived in lieu of Minimum Guarantee of 50 persons	Round Tables	50	Whole-Day Meeting Package with AM Snacks, Buffet Lunch with One round of Iced Tea, PM Snacks at the designated function room at Php1,300.00 net per person per day

Use of Function Space: To protect the safety and security of all Hotel guests and property, Organiser will obtain Hotel's advance written approval before bringing in and/or using items in Event and Function Space that could create noise, noxious odours or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Organiser will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

2. Minimum Spend:

The minimum spend anticipated by Hotel under this Agreement is:

Minimum Food & Beverage Spend (based on committed F&B minimum):	Php 130,000.00 nett
Total Minimum Spend	Php 130,000.00 nett

Except where required by any applicable law, the minimum spend will exclude taxes and other charges. If Organiser does not fulfil all of its commitments or cancels this Agreement, Organiser agrees that Hotel will suffer damages that will be difficult to determine or quantify. As such, the Organiser agrees to pay the "Attrition Damages" and/or "Cancellation Amounts" as set out below.

3. Attrition:

Organiser will be deemed to have met its minimum spend requirements under this Agreement if it fulfils its Minimum Food & Beverage Spend commitment as calculated above and its Adjusted Minimum Food & Beverage Spend commitment based on the attrition allowance below.

Adjusted Minimum Food & Beverage Spend: 100% of Minimum Food & Beverage Spend = Php <u>130,000.00</u>
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V12/2018

This attrition allowance does not apply if Organiser cancels the Agreement or does not hold Event at the Property. If Organiser holds its event at the Property, but does not fulfill its Adjusted Minimum Food & Beverage Spend commitment it will pay Attrition Damages (plus all applicable taxes) as follows:

Attrition Damages = Adjusted Minimum Food & Beverage Spend *minus* actual Food & Beverage spend

If Organiser does not fulfil its Minimum Food & Beverage Spend commitment, it will pay the difference between its Minimum Food & Beverage Spend commitment and its actual food & beverage revenue (plus all applicable taxes).

All amounts owed by Organiser to Hotel pursuant to attrition clause are payable within fifteen (15) days after an invoice has been issued.

4. Cancellation of Event:

In the event that Organiser cancels this Agreement, Organiser will provide written notice to Hotel (“**Cancellation Notice**”) and pays Hotel (except in the case of a Force Majeure) the amounts (inclusive of taxes and service charges) indicated below:

After Confirmation	100% of Total Minimum Spend = Php130,000.00
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Hotel has kept available for Organiser the Function Space required for the purposes of Event. All amounts owed by Organiser to Hotel pursuant to this clause are payable within fifteen (15) days after an invoice has been issued.

Organiser acknowledges and agrees that the “Attrition Damages” and “Cancellation Amounts” as set out under clauses 4 and 5 respectively are a reasonable and genuine pre-estimate of losses that would be incurred by Hotel and do not constitute a penalty of any kind. Should Organiser fail to pay the “Attrition Damages” and/or “Cancellation Amounts” within the stipulated timeframes as set out above, without prejudice to any other rights of the Hotel under the Agreement, Hotel may deduct such sum from any monies due or to become due to Organiser under this Agreement or recover as a debt due to Hotel.

The foregoing shall not apply in case the cancellation or postponement of the event by the Organiser is caused by force majeure or any fortuitous event. In such cases, the Hotel shall endeavor to reschedule the event. If the request for re-scheduling cannot be accommodated by the Hotel because the venue had already been reserved by another party and no suitable alternative is available, the Hotel’s reservation shall be deemed cancelled. The Hotel shall return any and all amounts already paid by the Organiser.”

6. Deposit / Payment Procedure:

Upon signing this Agreement, Organiser shall make the following non-refundable, non-transferable deposit with Hotel pursuant to the below schedule, in the form of a bank transfer to the following bank account.



Payment Due	Payment Amount
15 days after receiving the SOA	Full Payment (100%) of Total Minimum Spend inclusive of taxes and service charges through SEND-BILL ARRANGEMENT .

Account Payee:	Hotel Jen Manila	Bank Name:	Asia United Bank
A/C No.:	039-01-000026-0 (Philippine Pesos)	Address:	G/F Femini Bldg. Intarmuros Branch Manila
Swift Code:	AUBKPHMM	Bank code:	AUBKPHMM

“Any tax withheld by the client should be immediately supported by the CWT certificate of BIR Form 2306/2307 to be submitted together with the check or cash payment.”

Save as otherwise provided in this Agreement, all Event charges are payable upon receipt of an invoice from Hotel unless a Credit Account with sufficient credit limit is pre-approved by and set up with Hotel. Organiser will advise Hotel of its expected method of payment of the Master Account at least seven(7) days in advance of 16 January 2020. If Organiser pays using a credit card that is acceptable by Hotel, a valid credit card must be provided to Hotel no later than 16 January 2020, and all Master Account charges will be charged to such credit card at the end of Event. Any amounts not paid by the end of Event will accrue interest at 1½% per month over the outstanding unpaid amount on and from the end of Event.

Organiser agrees that Hotel shall, notwithstanding anything in the Agreement, be entitled to deduct from or set off against any monies due from Hotel to Organiser, any sum or sums which Organiser is liable to pay or allow to Hotel under the Agreement **upon notice to and proper accounting by the Organiser**, or any other contract Organiser has with Hotel or otherwise according to law.

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7. General Terms and Conditions:

The parties agree to comply with the provisions set forth in Appendix 1 (**General Terms and Conditions**).

8. Data Protection Compliance:

The parties agree to comply with the provisions set forth in Appendix 2 (**Data Protection Compliance**) regarding Personal Data (as defined therein).

Please indicate your acceptance by initialling all pages and signing on the execution page of both original sets of this Agreement and return one set to Hotel. The duly executed Agreement must be received by Hotel on or before **16 January 2020** failing which the offer shall lapse and all guest room blocks and function space will be released without further notice.

NATIONAL PRIVACY COMMISSION



MR. RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman
rdl

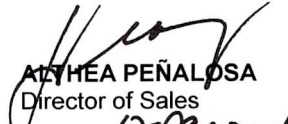
Date

HOTEL JEN MANILA



for:
SANDRA CONVENTO
Events Manager

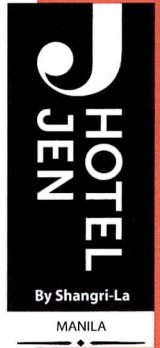
Date



ATTY. HEA PEÑALOSA
Director of Sales
17 Jan 2020

Date

**ADDENDUM A FOR
NATIONAL PRIVACY COMMISSION
16-17 JANUARY 2020**



WHOLE-DAY MEETING PACKAGE:

The package also includes the following:

- Complimentary use of the function room from specified time
- **AM Snack, Buffet Lunch, PM Snack**
- **One Round of Iced Tea**
- **Continuous flowing coffee and tea**
- (1) LCD Projector and (1) Screen
- Complimentary use of conference equipment's (flipcharts, whiteboards, markers)
- Pads and Pencils
- 5 microphones
- PA System
- Registration Table
- 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)

PRICING:

Food & Beverage Details:

Item	Currency	Cost	Validity
Whole Day Meeting Package	Php	1,300.00 net per person	8:00AM – 5:00PM


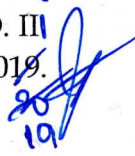
Estimated Summary of Costs:

Item	No. of Guests / Quantity	No. of Days	Rate (PhP) per Guest / Day	Total (PhP)
Whole Day Meeting Package	50	2	1,300.00 net	130,000.00 net
TOTAL	50	2	1,300.00 net	130,000.00 net

SUBSCRIBED AND SWORN TO before me this 15th of January 2020, parties exhibiting to me their following identification cards, with their pictures and signature therein:

NAME	ID PRESENTED	ID NUMBER	EXPIRY DATE
RAYMUND ENRIQUEZ LIBORO	PASSPORT	S0012461A	10/29/22
SANDRA MAE C. CENVENTO	COMPANY ID	20190202	

DOC NO. 132
PAGE NO. 28
BOOK NO. III
Series of 2019.



ATTY. KENNETH ROY E. SENTILLAS
Notary Public
Until December 31, 2020
Commission Series No. 7-16
Commission Building, P.O. Box 100, Pasay City
S/F, Delegation Building, P.O. Box 100, Pasay City
Roll No. Atty. No. 66434
PTR No. 6631218/DA-15-15/PASAY CITY
IBP No. 098336/01-10-19/DAVAO CITY