



Republic of the Philippines
 NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
 Resolution No. 27, Series of 2019

**RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE
 WITH FOOD FOR THE COMPLIANCE AND ENFORCEMENT CONFERENCE TO
 HOTEL JEN MANILA**

WHEREAS, pursuant to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 and its Implementing Rules and Regulations, the National Privacy Commission (NPC) is mandated to ensure compliance by personal information controllers and processors, and enforce Orders, Resolutions or Decisions, including the imposition of administrative sanctions, fines, or penalties;

WHEREAS, to attain said mandate, and as part of the Commission's continuing efforts in coming up with viable plans to improve its services to the public, the Purchase Request (PR) for the procurement of the Lease of Venue with Food for the Compliance and Enforcement Conference was approved by the Head of the Procuring Entity with the Office of the Privacy Commissioner as the end-user;

WHEREAS, the NPC Annual Procurement Plan for 2019 includes an allocation for the Lease of Venue with Food for the Compliance and Enforcement Conference amounting to Php150,000.00 with the mode of procurement as Lease of Venue;

WHEREAS, Section 53.10 of the 2016 Revised Implementing Rules and Regulations (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 RFQs through email on May 6, 2019 to Hotel Jen Manila, Pan Pacific Manila, Diamond Hotel, Hotel H2O, and New World Hotel;

WHEREAS, on May 7, 2019, the NPC BAC Secretariat opened the quotation received and proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements;

WHEREAS, based on the result 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 TWENTY-TWO THOUSAND FIVE HUNDRED PESOS (Php122,500.00);


NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the Lease of Venue with Food for the Compliance and Enforcement Conference to "HOTEL JEN MANILA" in the total amount of Php122,500.00.

RESOLVED this 7th of May 2019, at the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307.

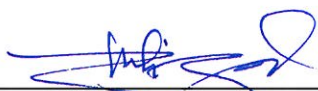
ATTEST:




MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member




MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member



ATTY. GELLE D. BALIGOD
Attorney IV, EnD
BAC Member




MARIA DELIA S. PRESQUITO
Chief, ASD
BAC Vice-Chairperson



BELMA G. MARTINEZ
Director IV, FAO
BAC Chairperson

Approved:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman
Head of the Procuring Entity
Date: 07 MAY 2019

7 May 2019

MR. RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman
Head of the Procuring Entity
NATIONAL PRIVACY COMMISSION
5/F Delegation Bldg., Philippine International
Convention Center, Pasay City
Mobile no. 0977-1410498
Tel. No. 234-2228 local 122



Dear Mr. Liboro,

RE: CONTRACT / MEETING / 9-10 MAY 2019 / 35 PERSONS

We are delighted that **NATIONAL PRIVACY COMMISSION** has selected the **HOTEL JEN MANILA** as the venue for your upcoming **MEETING**.

As per your specific requirements, we have outlined the following terms and conditions of the agreement for your kind confirmation:

FUNCTION SPACE ASSIGNMENT:

The Hotel shall reserve the following function space.

Date	Start Time	End Time	Function	Room	Set Up	No. of Persons	Room Rental/ F&B Pricing
9 May 2019	0800 H	2100 H	Conference	Sala 2 & 3	Round Table	35 Persons	Php2,300.00 nett per person per day (Inclusive of AM & PM Snacks and Buffet Lunch and Dinner at the assigned function room)
10 May 2019	0800 H	1700 H	Conference	Sala 2 & 3	Round Table	35 Persons	Php1,200.00 nett per person per day (Inclusive of AM & PM Snacks and Buffet Lunch at the assigned function room)
ESTIMATED TOTAL CHARGES							PHP122,500.00NETT

*Note: For a minimum guarantee of 30 persons to extend buffet and below 29 persons guarantee to extend Set/plated. 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.

MINIMUM GUARANTEED ATTENDANCE

A minimum guaranteed attendance/table of **35 persons** is required to reserve a function room for the event.

MEETING PACKAGE

The package also includes the following:

- Complimentary use of the function room from specified time
- Complimentary use of (1) LCD screen and Projector
- Conference pads, pencils, mints
- Complimentary use of conference equipment (flipchart, whiteboard, markers, etc.)
- Continuous flowing coffee and tea
- PA system / 2 Wired Microphones
- Registration Table
- Directional Signages'
- 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 Php 750++ plus 10% Service Charge and 12.85% government and local tax each per day
- PA System

MISCELLANEOUS CHARGES:

Special Beverage Rates:

Php 130.00 nett per glass of Iced Tea

Php 170.00 nett per glass of Softdrink, Chilled Juices or Local Beers

SERVICE CHARGE, GOVERNMENT TAX & GST

All applicable charges are subject to 10% service charge and 0.85% government and local tax unless it is specified as "Net" price.

PAYMENT

A non-refundable amount of **PHP122,500.00NETT** is required upon the completion of the event through **Send Bill Arrangement**.

For send bill arrangement, please send a copy of the Certificate of Fund (CAF) or Letter of Authorization (LOA) 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.

"Application for temporary credit requires the submission of signed contract and Letter of Guarantee/Authority prior to the event. If approved for temporary credit, payment is due 7 days after receipt of billing statement." Delayed payments are subject to a monthly surcharge of 2% on a cumulative basis."

"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."



PAYMENT OF CHARGES

The organizer shall make the following payment to the Hotel according to the schedule set below:

Payment Schedule	Group Function
After Confirmation	Full payment of banquet charges through send bill (PHP122,500.00NETT) 7 days upon receiving the Statement of Account.

Payment can be made in the form of cash, credit card or via bank transfer to the following bank account.

ASIA UNITED BANK
ACCOUNT TYPE: PESO CURRENT ACCOUNT
ACCOUNT NUMBER: 039-01-000026-0
BRANCH: INTRAMUROS
ACCOUNT NAME: HOTEL JEN MANILA

MINIMUM CHARGE

The minimum Food & Beverage consumption **NATIONAL PRIVACY COMMISSION** been confirmed at **PHP122,500.00NETT** 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 **7 May 2019**. The final guaranteed number cannot 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

Written Notification Made By Organizer	Postponement or Cancellation Charge
After Confirmation	Full Payment should be settled through Send Bill Arrangement

Handwritten mark



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 Hotel Jen 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 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.

EVENT PERFORMANCE SURVEY

At the end of the Event, the President & Chief Operating Officer of Shangri-La International Hotel Management Limited will send you an email invitation to participate in our Post-Event Performance Survey.

If you prefer not to receive our email invitation, please send your request by e-mail to Shangri-La International Hotel Management Limited at: qa@shangri-la.com or by mail to: Quality Assurance, Shangri-La Hotels and Resorts, 20/F Tower 1, Enterprise Square Five, 38 Wang Chiu Road, Kowloon Bay, Hong Kong.



NON-ASSIGNMENT

The Organiser shall not assign or transfer any part of this Agreement to any party.

The offer set out in this Agreement will be open for acceptance by the Organiser on **7 May 2019** after which the offer shall be withdrawn and the Hotel shall be entitled to cancel all arrangements made by the Hotel to date for the Event (if any) without further notice to the Organiser.

Please indicate your acceptance by initialling all pages including the enclosed General Terms and Conditions. It is agreed that signing the last page of the contract signifies that all terms and conditions stated in this contract is agreed and accepted.

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

Yours sincerely,

Accepted for and on behalf of
HOTEL JEN MANILA

SANDRA CASANOVA-CONVENTO
Senior Events Manager

Accepted for and on behalf of
NATIONAL PRIVACY COMMISSION

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

ELVIE LARANANG
Reservations and Revenue Manager

General Terms and Conditions

1. Advertising

The Organiser shall not use the name, trademark, logo or other intellectual property proprietary to Hotel Jen Manila ("Hotel"), 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.

2. Force Majeure

The performance of this Agreement by either party is subject to acts of God, war, government regulations, damage or destruction of the Hotel, outbreaks of disease or epidemics in the country where Hotel is located, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the reasonable control of the parties, making it illegal, or impossible to perform to the terms and conditions contained in this Agreement. For any of the above reasons, this Agreement may, without liability on the parties, be terminated by written notice of no less than [7] days from one party to the other or be revised at the absolutely discretion of the Hotel by written notice to the Organiser.

3. Indemnity

The Organiser 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 Organiser under this Agreement.

4. Government Law and Disputes

This Agreement shall be governed by, and shall be construed, interpreted and applied in accordance with the laws of the Philippines. Any dispute, controversy, or claim arising out of or in connection with this contract, including any question regarding its existence, validity, termination, shall be resolved by arbitration under Philippine laws, and the place of arbitration shall be Metro Manila. The language of the arbitration shall be English.

5. Damage

A written agreement between [Organiser/Contractor] on terms and conditions that have been approved by the Hotel must be signed prior the commencing of any work to be carried out within the

Hotel's premises. The Hotel reserves the right to refuse entry to any contractors/workmen/decorators engaged by the Organiser, should the Hotel not receive a duly executed copy of such Hotel approved agreement from the Organiser at least [7] days prior to commencement of the works to be carried out. The Organiser shall be liable for any damage to Hotel or Hotel guest property directly or indirectly caused by the Organiser and/or by its contractors/workmen/decorators and for any and all losses, damages, claims, demands, costs and expenses arising therefrom.

6. Decoration

The Hotel may, subject to payment of any additional fees, provide banners and backdrops for the Event with no less than 10 days' notice. A quotation will be provided to the Organiser upon Hotel's receipt of the required specifications. The Hotel reserves the right to refuse the display of any banners, backdrops, props or signage that are brought to the Hotel without the prior written consent of the Hotel. All set-ups for Hotel prior approved props and backdrops to be installed by Organiser's appointed contractors shall be in compliance with safety and fire regulations prescribed by local laws and regulations and by Hotel's fire and safety standards. The Hotel shall not be responsible for any consequences arising from Organiser's breach of such laws, regulations and/or standards.

7. Audio/Visual and Other Equipment

The Hotel must be notified at least 14 working days prior to the actual Event of use of any video, sound and/or audio equipment. The Hotel reserves the right to refuse or prohibit the use of such equipment if in Hotel's sole and absolute discretion the same shall cause disturbance to other functions within the Hotel or to other Hotel guests during rehearsal or on the day of the Event.

8. Delivery & Condition of Storage

The Organiser shall advise the Hotel no less than [7] days prior to the delivery of meeting materials, decoration items or any equipment for the Event ("Organiser's Property") so that arrangements can be made to coordinate the delivery of the same through the Hotel service area.

All Organiser's Property shall be stored at the Hotel entirely at the Organiser's risk. The Hotel shall not be responsible for any valuables or money, nor shall Hotel be liable for any claims, loss, damage and/or destruction of Organiser's Property while left in Hotel storage. The Organiser shall ensure that it has independent and adequate insurance coverage in respect of any Organiser's Property.

If Organiser's Property (or any part thereof) is not claimed within 7 days after the last scheduled day of the Event, the Hotel shall be entitled to dispose of Organiser's Property in any way it deems fit without any liability whatsoever. The Organiser shall 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 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 or in connection with the Organiser's Property while they are stored on the Hotel premises.

9. Fire and Safety Regulations

All contractors/workmen/decorators engaged by the Organiser pursuant to Clause 5 of these Terms & Conditions shall adhere to all Hotel Policies, Rules & Regulations, including but not limited to those governing Hotel fire and safety issues. The Organiser shall be responsible for ensuring that all fire escapes inside the Conference Hall, Grand Ballroom and any function rooms are not obstructed by seating arrangements, stages, equipment and other set up for the Event. No flammable materials may be brought onto Hotel premises without the prior written permission of the Hotel.

10. Hotel Liability

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 Organiser, its ultimate parent company and /or any of their subsidiaries, affiliates and/or associated companies (if any).

11. Non-Compliance

The Hotel reserves the right to release all reservations and arrangements made by the Organisers for the Event without prior notice if the Hotel does not receive the full deposit and all such other documents from the Organisers by the deadline date stipulated by the Hotel. Reinstatement of reservations and arrangements are subject to availability of guest rooms function space, any increases in price or costs and receipt of all required payments and documentation from the Organisers.

12. Security

The Organiser shall at its own cost and expense arrange its own security to ensure the safety of any valuables kept or used at the Hotel premises during the Event. The safekeeping of any items on display/exhibition shall, at all times prior to, during and after the event, be the responsibility of the Organiser. Should armed security guards be required, the Organiser shall obtain all appropriate licences and permits from the local authorities at its own cost and the Hotel must be given no less than [7] days written notice of such arrangement prior to the date of the Event in order to provide any necessary coordination and/or assistance.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


Date Issued: May 7, 2019

Ms. SANDRA CONVENTO
Events Manager
Hotel Jen Manila
3001 Roxas Blvd. Pasay City

Dear Ms. CONVENTO,

Please be advised that upon the recommendation of the National Privacy Commission Bids and Awards Committee, the contract for the Lease of Venue with Food for the Compliance and Enforcement Conference amounting to ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (Php122,500.00), 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 and Chairman
Head of the Procuring Entity

Conforme:


Ms. SANDRA CONVENTO
Events Manager
Date: 07 MAY 2019