



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 017, Series of 2019

**RECOMMENDING THE AWARD OF CONTRACT FOR THE MEALS AND LEASE OF
VENUE FOR THE FY 2020 GAD PLANNING AND BUDGETING WORKSHOP TO
STERN REAL ESTATE & DEV. CORP. (REMBRANDT)**

WHEREAS, the National Privacy Commission (NPC), pursuant to its mission to establish a regulatory environment that ensures accountability in the processing of personal data and promotes global standards for data privacy and protection, programmed the a two (2) days GAD Planning and Budgeting Workshop to integrate a gender-responsive priority Program, Activities and Projects (PAPs) for NPC;

WHEREAS, the Purchase Request (PR) for the Meals and Lease of Venue for the FY 2020 GAD Planning and Budgeting Workshop on April 11 & 12, 2019 was approved by the Head of the Procuring Entity, with the NPC-GAD as the End-User, as per P.R. No. 2019-0045;

WHEREAS, the NPC Annual Procurement Plan for 2019 for 2nd Quarter includes an allocation for the said activity with an Approved Budget for the Contract (ABC) amounting to Php120,000.00, with Lease of Real Property and Venue as the mode of procurement;

WHEREAS, the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 Section 53.10 recognizes the use of Lease of Real Property and Venue as an alternative method of procurement;

WHEREAS, the NPC Bids and Awards Committee (BAC), through its Secretariat, sent Request for Quotations (RFQs) on 03 April 2019 to Seda Vertis Hotel, Sequioa Hotel, The B Hotel, Hive Hotel and Convention, Century Park Hotel, Hotel H2O, Hotel Jen, and Stern Real Estate & Dev. Corp. (Rembrandt);

WHEREAS, the NPC-BAC Secretariat proceeded to evaluate the compliance of offers with the legal, technical, and financial requirements provided under the same IRR;


WHEREAS, based on the results of the evaluation, a copy of which is attached hereto as Annex "A", the NPC-BAC determined that STERN REAL ESTATE & DEV. CORP. (REMBRANDT), tendered the Single Calculated and Responsive Quotation in the amount of One Hundred Eight Thousand Pesos Only (Php 108,000.00);

WHEREAS, the venue offered by Stern Real Estate & Dev. Corp. (Rembrandt) with the Single Calculated and Responsive Quotation, was rated in accordance with Appendix B, Annex H, on the rating factors and determination of reasonableness of rental rates, of said IRR;

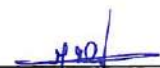
NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC-BAC, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the Meals and Lease Venue for the FY 2020 GAD Planning and Budgeting Workshop to STERN REAL ESTATE & DEV. CORP. (REMBRANDT) in the total amount of Php108,000.00;

RESOLVED this 5th day of April 2019, at the National Privacy Commission Office, 5th Floor, Philippine International Convention Center (PICC), PICC Delegation Building, PICC Complex, Roxas Blvd., Metro Manila 1307.

ATTEST:




MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member




MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member

On Official Business
ATTY. GELLE D. BALIGOD
Attorney IV, ED
BAC Member




MARIA DELIA S. PRESQUITTO
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



April 8, 2019

RAYMUND E. LIBORO
 Privacy Commissioner and Chairman
 National Privacy Commission

CONTRACT
 April 11-12, 2019
 Seminar

Dear Sir/Madam,

Warmest greetings from Hotel Rembrandt!

Evoking sophistication and class, **Hotel Rembrandt** boasts of 71 newly appointed guestrooms with contemporary furnishing and amenities. A mastery of subtle elegance and virtuosity of personalized service to match any meeting and event from 20 to 500 persons, our function rooms (**Stoffels, Catrina, Piano Bar and The Grand Ballroom**) are designed to meet all your needs whether for business or social gathering.

The Hotel is very pleased to submit the following specifications for your requirements. The details are as follows:

GUEST ROOM REQUIREMENTS:

Check In	Check out	Room Type	Accommodation
April 11, 2019	April 12, 2019	Deluxe	6 Twin sharing, 3 Single Share, 3 Quad sharing

Inclusions:

- Overnight stay in a Deluxe Room specified above w/ buffet breakfast @ lobby
- Complimentary Wifi Access
- Complimentary Bottled daily bottled water
- Check-in time is 2:00PM
- Check-out time is 12:00NN
- With desk, chairs and accessible power outlets
- Wardrobe , cabinets and hangers
- Complimentary coffee/tea
- Toilet and bath with toiletries
- Bath towels, pillows and linens
- Hot and Cold shower
- Television

FUNCTION ROOM REQUIREMENT

Date	Event	Function Space	Attendees	Meal
April 11, 2019	Seminar	TBA	27	AM/PM Snack Managed Buffet Lunch & Dinner
April 12, 2019	Seminar	TBA	27	Buffet Breakfast @ lobby, AM/PM Snack Managed Buffet Lunch
GRAND TOTAL: Php 2,000.00 x 2 days x 27 pax				PHP 108,000.00

Hotel Rembrandt
 26 Tomas Morato Extension, Brgy. South Triangle Quezon City, Philippines 1104
 Telephone Nos.: (632) 373-3333 loc. 201-204, Telefax: (632) 376-5059,
 Website: www.hotelrembrandt.com.ph / Email: reservation.hotelrembrandt@gmail.com



Inclusions:

- Usage of the function room from 8:00am-8:00pm
- Microphones, LCD projector
- Free flowing coffee or hot tea
- Welcome Streamer/Backdrop
- Air-conditioned function room that can accommodate twenty-seven (27) participants
- Free use of workshop equipment such as projector screen, two (2) whiteboards, six (6) markers and erasers, four microphones, and sound system
- No additional charge for electricity for use of laptop, printers and personal gadgets
- Seminar and workshop supplies i.e. note pads and pencils
- With complimentary parking slots for service vehicles
- Wi-Fi access during the workshop
- Free flowing coffee and hot tea during function

I. OPTION DATE POLICY

We would appreciate receiving your signed conforme of this contract. Hotel reserves the right to release any rooms and function reservation should we fail to receive the signed contract on or before April 8, 2019.

II. PAYMENT TERMS

Please be informed of the following payment terms:

On send bill arrangement 30 days upon receipt of Statement of Account

Any additional charges on rooms and function rooms authorized by the contact person shall be included on the master folio for billing schedule.

Checks must be made payable to:

Account Name: SREDC Hotel Rembrandt
Branch Name: BDO Timog Victoria Towers
Account Number: 2560000853

III. CANCELLATION POLICY

No-show and Cancellation fees shall be imposed for all bookings cancelled after the payment option dates given above. No-shows and cancellations made after **April 8, 2019** shall not be entitled to a refund.

IV. TERMS AND CONDITIONS

1. BILLING ARRANGEMENTS

Billing will be based on the guaranteed number of attendees contracted for, or actual attendance, whichever is higher. The authorized Hotel Representative will establish the actual number of covers served.

- 1.1. Incidental charges will be on Cash Basis under personal account unless otherwise approved by the authorized signatory. For any unpaid incidental charges, the Client shall be held liable for the payment of the said charges.
- 1.2. Failure to comply with the agreed terms of account settlement stated in the contract, the HOTEL may charge interest based on the prevailing market, to the outstanding balance of the CLIENT.

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- 1.3. Should the payment be enforced by court action, the CLIENT shall pay an additional twenty-five percent (25%) of the money judgment by way of attorney's fee.

2. POSTPONEMENT AND CANCELLATION

- 2.1. Should the CLIENT postpone the schedule of the event to another date or time, the CLIENT must notify the Sales and Marketing Department in writing at least thirty (30) days in advance. Postponement will be subject to the availability of the function room on the alternative date. Should the CLIENT opt to cancel, par. 2.4 shall apply depending on the date of notice of cancellation was made.
- 2.2. 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. 2.4 shall apply.
- 2.3. 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.
- 2.4. **Function Room:** The following Cancellation Schedule and Charges shall apply to all cancellations of DEFINITE function room booking with signed contracts:
 - a. Reservations deposit shall be forfeited upon cancellation of event.
 - b. All progressive payments are non-refundable.
- 2.5. The HOTEL shall not be liable for failure to comply with this agreement due to force majeure, labor disputes, strikes or other causes beyond its control.

3. FOOD AND BEVERAGE

- 3.1. Unless the CLIENT gives an advice, the HOTEL will extend services only for the guaranteed number of persons confirmed by the CLIENT. A confirmation on the guaranteed number of attendees will be required three (3) business days prior to the event. If a confirmation on the guaranteed is not received, the HOTEL will consider the number of attendees indicated on the original contract to be correct and guarantee accordingly.
- 3.2. Guaranteed number of attendees indicated in the contract is not subject to reduction.
- 3.3. All food and beverage arrangement must be supplied exclusively by the HOTEL. The CLIENT cannot bring other food and beverage items into the HOTEL. In the event that the HOTEL allows the CLIENT to bring food and drinks items, the CLIENT shall be held liable for the condition, quality and sufficiency of the items and corresponding handling and corkage fees applies on all items. The CLIENT shall be required to sign a waiver form for all food and beverage items brought in the HOTEL premises.

4. SPECIAL ARRANGEMENT

- 4.1. The HOTEL must be advised on any additional arrangement needed. Corresponding charges for the additional amenities will apply.
- 5.2 **Damage Bond:** A damage bond will be required for special set-up and arrangement in the function room. Damage bond amount will be computed based on the type of possible damage that may be incurred from ingress until egress period. Damage bond is refundable in full, but without interest, three (3) business days after the event provided that no damage was incurred at the HOTEL event venue. In the event that this is done without authorization and damage is incurred, the HOTEL will assess the damage and automatically bill the cost of repair and/or replacement to the CLIENT.

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5. The CLIENT is obliged to adhere to the General Rules and Regulations/Banquet and Meeting Guidelines of the HOTEL. Any damages incurred to the HOTEL property will be properly assessed and will be charged accordingly to the CLIENT.


We trust that the above arrangements meet your approval. Should you find the above terms and conditions acceptable, kindly affix your signature on the space provided for below.

THE PARTIES, through their duly authorized representative, have hereunto affixed their signatures in Quezon City this APRIL 08, 2019.

Hotel Rembrandt


Ivan del Castillo
Sales Account Executive

Conforme :
National Privacy Commission


RAYMUND E. LIBORO
Privacy Commissioner and Chairman

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NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


Date Issued: April 08, 2019

Mr. Ivan Del Castillo
Sales Account Executive
Stern Real Estate & Dev. Corp. (Rembrandt)
No. 26, Tomas Morato Ext., South Triangle
Quezon City

Dear **Mr. Del Castillo**:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contract for the Meals and Lease Venue for the FY 2020 GAD Planning and Budgeting Workshop on April 11 & 12, 2019 amounting to ONE HUNDRED EIGHT THOUSAND PESOS ONLY (PHP 108,000.00), VAT inclusive, is awarded to STERN REAL ESTATE & DEV. CORP. (REMBRANDT) 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:


Mr. Ivan Del Castillo
Stern Real Estate & Dev. Corp. (Rembrandt)
Date: April 08, 2019