



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. ___, Series of 2018

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE AND FOOD FOR THE DATA PRIVACY STAKEHOLDERS ASSEMBLY TO SM PRIME HOLDING INC. (SMX CONVENTION CENTER)

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 inform and educate the public about data privacy, data protection, and fair information rights and responsibilities;

WHEREAS, in accordance with the abovementioned mandate, the NPC will conduct Data Privacy Stakeholder Assembly as part of its function in promoting data privacy rights.

WHEREAS, to attain said purpose, the purchase request (PR) for the Lease of Venue for the Data Privacy Stakeholders Assembly was approved by the Head of the Procuring Entity, with Office of the Privacy Commissioner as the end-user, as per P.R. No. 2018-01152;

WHEREAS, the revised NPC FY 2018 Annual Procurement Plan includes an allocation for the Food and Venue for the Data Privacy Stakeholder Assembly with an approved budget for the contract of Php200,000.00, 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 recognizes the use of Lease of Venue as an alternative method of procurement;

WHEREAS, the NPC Bids and Awards Committee (BAC), through its Secretariat, sent request for quotations (RFQs) on 12 November 2018 to SM Prime Holding, Inc. (SMX Convention Center, PRIMEA, and the AG New World Manila Bay Hotel);

WHEREAS, the NPC BAC Secretariat proceeded to evaluate the offers for compliance 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 only SM Prime Holding, Inc. (SMX Convention Center) tendered the single calculated and responsive quotation in the amount of One Hundred Ninety-Five Thousand Pesos (Php195,000.00);

WHEREAS, based on the conducted market study by the end-user, the venue offered by SM Prime Holding Inc. (SMX Convention Center) with the single and calculated 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 Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the Lease of Venue for the Data Privacy Stakeholders Assembly to SM Prime Holding Inc. (SMX Convention Center) in the total amount of Php195,000.00;

RESOLVED this 13th day of November 2018, 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
BAC Member



MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member



BELMA G. MARTINEZ
Director IV, FAO
BAC Member



MARIA DELIA S. PRESQUITO
Chief, Administrative Services Division
BAC Vice-Chairperson



ATTY. GILBERT V. SANTOS
Director IV, LEO
BAC Chairman

Approved:



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



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

No.	Qty.	Unit	Description	Supplier	Mayor's/Business Permit	Professional License	PhilGEPS Number	Eligibility Requirements				Income Tax Return	Omnibus Sworn Statement	Compliance with Technical Specifications	Bid Price	Remarks
								PCAB License (Infra)	NFCC (Infra)	PCAB License (Infra)	NFCC (Infra)					
1	1		Lease of Venue for Data Privacy Stakeholders Assembly	SM Prime Holding Inc. (SMX Convention Center)	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	COMPLIED	N/A	COMPLIED	195,000.00	PASSED	
2	1		Lease of Venue for Data Privacy Stakeholders Assembly	PRIMEA	FAILED	N/A	FAILED	N/A	N/A	N/A	FAILED	N/A	COMPLIED	221,040.00	FAILED*	
3	1		Lease of Venue for Data Privacy Stakeholders Assembly	AC New World Manila Bay Hotel	FAILED	N/A	FAILED	N/A	N/A	N/A	FAILED	N/A	COMPLIED	225,000.00	FAILED*	

Project: Lease of Venue and Food for Data Privacy Stakeholders Assembly
 Approved Budget for the contract: 200,000.00
 Reference: PhilGEPS Reference No.: N/A

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 lowest and most responsive bidder:
SM Prime Holding Inc. (SMX Convention Center)

Prepared By:
JOEL T. PACTUINGAN JR.
 BAC Secretariat, Member

Reviewed By:
ATTY. GELLE D. BALIGOD
 BAC Secretariat, Head

Recommending Approval:
MONSALISA G. BAUTISTA
 Budget Officer, FPMD
 BAC Member

MARILOU C. LEELIAN
 OIC-Chief, FPMD
 BAC Member

BELMA G. MARTINEZ
 Director, FAO
 BAC Member

MARIA DELIA S. PRESQUITTO
 Chief, ASD
 BAC Vice Chairperson

ATTY. GILBERT V. SANTOS
 Director, LEO
 BAC Chairperson

Approved
 Disapproved

Note:
 *The bidder failed to submit their eligibility requirements



RENTAL AGREEMENT

Market Segment: Government

KNOW ALL MEN BY THESE PRESENTS:

Contract ID: TAG201800509
Contract Date: November 15, 2018

This agreement is made and entered into, by and between:

LESSOR : **SM PRIME HOLDINGS INC.**

ADDRESS : 3rd and 4th Floor, SM Aura Premier Mall
Taguig City, Philippines

AUTHORIZED REPRESENTATIVE:

MS. MICHELLE ANGELICA A. MARQUEZ
Senior Branch Manager

TELEPHONE NO. : (632) 779-8635
FAX NO. : (632) 808-4970



Hereinafter referred to as "LESSOR";

-and-

LESSEE NATIONAL PRIVACY COMMISSION

ADDRESS 5F Delegation Building, PICC Complex, Pasay City

AUTHORIZED REPRESENTATIVE/S:

MR. RAYMUND E. LIBORO
Privacy Commissioner

TELEPHONE NO. - MOBILE NO. 639173174340
MAIN FAX - EMAIL ADDRESS -

Hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, the LESSOR is the owner and operator of a fully air - conditioned Exhibition and Convention Center known as "SMX Convention Center" located at 3rd and 4th Floor, SM Aura Premier Mall, Taguig City;

WHEREAS, the LESSEE offered to rent a space at the SMX Convention Center identified as Function Rooms consisting of **537** sqm more or less hereinafter referred to as "Leased Premises" for the following event or exhibition as described hereunder and the LESSOR accepted this offer:

EVENT TITLE : Data Privacy Stakeholders Meeting
DATE/S COVERED : 11/19/2018 - 11/19/2018
EVENT CONCEPT & DESCRIPTION : Meeting

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby stipulate and fully agree on the following terms and conditions and to the terms and conditions herewith attached:

I. VENUE REQUIREMENT

DATE	TIME	VENUE	NO. OF PERSONS	SET-UP	ROOM RENTAL
11/19/18 - 11/19/18	11:00AM - 02:00PM	Function Room 1 Ingress per Hour		Banquet (Landscape setup)	P 1,300.00 per head x 150 person
11/19/18 - 11/19/18	02:00PM - 07:00PM	Function Room 1 Event Proper	150		
11/19/18 - 11/19/18	07:00PM - 09:00PM	Function Room 1 Egress per Hour			
SUB TOTAL					P 195,000.00



Below are corresponding charges for your venue requirements:

Package is inclusive of the following:

- o Use of Venue
- o 12% VAT and Documentary stamp taxes
- o PM Snacks and Dinner Buffet good for 150 pax
 - o In excess of 150 persons, P 1,300.00/head will be charged.

Sub Total	P 195,000.00
Security Deposit	0.00
Total Rental Charge	P 195,000.00

Function Room Package is inclusive of the following amenities:

1.) Use of fully carpeted function room and meeting rooms	6.) Banquet tables and chairs
2.) Speaker's Podium and Lectern	7.) LED text display for Event Title announcement
3.) Built - in sound system with microphones	8.) Overhead lighting - pin lights and LED lights
4.) Centralized air conditioning during the event proper	9.) Other fixed assets depending on availability: poster chrome standees, stanchions, dividers and platform stage
5.) Kitchen for Function Room with F&B Service	

II. FOOD AND BEVERAGE REQUIREMENTS

OFFICIAL CATERER : M. CATERING

III. BILLING AND PAYMENT

o A non-refundable deposit of P 97,500.00 (50%) is required upon confirmation and signing of this agreement in order to secure the booking on or before Friday November 16, 2018.

o Full payment of of P 97,500.00 (50%) and the Security Deposit amounting to P 0.00 to be settle after Fifteen (15) days.

o All late payments shall be subject to penalty charge at the rate of three percent (3%) per month or fraction thereof, or equivalent to the maximum prevailing interest rate set by law, whichever is higher.

o Below are payment options for Lessee:

1. Direct cash or check payment thru bills payment facility of Banco de Oro (BDO) or Chinabank Corporation (CBC) using details below:

Institution Code : 0029
Product Code : 173
Subscriber's Account No :
Subscriber's Name : NATIONAL PRIVACY COMMISSION

2. Payment thru BDO or CBC Internet Banking using details per Item 1.

3. Over the counter cash or check payment or using accredited credit card transacted directly to SMX Convention Center Treasury office.

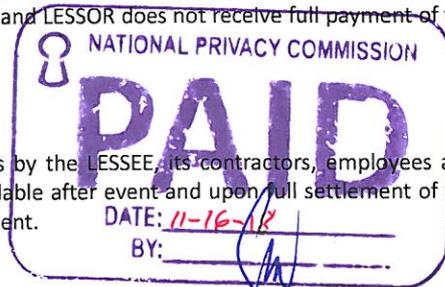
o Submission of BIR Form No. 2303 (Certificate of Registration) prior to contract signing.

o 3 original signed copies of Certificate of Expanded Withholding Tax BIR form 2307 to be submitted together with the full payment. If this is not submitted at the latest one week after the event, the Expanded Withholding Tax due will automatically be deducted from the Security Deposit.

It is an essential condition of the agreement that notwithstanding the signing of this agreement and payment of the non-refundable deposit, the LESSOR reserves the right to cancel this agreement with the LESSEE if payment schedule in Section III above is not complied with on due dates and LESSOR does not receive full payment of the Total Rental Charges as stated in Section I.

IV. SECURITY DEPOSIT

The Security Deposit is a protection against possible damages by the LESSEE, its contractors, employees and guests to the convention center facilities. The deposit is refundable after event and upon full settlement of the charges payable by the LESSEE to the LESSOR under this agreement.



V. OTHER CHARGES

All outstanding miscellaneous bills (e.g. electrical consumption and other utilities, manpower charges, equipment rentals, overtime, & other amount or sums due to LESSOR) are to be settled immediately after the event. The LESSEE agrees to authorize signatories in Annex B attached to this agreement to sign on their behalf for miscellaneous bills referred to above not in the original contract, if applicable.

Receipt of LESSEE thru NATIONAL PRIVACY COMMISSION of the security deposit as evidenced by an official receipt, after turnover of premises by LESSEE to the LESSOR less cost of repair or replacement of damaged areas or equipment of the LESSOR and the unpaid miscellaneous bill, shall be construed as complete and full satisfaction of whatever monetary claim and other claims the LESSEE may have against the LESSOR and shall release and discharge the latter from any and all such claims, action, causes of action and suits arising out of this agreement. Check payment of the security deposit shall be in the name of NATIONAL PRIVACY COMMISSION.



VI. EVENT SERVICES

LESSOR has a professional Event Services Team. From the time LESSOR receives the signed agreement, a designated Events Services Manager will work with LESSEE from the initial planning stage to the actual production of the event.

LESSOR shall endorse LESSEE to BDO for card acceptance facility, if required for the Event. This facility shall enable the LESSEE's participants and/or customers to pay in card, i.e. Visa, Mastercard, JCB, American Express, China UnionPay and/or ATM/Debit. This facility must be exclusively arranged and coordinated with BDO's Acquiring Unit.

VII. MISCELLANEOUS TERMS & CONDITIONS

Other Terms & Conditions of this agreement are embodied as Annex A hereto attached and made part hereof.

HAVING FULLY READ, AND IN FULL UNDERSTANDING OF, AND IN AGREEMENT TO ALL COVENANTS, TERMS & CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS HERETO ATTACHED AS ANNEX A and B, WE HEREBY AFFIX OUR SIGNATURE ON _____ AT _____, PHILIPPINES.

(LESSOR)
SM PRIME HOLDINGS INC.

(LESSEE)
NATIONAL PRIVACY COMMISSION

TIN #: 003-058-789-000

TIN #: 488-394-715-000


MS. MICHELLE ANGELICA A. MARQUEZ
Senior Branch Manager


MR. RAYMUND E. LIBOROG
Privacy Commissioner

SIGNED IN THE PRESENCE OF

MS. CHERRYLENE BALLADA
Sales Manager

ACKNOWLEDGEMENT



(REPUBLIC OF THE PHILIPPINES)

BEFORE ME, a Notary Public, for and in _____, _____ on this
day of _____, _____ personally appeared the following:

NAME CEI DATE / PLACE ISSUED

Known to me and to me known to be the same persons who executed the foregoing instruments consisting of _____ () pages including the page on which this acknowledgement is written and the Annex(es) A & B, signed by the parties and their instrumental witnesses on the upper left margin of each page, and they acknowledged to me that the same is the free and voluntary act and the voluntary act and deed of the corporation/s which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written

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Series of 2018


ATTY. NORMITA C. RECIO-HONORICA
Notary Public for Pasay City
Until December 31, 2018
PTR NO. 1235391; 1/4/18
Commission No. 17-03; 1/19/2017
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. V-0006067 02/04/2015

TERMS AND CONDITIONS OF CONTRACT (ANNEX A)

LEASED PREMISES

LESSOR hereby leases to LESSEE and LESSEE hereby leased from LESSOR an approximate area in sqm. within the Exhibit Halls, Function/meeting rooms stated in Section I of the Rental agreement which space shall be referred to as the "Leased Premises";

This lease does not extend to the outside portion of the building and the painting, putting, or affixing of business notices, signs or other advertising media shall not be construed as an extension of this lease to the outside portion of the building.

PURPOSE

The LESSEE agrees, represents and warrants to use and occupy the leased Premises during the term hereof only for the purpose and under the event/exhibition/convention title and concept specified in the Rental agreement and for no other purpose whatsoever without the written consent of LESSOR. In case of breach, the LESSEE agrees that the LESSOR shall have the right to compel the LESSEE to stop the new activities or to rescind the lease;

The LESSEE and LESSOR have agreed and understood that the LESSOR was induced to enter into this lease because of the material representation of the LESSEE as to the financial capacity, business reputation, honesty, and personal integrity of the LESSEE's present principal owners, stockholders, managers or proprietors. As such, it is agreed by the parties that any change, sale or transfer of the owners, stockholders, proprietors or the ownership holdings of the LESSEE's business entity shall give the LESSOR the option/right to cancel/rescind this agreement upon written notice to the LESSEE.

DURATION AND HOURS

The lease period contracted for this event shall be limited to the dates and time for each day of use from Ingress to Egress as agreed upon and stipulated in the Rental Agreement;

LESSOR reserves the right to extend or limit the event's open hours. Should LESSEE desire to change open hours, the LESSEE shall secure LESSOR's approval in writing of such changes at least 24 hours prior to its effectivity;

Ingress/Move-in and Egress/Move-out shall be accomplished within the dates and hours stipulated. Overtime work beyond the agreed schedule shall be subject to LESSOR's approval and subject to the Overtime rental charges stipulated in this agreement.

LEASE PAYMENT

All payments for rental shall be made to **SM PRIME HOLDINGS INC.** at the SMX Convention Center Administration office or thru direct payment to LESSOR'S bank account;

In case the LESSEE fails to comply with the payment schedule stipulated in Section III, this Rental Agreement shall be deemed cancelled without need for any verbal or written notice from LESSOR;

Without prejudice to the right of the LESSOR to terminate/rescind the Agreement under Section 4b above, all late payments shall be subject to penalty charge at the rate of THREE PERCENT (3%) per month or fraction thereof, or equivalent to the maximum prevailing interest rate set by law, whichever is higher;

Egress cleaning, telephone line, security guard, cashiers and janitorial costs based on prevailing rate of manpower agency and Telecommunications company shall be for the account of the LESSEE;

Overtime charges from ingress to last day of event proper shall be settled before the start of egress. LESSOR shall have the authority to hold or stop egress until full settlement of the rental and ancillary charges and the LESSEE shall hold the LESSOR, its directors, officers, employees or agents free from liability by reason thereof.

EXHIBIT GOODS

All items that are exhibited, stored or sold within the SMX Convention Center premises shall be limited to those that are directly pertinent to the theme, concept and objective of the event or exhibition subject to Section 8 hereof. Entry and display of the following is prohibited unless expressly allowed in writing by LESSOR and appropriate government agencies:

Firearms, guns, swords, ammunitions, explosives, inflammables, radioactive materials, prohibited or regulated drugs, and such other goods of dangerous nature;

- 2. Obscene materials and goods disallowed by government laws;
- 3. Goods which LESSOR's management consider to be beyond the capacity of the building and its facilities or a hindrance to the smooth operation of SMX Convention Center and other LESSEES, Tenants and occupants thereon.

No flammable or explosive materials shall be allowed for display or use in any part of the Function Rooms & Meeting Rooms and/or SMX Convention Center premises;

The LESSOR reserves the right to regulate the volume of music and sound system of an event and its exhibitors if and when it interferes with other on-going presentation and exhibition.

The sale of souvenir, promotional and commercial items not related to the event concept and approved product line shall require prior written authorization from the LESSOR and maybe subject to standard accounting and sales procedures and application of FIFTEEN PERCENT (15%) commission on gross sales plus VAT and other applicable taxes payable to the LESSOR



All food and beverage items shall be purchased from accredited caterers of the LESSOR. In case the LESSOR allows the LESSEE to use their preferred caterer who is not accredited, LESSOR shall charge management fees equivalent to TWENTY FIVE PERCENT (25%) of the gross amount of the Food and Beverage billing charges. It is agreed and understood that the LESSEE is not permitted to bring in or take out from the SMX Convention Center any such food and beverage items without the LESSOR'S permission.

Food sales from kiosks, carts, and food concessionaires of the LESSEE are also subject to SIXTEEN PERCENT (16%) commission on gross sales, or a fixed rent per day, whichever is higher plus VAT and other applicable taxes payable to the LESSOR. Food Concessionaires shall provide POS/Cash register machines and present daily sales receipts for monitoring.

The LESSEE and/or its/his exhibitors further guarantee (s) the good quality of products at all times during the exhibition and hold the LESSOR free and harmless from any obligation/responsibility to visitors and customers on items/goods displayed, distributed or sold.

LESSOR shall not be responsible for any damage or loss of LESSEE's and /or its guests' merchandise left in the SMX Convention Center premises prior; during or after the event/functions;

Any item/s (i.e. stage, props, backdrop etc.) brought into the SMX Convention Center in relation to the event/function should be removed right after the event/function. The LESSOR has the right to dispose the said item/s left inside the SMX Convention Center premises and charge LESSEE for the cost of removal or storage fees if necessary to store said items.

PROMOTION AND PUBLICITY

LESSEE is expected to ensure high quality exhibitor participation and visitor attendance to the exhibition/meeting and to have a comprehensive event/exhibition promotion and publicity plan;

LESSEE shall also promote the SMX Convention Center in all its/his commercials, press releases, advertisements and collateral materials, using SMX Convention Center official logo designs which may be obtained from the LESSOR.

SUBMISSION OF PLANS

Preliminary drawings of layout plans made to scale, dimensions and specifications of booth stands, weight and measurements of exhibit items, electrical installations and power requirements together with the list of confirmed participants and other information as may be required by the LESSOR must be submitted to SMX Convention Center Administration Office at least Thirty (30) days before installation or start of Ingress/Move-In.

LESSEE and its contractors shall submit an Electrical plan signed by duly licensed electrical engineer and a Plumbing plan for water supply and drainage should there be need for it. All Plans are to be submitted to SMX Convention Center Engineering at least Ten (10) days before the event ingress.

DISPLAY CONSTRUCTION

In the construction of booths and displays, the following guidelines must be observed/followed:
Only contractors acceptable to LESSOR with respect to their expertise, care and craftsmanship shall be allowed to construct booths and displays. Therefore, before the construction period, the LESSEE will have to ensure that the contractor is accredited by the LESSOR;

LESSEE shall not cause or permit any damage to the SMX Convention Center building and premises or any part thereof or to any SMX Convention Center property and shall not alter or interfere with the structure of the exhibition halls without written consent of the SMX Convention Center Administration office. Any damage occurring during the occupation by LESSEE of the exhibition area shall immediately be repaired at the sole expense of the LESSEE;

c. Nails or screws shall not be driven nor holes be drilled in the walls, doors, pillars or other parts of the exhibition area.

Partitions or display boards and booths shall not be erected where they will impair the proper functioning of lighting and air-conditioning systems;

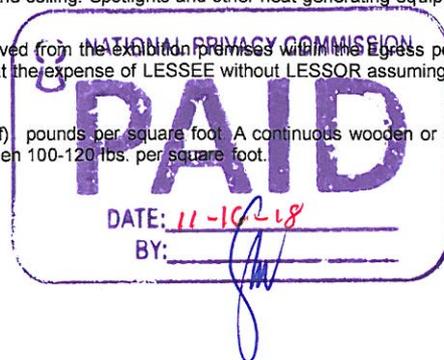
Under no circumstances shall fire hose reels, fire extinguishers and stairways be blocked or ease of access to them be impeded by exhibition booths, partitions, exhibits, or other objects;

All exit doors shall be kept clear of construction or obstruction at all times. Directional signs indicating direction of travel to the nearest exits shall be displayed in areas deemed necessary by LESSOR;

No object is to be attached to or suspended from the water sprinklers on the ceiling. Spotlights and other heat generating equipment must not be focused on or stationed near the sprinklers;

Stands, sign boards, props, equipments and exhibit goods must be removed from the exhibition premises within the ingress period allotted for this purpose. Beyond this period, removal will be undertaken at the expense of LESSEE without LESSOR assuming any responsibility for damage and risk of any kind.

Machine/Equipment weight load should not exceed one hundred (100 psf) pounds per square foot. A continuous wooden or steel platform with a 2-inch height will be required for equipment weighing between 100-120 lbs. per square foot.



AUDIO-VISUAL SUPPLIERS

Audio-visual, light and sound system shall be rented from accredited suppliers of the LESSOR. Should LESSEE desire to use their preferred supplier, LESSEE should seek LESSOR'S written approval and subject to such terms and conditions as may be imposed by the LESSOR.

DAMAGE TO OR DESTRUCTION OF PREMISES

Immediately after the event/exhibition, the LESSEE and its/his exhibitors and contractors shall return to LESSOR without need for demand, in their original state, except for normal wear and tear as determined by LESSOR, the leased premises and all property borrowed and/or rented from the LESSOR;

In case of any damage to building premises, improvements, and property, whether by any cause covered or not covered by insurance, LESSEE shall immediately repair, restore or reconstruct or cause to be repaired, restored or reconstructed said damage or destroyed improvements to the condition thereof immediately prior to such damage or destruction which shall be acceptable to LESSOR;

A Security Deposit as stated in Section IV of the Rental agreement, or such amount as may be determined by the LESSOR shall be deposited by LESSEE to LESSOR's account on the date stipulated under Section III. The Security deposit shall be returned to the LESSEE after proper and complete turnover of the leased premises to the Building administration, less any cost of repair or replacement of damaged areas and/or building improvements or borrowed/ rented equipment from the LESSOR and any unpaid miscellaneous bills not settled with the LESSOR.

LESSEE shall also indemnify LESSOR for losses or damages to SMX Convention Center personnel and property arising from its/his negligence and/or that of persons in its employ, including its/his contractor, representatives and agents.

POWER CONSUMPTION

The power consumption, utilizing SMX Convention Center electricity, for technical equipment, appliances and booth lighting which are brought inside the exhibition premises with prior permission of LESSOR, shall be charged to LESSEE based on prevailing electricity rates.

SECURITY AND GATE PASSES

For the duration of the event or exhibition, the LESSOR shall maintain security for the building perimeter and common areas and internal patrols only. LESSEE shall be responsible for the complete security and protection of its/his equipment and properties, including those of its/his personnel, agents and clients and may provide insurance coverage for the same. LESSEE may, at its/ his option and expense, hire security guards from accredited security agencies of SMX Convention Center Administration office;

LESSEE shall submit sample I.D. cards to be used during the event/exhibition period and require all personnel to wear their respective non-transferable I.D. cards at all times within the premises;

All exhibit goods and personal/office properties brought inside or removed from the premises must be covered with a Gate Pass and presented for inspection with the building guards on duty before entry and exit.

SANITATION

The leased premises including all booths contained therein must at all times be kept clean, neat, presentable and within sanitary conditions according to LESSOR's standards of appearance and maintenance;

Stand/booth cleaning shall be the responsibility of LESSEE and/or its Exhibitors. LESSEE may avail of the cleaning services from accredited janitorial agencies of SMX Convention Center Administration office for an additional fee.

CANCELLATION/POSTPONEMENT/DOWNSIZING OF CONTRACT

LESSEE shall pay the following percentages of the rental rate should cancellation/postponement/downsizing be made of a confirmed booking:



TIME OF CANCELLATION/POSTPONEMENT/DOWNSIZING	PAYMENT DUE
Confirmation date to 3 months prior to the event	50% of rental rate
Less than 3 months to 1 month prior to the event	75% of rental rate
Less than 1 month prior to the event	100% of rental rate

Any postponement or rescheduling of event to an earlier or later date shall be considered a cancellation and a new booking, thus will be subject to room availability.

All accounts not paid on time shall be subject to interest at the rate of three percent (3%) per month or fraction thereof and liquidated damages in the amount of ten percent (10%) of the unpaid amount.

GENERAL CLAUSES

All additional agreements, individual consents and special arrangements made between LESSOR and LESSEE shall be confirmed in writing;

LESSOR and its management shall exercise full authority within the Leased Premises and reserve the right at all times to shut down operations and/or control, regulate, inspect, refuse entry to, or prohibit any exhibit, display, goods or materials which management considers inimical to or which constitutes violation of Philippine laws, House Rules and Regulations, this Agreement, and other governmental, social, health, safety, security, aesthetic, moral and such other standards. It may also eject persons from the leased premises and the SMX Convention CenterS for the same reasons; and in the implementation of this Agreement, enter LESSEE's and/or exhibitor's leased premise to conduct inspections and cause removal of prohibited goods;

The LESSOR reserves the right to substitute the event/function space herein contracted by another function space of acceptable standard and size appropriate to the LESSEE'S event/function with prior notice to and consent of LESSEE. In the event that LESSEE notifies the LESSOR of an increase or decrease in the minimum number of attendees thereby rendering the size of the function room originally reserved as inappropriate; such substitute venue shall be deemed by the LESSEE as full compliance by the LESSOR under the agreement and for this purpose, the LESSOR is not liable to the LESSEE. However, LESSEE shall agree to any additional rental charges for an upgrade in room size, number or capacity. Reduction in rental charges due to decrease in room size or number at the instance of the LESSEE is non-refundable.

LESSEE and its/his exhibitors guarantee(s) that this Agreement and other contracts entered into with LESSOR are fully understood by it/his personnel;

The failure of LESSOR's management to exercise its right or to remind LESSEE and/or its/his exhibitors to strictly adhere to this Agreement shall not constitute waiver;

The LESSEE agrees to save LESSOR free and harmless from any liability for failure to comply with any or all of the terms of this agreement due to force majeure, labor dispute, strikes, fortuitous events, or other causes beyond its control. In case of cancellation by the LESSEE due to force majeure, the LESSOR shall re-schedule the LESSEE'S event/function not more than ninety (90) days from original event/function date subject to availability.

LESSEE shall obtain all necessary permits and licenses to conduct the event/exhibition/convention from the appropriate government agencies.

Any loss, damage or injury that SMX Convention Center and/or other guests may suffer which may be attributable to acts or omissions of the LESSEE and/or its personnel and contractors during the contracted event/function, shall give rise to liability on the part of the LESSEE which SMX Convention Center/Guests may recover under existing laws;

VIOLATION OF AGREEMENT

For violation of any of the above covenants and conditions, rules and regulations, the LESSOR, in addition to the remedies set forth above, shall have the right to cancel this Agreement without notice to the LESSEE and forfeit all deposits and other payments made by LESSEE in addition to whatever appropriate legal remedies available to LESSOR;

Disputes or conflicts arising from interpretation of this Agreements and from those arising from situations heretofore not covered shall be decided upon by LESSOR management whose decision shall be final.

Should the LESSOR be compelled to employ legal counsel to enforce all or any part of this Agreement, the LESSEE, unless otherwise provided in this Agreement, in addition to the damages mentioned in the preceding paragraph hereby agrees to identify the LESSOR the sum of TWENTY FIVE (25%) PERCENT of the amount due by way of liquidated damages which in no case shall be less than TWENTY FIVE THOUSAND (P25,000.00) PESOS and to pay an amount equivalent to TWENTY FIVE (25%) PERCENT of the amount claimed in the Complaint, as attorney's fees, plus cost of suit and other expenses which the law entitles the LESSOR. Such judicial suits shall be brought before the proper court of Taguig City only. The penal provisions of this Agreement shall be considered as cumulative and resort to one shall not bar resort to others.

OTHER AGREEMENTS AND CONDITIONS

The LESSEE shall not directly or indirectly assign, sell, transfer, convey, mortgage, or in any manner dispose of or encumber its right under this Agreement in whole or in part or any interest thereto be conferred on anyone, except that the LESSEE, by the nature of its/ his business, may sublease the premises to exhibitors and/or participants in the event/exhibition;

If the LESSEE shall abandon, or vacate the premises or, it remains unoccupied for a continuous period of three (3) days at any time during the term of this lease, without the LESSOR's prior written consent, the LESSOR may lease out the premises to other persons or entities; and in any event, the LESSEE shall continue to be liable for the total rental as stipulated herein, for the period of and during LESSEE's abandonment, of the unexpired portion of the term of the lease. Likewise, the LESSOR shall have the right to enter the premises and remove LESSEE's properties as may be deposited there in and have them deposited elsewhere at the expense of the LESSEE. However, the LESSOR shall have preferred use on the said properties and the right to retain said properties. The LESSOR may, as LESSEE's duly constituted attorney-in-fact, dispose of said properties at public auction and the proceeds thereof applied to satisfy LESSEE's unpaid obligations without prejudice to claim from LESSEE any deficiency or other damages provided in this Agreement.

NATIONAL BUREAU OF COMMERCE
DATE: 11-16-19
BY: 

CLIENT AUTHORIZATION

The LESSEE authorizes the following to sign on his/her behalf for miscellaneous charges as referred to under section V. OTHER CHARGES.

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME





Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

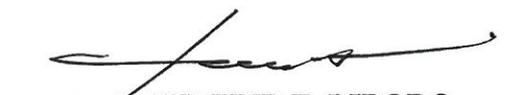
Date Issued: November 16, 2018

MS. MICHELLE ANGELICA A. MARQUEZ
Senior Branch Manager/Authorized Representative
SM PRIME HOLDING, INC. (SMX CONVENTION CENTER)
Seashell Drive Mall of Asia Complex
Pasay City, Metro Manila

Dear Ms. Marquez:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contract for the Lease of Venue and Food for the conduct of Data Privacy Stakeholders Assembly amounting to ONE HUNDRED NINETY-FIVE THOUSAND PESOS ONLY (Php195,000.00), VAT inclusive, is awarded to SM PRIME HOLDING INC. (SMX CONVENTION CENTER), consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


RAYMUND E. LIBORO
Privacy Commissioner and Chairman/
Head of the Procuring Entity 

Conforme:


MS. MICHELLE ANGELICA A. MARQUEZ
Sm Prime Holding Inc. (SMX Convention Center)
Date: 11/16/18