



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 43, Series of 2018

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE AND FOOD FOR THE DPO REGIONAL SUMMIT TO BE HELD IN CEBU CITY TO WATERFRONT CEBU CITY CASINO HOTEL, INCORPORATED

WHEREAS, the revised FY 2018 Annual Procurement Plan of NPC-OPC included Item No. J-rev.2018-026 for the Lease of Venue and Food for the DPO Regional Summit to be held in Cebu City, with Approved Budget for the Contract in the amount of Php240,000.00, with the mode of procurement as Lease of Real Property and 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 Purchase Request (*PR*) for the procurement of Lease of Venue and Food for the DPO Regional Summit to be held in Cebu City was approved by the Privacy Commissioner with the Office of the Privacy Commissioner as the end-user, as per P.R No. 2018-0155;


WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent RFQs on November 23, 2018 to Waterfront Cebu City Casino Hotel, Incorporated, Bayfront Hotel Cebu, Crimson Resort & Spa Mactan and Golden Prince Hotel & Suites;

WHEREAS, upon the deadline for submission of quotation on November 27, 2018, the NPC BAC Secretariat opened the quotations received and proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements;

WHEREAS, based on the results of the evaluation and the accomplished rating factor, copies of which are attached as Annexes "A" and "B", respectively, the NPC BAC determined that Waterfront Cebu City Casino Hotel, Incorporated tendered the Lowest Calculated and Responsive Quotation in the amount of TWO HUNDRED THIRTY-FOUR THOUSAND PESOS ONLY (Php234,000.00);

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 and Food for the DPO Regional Summit to be held in Cebu City to "WATERFRONT CEBU CITY CASINO HOTEL, INCORPORATED" in the amount of Php234,000.00.


RESOLVED this 27th day of November 2018, at the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307




MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member

compensatory time-off


MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member



BELMA G. MARTINEZ
Director IV, FAO
BAC Member



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



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

Approved by:



RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER and
CHAIRMAN

Head of the Procuring Entity
DEC 06 2018



NPC-ASD-AOQ No.0013

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

ABSTRACT OF QUOTATIONS

No.	Qty.	Unit	Description	Supplier	Eligibility Requirements							Compliance with Technical Specifications	Bid Price	Remarks
					Mayor's/Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	NFCC (Infra)	Income Tax Return	Omnibus Sworn Statement			
1	1	lot	DPO Regional Summit- Lease of Venue and Food	WATERFRONT CEBU CITY CASINO HOTEL, INCORPORATED	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	COMPLIED	234,000.00	PASSED	
2	1	lot	DPO Regional Summit- Lease of Venue and Food	BAYFRONT HOTEL CEBU	FAILED	N/A	FAILED	N/A	N/A	N/A	FAILED- no available room	-	FAILED*	
3	1	lot	DPO Regional Summit- Lease of Venue and Food	CRIMSON RESORT & SPA MACTAN	FAILED	N/A	FAILED	N/A	N/A	N/A	FAILED- bid exceeds ABC	720,000.00	FAILED**	
4	1	lot	DPO Regional Summit- Lease of Venue and Food	GOLDEN PRINCE HOTEL & SUITES	FAILED	N/A	FAILED	N/A	N/A	N/A	FAILED- no available room	-	FAILED*	

Approved Budget for the contract: 240,000.00
 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:

Approved
 Disapproved

WATERFRONT CEBU CITY CASINO HOTEL, INCORPORATED

Prepared By: **JOEL T. PAGTULINGAN JR.**
 BAC Secretary, Member

Reviewed By: **ATTY. GELLE D. BALIGOD**
 BAC Secretary, Head

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

MARIOU C. LEBLIAN
 OIC-Chief, FPMD
 BAC Member

MARIA DELA S. PRESQUITO
 Chief, ASD
 BAC Vice Chairperson

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

Note:
 *The bidder failed to submit its eligibility requirements.
 **The bidder failed to submit its eligibility requirements and bid price exceeds ABC.

CONTRACT
(Banquet)

To : **MR. RAYMUND ENRIQUEZ LIBORO**
 Title : Privacy Commissioner

Company : **NATIONAL PRIVACY COMMISSION**
 Address : 5F Delegation Building, PICC Complex, Pasay City
 Tel. Number : 63 918 2888118
 Email Address : vans.idanan@privacy.gov.ph

From : **SHYN GARCENILA**
 Date : December 6, 2018

Contract No : **1941784**

Number of Pages : **6 Pages**

SUBJECT : DATA PRIVACY REGIONAL SUMMIT

Greetings!

Thank you for choosing *Waterfront Cebu City Hotel and Casino* as official Hotel of the **DATA PRIVACY REGIONAL SUMMIT** on **December 11, 2018**. Further to our discussion, the hotel is very pleased to submit the following information for your confirmation. The details are as follows:

Based on your request, the Hotel has made a reservation of the function room on **December 11, 2018**.

Function room cut-off schedule has been drawn up for your reference. Based on said schedule, we would appreciate a progressive advice on the status of function room required on or before **December 6, 2018**.

I. CATERING/MEETING ARRANGEMENT

Below are the function rooms reserved for your event:

DATE (2018)	TIME	VENUE	# OF PERSONS (MINIMUM GUARANTEE)	MEAL ARRANGEMENT	RATES Php (nett/person)
December 11	0800H to 1600H	Mediterranean Room	260 pax	AM Snack	Php 900.00/pax
				Buffet Lunch	
				PM Snack	
Total Banquet Charges					Php234,000.00

Waterfront Cebu City Hotel & Casino
 Salinas Drive, Lahug
 Cebu City 6000 Philippines
 Tel.: (63-32) 232-6888 Fax: (63-32) 232-6880
 Email: wcch@waterfronthotels.net

Waterfront Hotels & Casinos Corporate Office
 7th Floor, Manila Pavilion Hotel
 United Nations Avenue corner Ma. Orosa St.
 Manila 1000 Philippines
 Tel.: (63-2) 559-0888 Fax: (63-2) 559-0129
 Email: corporateoffice@waterfronthotels.net
 Website: www.waterfronthotels.com.ph
 Central Reservations: 1-800-10-9376688



DETAILS OF THE EVENT:

A. EVENT NAME	:	DATA PRIVACY REGIONAL SUMMIT
B. BANQUET ARRANGEMENTS		
Function Date	:	December 11, 2018
Function Time	:	0800H to 1600H
Function Room	:	MEDITERRANEAN ROOM
Motif	:	Royal Blue and Silver
Function Set-up	:	Banquet
Meal Requirement	:	AM Snack
Minimum Number of Persons Guaranteed	:	260pax
Time of Serving	:	0900H
Menu	:	Butter croissant
Beverage Arrangement	:	AM Snack is inclusive of flowing coffee and tea
Meal Requirement	:	Buffet Lunch
Minimum Number of Persons Guaranteed	:	260pax
Time of Serving	:	1130H
Menu	:	Cream of Mushroom Breaded fish fillet with tartar sauce Baked honey and pandan marinated chicken Stir fried mixed vegetables with tofu Steamed pandan rice Leche Flan
Beverage Arrangement	:	Lunch is inclusive of one round of softdrinks or iced tea
Meal Requirement	:	PM Snack
Minimum Number of Persons Guaranteed	:	260pax
Time of Serving	:	1500H
Menu	:	Mango Shortcake
Beverage Arrangement	:	PM Snack is inclusive of flowing coffee and tea
C. ADDITIONAL MEAL RATES		
Whole Day Meeting Package	:	Php900.00 nett per person

FUNCTION ROOM AMENITIES

The Hotel shall provide the following facilities/services **FREE OF CHARGE:**

- Rostrum
- Existing light & Sound system
- Registration table with telephone
- Lobby and function room signages
- Microphones with stand
- Iced water and mints
- Whiteboard with marker & eraser
- Flipcharts with markers
- 1 LCD projector with screen (9x12)
- Wifi connection in the function rooms



II. ADDITIONAL CHARGES:

AUDIO VISUAL EQUIPMENT are available with corresponding charges (based upon availability):

Equipment	Rate
LCD Projector (4500-5000 ansi lumens)	PHP 8,000.00 net
LCD Screen 70 x 70	PHP 800.00 net
LCD Screen 7.5 x 10	PHP 2,500.00 net
LCD Screen 9 x 12	PHP 3,000.00 net
VGA Cable and Splitter	PHP 800.00 net
Wireless microphone	PHP 1,500.00 net
Lapel microphone	PHP 2,000.00 net

ENERGY FEE: The Hotel shall charge for any electrical equipment brought in by the Client, as follows:

Equipment	Charges
Audio-visual	PHP 500.00 net per equipment per day
Live Band	PHP 3,800.00 net per day
Package Energy Fee	PHP 3,800.00 net per day for all electrical equipment brought in
Generator Set Rental	PHP 15,000.00 net per hour

Corkage Fees:

The Hotel shall charge for any food and beverage that the Client will bring in, subject to the Hotel's approval:

Spirits/Liquor	PHP 1,300.00	net per 750 ml bottle
	PHP 1,800.00	net per 1000 ml bottle
Wine	PHP 1,000.00	net per 750 ml bottle
Lechon	PHP 1,300.00	net per lechon
Roasted Calf	PHP 1,700.00	net per leg

FUNCTION ROOM EXTENSION:

The function must begin and end promptly at the scheduled time on the contract. If the space is available and the Client would want to extend the function, an excess hour rental fee shall be charged accordingly, as follows:

Function Room	Extension Fee (Per Hour Rate)
Mediterranean Room	PHP 10,000.00 net

The extension fee is purely rental only, and not consumable on Banquet food and beverage.

ADDITIONAL BEVERAGE ORDERS (For ala carte orders):

Standard drinks (Soda, iced tea, chilled juice, bottled water)	Php 110.00 net per order
Local beer	Php 120.00 net per order
Flowing Coffee & Tea	Php 3,800.00 net per percolator
House Wine (Red & White)	Php 1,500.00 net per bottle
Fruit Punch (alcoholic)	Php 5,000.00 net per punch bowl (30-40 servings)
Fruit Punch (nonalcoholic)	Php 4,000.00 net per punch bowl (30-40 servings)

III. PARKING

The hotel shall provide a complimentary parking space for 10% of the guaranteed number of attendees or a maximum of 75 cars to per day during ingress, show days and egress dates.

IV. INCREASE IN COVERS

The hotel will prepare a buffer of 10% of the minimum guarantee for a maximum of 100 persons. In excess, the hotel will impose a 20% surcharge on the increase in the minimum guarantee for an advise given less than 36 hours from the serving time. For events that fall on a Monday, the final number of guaranteed persons should be advised at the latest by 11:00AM on Saturday. The surcharge will only apply to the excess covers.

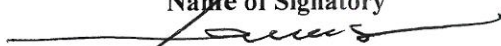
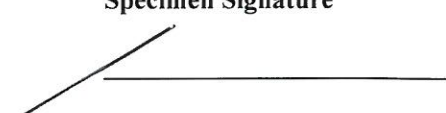
V. ESTIMATED CHARGES:

Day 1, December 11, 2018

Whole Day Meeting @ Php900.00 x 260 pax = Php234,000.00
Subtotal for Day 1 = Php234,000.00

Total Estimated Banquet Charges = Php234,000.00

VI. AUTHORIZED SIGNATORIES

<p>Name of Signatory</p>  <p>Raymund Enriquez Liboro Privacy Commissioner</p>	<p>Specimen Signature</p> 
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VII. TERMS AND CONDITIONS

1. DEPOSIT SCHEME

1.1 Banquet

The hotel will waive the customary 50% deposit provided the client will submit an approved Letter of Authority or Purchase Order and Certificate of Availability of Funds with OBR number.

All deposits and payments must be paid either cash, credit card or company cheque to the account of Waterfront Cebu City Casino Hotel, Inc. For payment through bank or wire transfer, the Client should shoulder all bank charges, and the deposit slip must be forwarded to the Hotel representative for verification.

Account details are as follows:

Peso Account:

Account Name : Waterfront Cebu City Casino Hotel, Inc.
 Account Number : 0002 – 6001 – 7437
 Bank : Union Bank of the Philippines
 Branch : Ayala Cebu Insular Branch

Account name : Waterfront Cebu City Casino Hotel Inc
 Account Number : 2293 5750 0014
 Bank : PNB
 Branch : Lahug

Deposits are non-refundable and non-transferable. Total estimated revenue is rate multiplied by the number of rooms and attendees plus additional charges.

Failure to pay any of the amounts as they fall due shall give the Hotel the right to cancel the event without further notice.



2. ACCOUNT SETTLEMENT

2.1. Banquet

The CLIENT agrees to settle full payment amounting to **Php234,000.00** and any additional charges right after the event on **December 11, 2018**. Payment can be made in cash or credit card. For company cheque payments, cheque must be dated and submitted to the hotel at the latest four (4) working days prior to the start of the event.

If applicable, the Client should provide a copy of the Certificate of Withholding Tax (BIR Form 2307) together with the payment.

- 2.2. 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.
- 2.3. Failure to comply with the agreed terms of account settlement stated in the contract, the HOTEL shall charge an additional ten percent (10%) to the outstanding balance of the CLIENT.
- 2.4. 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.

3. POSTPONEMENT AND CANCELLATION

- 3.1. Should the CLIENT postpone the schedule of the event to another date or time, the CLIENT must notify the Sales and Marketing or Conventions and Events 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. 3.4 shall apply depending on the date of notice of cancellation was made.
- 3.2. 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. 3.4 shall apply.
- 3.3. 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.
- 3.4. **Function Rooms:** The following Cancellation Schedule and Charges shall apply to all cancellations of DEFINITE rooms & function room booking with signed contracts:

Within 6 months	50% of the total guaranteed deposit will be forfeited
Within 3 months	100% of the total guaranteed deposit will be forfeited
Within 1 month	100% of the total estimated banquet charges will be forfeited

- 3.5. **Force Majeure:** The HOTEL will not be held liable for services not rendered due to acts of God, war, government regulations, natural calamities, civil disorders, curtailment of transportation facilities and other inevitable incidents beyond the control of the HOTEL that interrupts the expected course of events. However, deposits made by the CLIENT can be applied to future bookings.

4. FOOD AND BEVERAGE

- 4.1. 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 thirty-six hours 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.
- 4.2. The hotel reserves the right to provide meals with Menus at Chef's discretion in the event notice of change in minimum guarantee is not relayed within the specific time required.
- 4.3. Guaranteed number of attendees indicated in the contract is not subject to reduction.



- 4.4. The hotel will prepare a buffer of 10% of the minimum guarantee for a maximum of 100 persons for buffet. In excess, The final guarantee number for the above function should be confirmed 36-hours prior to the function date. For events that fall on a Monday, final number of guaranteed persons should be advised at the latest by 11:00AM on Saturday. The charge will be based on the minimum guarantee or the actual attendance, whichever is higher. Any increase advised less than the 36-hour notice shall be levied a 20% surcharge.
- 4.5. 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.

5. FUNCTION ROOM

- 5.1. Event must begin and end promptly at the scheduled time on the contract. If the space is available and the CLIENT would want to extend the event, an excess hour rental fee per hour shall be charged accordingly.
- 5.2. The HOTEL reserves the right to change the function room assignment to a space more suitable as needed with prior notice.

6. SPECIAL ARRANGEMENT

- 6.1. The HOTEL must be advised on any additional arrangement needed. Corresponding charges for the additional amenities will apply.

7. 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.

THE PARTIES, through their duly authorized representative, have hereunto affixed their signatures in the City of _____ this DEC 06 2018 day of _____.

Prepared by:

Accepted by:



Shyn Garcenila
 Sales Account Manager

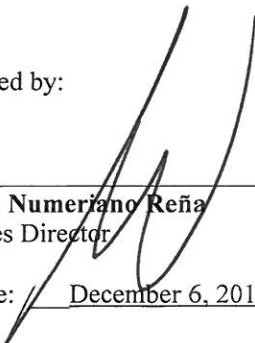


Mr. Raymund Enriquez Liboro
 Privacy Commissioner

Date: December 6, 2018

Date: DEC 06 2018

Noted by:



Mr. Numeriano Reña
 Sales Director

Date: December 6, 2018

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY : S.S

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PASAY CITY

PASAY CITY

DEC 07 2018

BEFORE ME, a Notary Public for and in the City of Pasay, Philippines, personally appeared:

SHYN GARCENILA, in her capacity as Sales Account Manager of the Waterfront Hotel & Casino, Cebu City, with

_____ ; and

RAYMUND ENRIQUEZ LIBORO – Chairman, NATIONAL PRIVACY COMMISSION, PICC Complex, Pasay City with Passport no.

_____ ;

both known to me to be the very same persons who executed the foregoing Agreement and they both acknowledged to me that the same is their own free acts and voluntary deeds and that of the instrumentalities they both represent.

This instrument consists of seven (7) pages including the page wherein the Acknowledgement is written, signed on each and every page thereof by the parties and their two instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on this _____ day of _____, 2018 at _____ Philippines.

Notary Public

ATTY. GIOVANNAE LYN M. QUICOY-MARIN
GSIS, Financial Center, Pasay City
NOTARY PUBLIC, until December 31, 2019
Commission No. 11-06: 1/18/18 Pasay City
IBP Lifetime No. 06492: OF No. 710621: 2/28/07
PTR No. 5847150: 1/16/18: Pasay City
Roll of Attorneys No. 58500

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Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


Date Issued: 10 6 DEC 2018, 2018

SHYN GARCENILA
Water Front Cebu City Hotel & Casino
Cebu City

Dear Ms. **Garcenila**:

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 DPO REGIONAL SUMMIT amounting to TWO HUNDRED THIRTY-FOUR THOUSAND PESOS ONLY (Php234,000.00), VAT inclusive, is awarded to WATERFRONT CEBU CITY CASINO HOTEL INCORPORATED 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:

SHYN GARCENILA
Water Front Cebu City Hotel & Casino
Date: December 06, 2018