



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 40-1, Series of 2018

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE AND FOOD FOR THE EMPLOYEES APPRECIATION DAY TO RESTOPRENEUR MANAGEMENT INC.

WHEREAS, the National Privacy Commission (NPC) envisions to be a world-class regulatory and enforcement agency upholding the right to privacy and data protection while ensuring the free flow of information, committed to excellence, driven by a workforce that is highly competent, future-oriented, and ethical, towards a competitive, knowledge-based, and innovative nation;

WHEREAS, pursuant to Civil Service Commission Resolution No. 010112 dated January 10, 2001, every department or agency should establish its own suggestions and incentive awards system designed to encourage creativity, innovativeness, efficiency, integrity and productivity in public service by recognizing and rewarding officials and employees, individually or in groups for their suggestions, inventions, superior accomplishments and other personal efforts which contribute, economy, or other improvement in government operations, or for other extraordinary acts or services in the public interest;

WHEREAS, to attain the said purpose, the NPC issued internal policy, Program on Awards and Incentives for Service Excellence (PRAISE), to institutionalize and encourage productivity in the workplace;

WHEREAS, the purchase request (PR) for the Lease of Venue for the Employees Appreciation Day scheduled on 14 December 2018 was approved by the Head of the Procuring Entity, with the Human Resources and Development Division as the end-user, as per P.R. No. 2018-0164;

WHEREAS, the revised NPC FY 2018 Annual Procurement Plan includes an allocation for the Food and Venue for the Employees Appreciation Day with an approved budget for the contract of Php250,000.00, 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 Sofitel Philippine Plaza Manila, Philippine International Convention Center (PICC), and Restopreneur Management Inc;

Reference : <http://web.csc.gov.ph/phocadownload//MC2001/mc1s2001.pdf>

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 Restopreneur Management Inc. tendered the single calculated and responsive quotation in the amount of Two Hundred Fifty Thousand Pesos (Php250,000.00);

WHEREAS, the venue offered by Restopreneur Management Inc. 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 Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the Lease of Venue for the conduct of NPC Employees Appreciation Day to RESTOPRENEUR MANAGEMENT INC. in the total amount of Php250,000.00;

RESOLVED this 16th 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, FPMD
BAC Member




MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member



BELMA G. MARTINEZ
Director IV, FAO
BAC Member




MARIA DELIA S. PRESQUITO
Chief, ASD
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



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 | PhilCEPS Reg. Number | FCAB License (Infra) | NFCC (Infra) | Income Tax Return | Omnibus Sworn Statement | | | |
| 1 | 1 | | Lease of Venue for NPC Employees Appreciation Day | Restopreneur Management Inc. | COMPLIED | N/A | COMPLIED | N/A | N/A | N/A | COMPLIED | N/A | 250,000.00 | PASSED |
| 2 | 1 | | Lease of Venue for NPC Employees Appreciation Day | Sofitel Hotel | COMPLIED | N/A | COMPLIED | N/A | N/A | N/A | COMPLIED | N/A | 301,000.00 | FAILED** |
| 3 | 1 | | Lease of Venue for NPC Employees Appreciation Day | Philippine International Convention Center | | | | | | | | | | FAILED** |

Approved Budget for the contract: 250,000.00
PhilCEPS Reference No.: N/A

No Reply

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.

Restopreneur Management Inc.

Prepared By:

JOEL T. PAGJULINGAN JR.
BAC Secretariat / Member

Reviewed By:

ATTY. GELFORD BALIGOD
BAC Secretariat, Head

Recommending Approval:

MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member

MARLOU C. LEBLAN
OIC-Chief, FPMD
BAC Member

BELMA G. MARTINEZ
OIC-Director, FAO
BAC Member

MARIA DELIA S. PRESQUITO
Chief, ASD
BAC Vice Chairperson

ATTY. GILBERT V. SANTOS
Director, LEO
BAC Chairperson

Note:

*The bidder failed to submit their quotation

Approved
 Disapproved

RESTOPRENEUR MANAGEMENT, INC.

Rizal Park Hotel - South Road Drive TM Kalaw Ext.
Brgy 666 Zone 072 Ermita Manila

No.

BANQUET EVENT ORDER AND CONTRACT AGREEMENT

| | | |
|--|---------------------------------------|---|
| Event Name : NPC Employees Appreciation Day | Function Room : Ballroom 1 | Date of Function : December 14, 2018 |
| Minimum of : | Type of Function : Buffet | Day : |
| Guaranteed Pax / Table: 140 | Package Name : | Time : 6:00PM-11:00PM |
| In Excess of Min. : | Package Price : 250,000.00nett | Food Service Time : 7:00PM |

CLIENT DETAILS

| | |
|---|----------------------------------|
| Name : Raymund Liboro | Tel. No. |
| Billing Address : 5th Floor Delegation Bldg. PICC, Pasay City | Cellphone No. 09458099449 |
| Email Address : | Fax No. |

PAYMENT DETAILS

| PARTICULARS | OR/PR NUMBER | DATE OF PAYMENT | AMOUNT | RUNNING BALANCE |
|---------------------|--------------|-----------------|--------|-----------------|
| TOTAL PACKAGE PRICE | | | | |
| Reservation Fee | | | | |
| Down Payment | | | | |
| | | | | |
| | | | | |
| FINAL SETTLEMENT | | | | Php |

Note "Full Payment" is required THIRTY (30) days before the function date. Should the CLIENT failed to settle the full payment prior to the function, the HOTEL reserves the right to cancel the function.

FUNCTION DETAILS

| | | | | | | | | | | | | | | | | |
|---|--|---|--|------------------------------------|-----------------------------------|--|---|---------------------------------|--|----------------------------------|-----------------------------------|-------------------------------------|-----------------------------------|------------------------------------|---|---------------------------------|
| <p>MENU :</p> <p style="text-align: center;"><i>MENU</i></p> <p style="text-align: center;"><i>Appetizer</i></p> <p style="text-align: center;"><i>Quiche Lorain</i></p> <p style="text-align: center;"><i>Salad</i></p> <p style="text-align: center;"><i>Seasonal Green Salad</i></p> <p style="text-align: center;"><i>Soup</i></p> <p style="text-align: center;"><i>Pumpkin Soup</i></p> <p style="text-align: center;"><i>Entree</i></p> <p style="text-align: center;"><i>Pork Loin with Apple raisin Sauce</i></p> <p style="text-align: center;"><i>Beef Broccoli</i></p> <p style="text-align: center;"><i>Pan Fried fish with Lemon Capers white sauce</i></p> <p style="text-align: center;"><i>Plain Rice</i></p> <p style="text-align: center;"><i>Dessert</i></p> <p style="text-align: center;"><i>Fresh Fruits</i></p> <p style="text-align: center;"><i>1 Round of Iced Tea</i></p> | <p>LEAD SOURCE :</p> <table border="0"> <tr> <td><input type="checkbox"/> Walk-in</td> <td><input type="checkbox"/> Advertisement</td> <td><input type="checkbox"/> Billboard</td> </tr> <tr> <td><input type="checkbox"/> Phone-in</td> <td><input type="checkbox"/> Friends/Relatives</td> <td><input checked="" type="checkbox"/> Sales Dept.</td> </tr> <tr> <td><input type="checkbox"/> Flyers</td> <td><input type="checkbox"/> Returning Guest</td> <td><input type="checkbox"/> Seminar</td> </tr> <tr> <td><input type="checkbox"/> Internet</td> <td><input type="checkbox"/> Affiliates</td> <td><input type="checkbox"/> Referral</td> </tr> <tr> <td><input type="checkbox"/> Directory</td> <td><input type="checkbox"/> Trade Exhibits</td> <td><input type="checkbox"/> Others</td> </tr> </table> | <input type="checkbox"/> Walk-in | <input type="checkbox"/> Advertisement | <input type="checkbox"/> Billboard | <input type="checkbox"/> Phone-in | <input type="checkbox"/> Friends/Relatives | <input checked="" type="checkbox"/> Sales Dept. | <input type="checkbox"/> Flyers | <input type="checkbox"/> Returning Guest | <input type="checkbox"/> Seminar | <input type="checkbox"/> Internet | <input type="checkbox"/> Affiliates | <input type="checkbox"/> Referral | <input type="checkbox"/> Directory | <input type="checkbox"/> Trade Exhibits | <input type="checkbox"/> Others |
| <input type="checkbox"/> Walk-in | <input type="checkbox"/> Advertisement | <input type="checkbox"/> Billboard | | | | | | | | | | | | | | |
| <input type="checkbox"/> Phone-in | <input type="checkbox"/> Friends/Relatives | <input checked="" type="checkbox"/> Sales Dept. | | | | | | | | | | | | | | |
| <input type="checkbox"/> Flyers | <input type="checkbox"/> Returning Guest | <input type="checkbox"/> Seminar | | | | | | | | | | | | | | |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Affiliates | <input type="checkbox"/> Referral | | | | | | | | | | | | | | |
| <input type="checkbox"/> Directory | <input type="checkbox"/> Trade Exhibits | <input type="checkbox"/> Others | | | | | | | | | | | | | | |
| <p>AMENITIES:</p> <ol style="list-style-type: none"> Basic Stage Lights and Sounds Podium and Microphone Projector | <p>OTHER CHARGES/FEEES:</p> <p>Electricity Charge for the whole duration</p> <p>Any Electrical Equipment Php _____</p> <p>Photo & Video _____</p> <p>Acoustic Band _____</p> <p>Use if Function Room (Extension)per hour</p> <p>Ballroom 1 Php _____</p> <p>Ballroom 2 _____</p> <p>Ballroom 3 _____</p> <p>Corkage Fees</p> <p>Pork Lechon Php _____</p> <p>Cooked Foods _____</p> <p>Wines & Spirits _____</p> <p>Premium Wines _____</p> <p>Beer _____</p> <p>Soft Drinks _____</p> <p>Photo Booth _____</p> <p>Equipment Rental</p> <p>DVD Rental Php _____</p> <p>LCD Rental _____</p> <p>Videoke Rental _____</p> <p>Others (Specify) _____</p> <p>_____ Php _____</p> | | | | | | | | | | | | | | | |


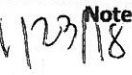
| ADDITIONAL AMMENITIES | QTY | UNIT PRICE | TOTAL AMOUNT |
|-----------------------|-----|------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

REQUIRED SET-UP **Buffet Set Up**

BEVERAGE ARRANGEMENT: **1 round Iced Tea**

OTHER ARRANGEMENTS/SPECIAL REQUEST:
15 Complimentary Parking Tickets

SIGNATORIES

| | | |
|---|---|--|
| Prepared By:  Kimberly Claire Acas Signature over printed name | Noted By:  Signature over printed name | Reviewed By: _____ Cost Con Manager / Accounting Manager |
| Endorsed by: Efren Adamos F & B Manager | Approved by: _____ Managing Director | |

1. PAYMENT DEPOSIT AND DOWN PAYMENT

- 1.1 Reservation Fee of Php 50,000.00 is required to reserve the date, time and venue for a particular function. Venue is herein referred to as the function room/area from where the particular function will be held. The use of the venue is good only on the duration of the time and date specified on the contract. Any extension requested by the CLIENT shall be allowed provided it does not disrupt other party reservation scheduled and the excess hours shall be charged accordingly. Other products and services which will be required outside the contracted package shall be charged accordingly based on published prices. The reservation fee is NON-REFUNDABLE, NON-TRANSFERABLE, NON-CONSUMABLE and NON-CONVERTIBLE in case of CANCELLATION.
- 1.2 A 50% Down Payment to be paid at least 60 days before the function, is required to confirm a reservation. The food tasting can be scheduled after paying the fifty percent (50%) down payment.
- 1.3 Full payment is required THIRTY (30) days before the date of the function, otherwise, RMI reserve the right to cancel the function. Customer acknowledges that the date and any deposit made by the CLIENT shall be forfeited in favor of RMI in the event that the final payment is not made at least THIRTY (30) days prior to the event date.
- 1.4 Payment of individual client can be made in cash, credit card, manager or cashier's check and GC issued by RMI.
- 1.5 For Company, company checks are acceptable and must be paid at least FOURTEEN (14) days before the function date. Purchase Order. Letter of Authority (LOA) duly signed by authorized signatory can be submitted by companies with credit line at least TWO (2) weeks prior to function date. For government companies, signed Contract and Certificate of Availability of Funds (CAF) must be submitted by companies with credit line at least TWO (2) weeks prior to function date.
- 1.6 Other incidental expenses shall be settled right after the function, in form of cash or credit card.

2. FOOD AND BEVERAGE

- 2.1 All Food & Beverage items for the function shall be supplied only by RMI, CLIENT cannot bring in food and beverage items unless there's a written consent from RMI, TEN (10) days prior to function. RMI reserves the right to change the menu as indicated in this arrangement at any time in event of non-availability of raw materials and for other justified reasons. RMI will notify the CLIENT of such change if time allows. Food and beverages are contracted for consumption on the specific function date/time and venue only and cannot be consumed outside date/time and venue.
- 2.2 In the event that RMI allows the CLIENT to bring in food and beverage items, CLIENT shall be solely responsible and liable for the condition, quality and sufficiency of such items and shall pay to RMI the prescribed corkage fees. RMI shall require the CLIENT to sign a waiver form to release RMI from any liability in the event that untoward incident happens to the guests of the CLIENT related to food consumption or any idea of its incidentals.
- 2.3 The consent of RMI to the CLIENT'S bringing in of their own food and beverages shall not in any way affect or serve, to relieve or mitigate the CLIENT'S aforesaid responsibility and liability for the same. The CLIENT shall be solely responsible and liable for any personal damages or injuries that may be caused upon any of the CLIENT'S guest and other persons attending the function by reason of or due to unsatisfactory quality or spoiled state of food and beverage items brought by the CLIENT.
- 2.4 CLIENT is discouraged to take home left-over food. Food exposed in room temperature for more than 2 hours might get spoiled. If the CLIENT wishes to bring home left-over food, RMI shall be automatically relieved from all liabilities if food poisoning or any problem should arise.

3. MINIMUM GUARANTEE

- 3.1 Minimum guarantee herein refers to the minimum number of persons from which a contracted package and its corresponding price is initially based. Excesses on top of the minimum guaranteed shall be charged accordingly. This number should be submitted no less than TWO (2) weeks prior to the function date. Otherwise, RMI will follow the original guarantee stipulated in the contract. RMI is only responsible to serve actual number of persons guaranteed by CLIENT.
 - 3.1.1 In the event of under attendance, the minimum guaranteed will prevail.
 - 3.1.2 In the event of under attendance, the CLIENT may take home food unconsumed in the buffet line only. CLIENT cannot expect RMI to cook additional food to be taken out even if guests are less than expected.
 - 3.1.3 In the event of over attendance the CLIENT must sign the order slip as acknowledgment for the excess persons. Payment must be settled immediately within the date of event either in cash or credit card only.
 - 3.1.4 In the event of over attendance, RMI will not be liable for the insufficiency and quality of food.
 - 3.1.5 In the case of over attendance, the CLIENT must pay the corresponding prices/person based on published rates of the package plus a P50.00+12% VAT/person in excess the guaranteed

4. OTHER FEES

| | | | | | |
|--------------------------|-----------------------------|---------------------------------------|----------------|---|--------------|
| 4.1 Corkage Fees: | | Use of Function Room In Excess | | Electricity Charge for the whole duration: | |
| Pork Lechon | Php 3,500.00/pc | of Contracted Rate Time per Hour: | | Any Electrical Equipment | Php 500.00 |
| Wines & Spirits | Php 800.00/bottle(750/ml) | Ballroom 1 | Php10,000/hr | Photo & Video | Php2,000.00 |
| Premium Wines | Php 1,500.00/bottle(750/ml) | Ballroom 2 | Php 10,000/hr | Acoustic Band | Php2,500.00 |
| | Php 2,000.00 (1 liter) | Ballroom 3 | Php 10,000/hr | | |
| Beer | Php 500.00/case | | | | |
| Soft Drinks | Php 500.00/case | Banquet Charges | | Equipment Rental for the whole duration: | |
| Cooked Food | Php 4,000.00/chafing dish | Children below 3ft | Free of Charge | LCD Rental | Php 5,000.00 |
| Photo Booth | Php 3,000.00 | Children 3ft. and above | Full Rate | | |

5. POSTPONMENT

- 5.1 In the event the CLIENT wishes to postpone the function to another date and/or time.
 - 5.1.1 CLIENT should notify RMI in writing at least ninety more than (90) days prior to the scheduled date of function, alternative date must be written one (1) year from the postponed date of event. Hence, the CLIENT must update their package and must update payment of at least 50% of the total contract price.
 - 5.1.2 If CLIENT notified RMI in writing in less than ninety (90) days but more than sixty (60) days prior to the scheduled date of function, alternative date must be within six (6) months from the postponed date of event, with rebooking fee of 10% of the total contract price.
 - 5.1.3 If CLIENT notified the RMI in writing sixty (60) days or less prior to the scheduled date of function, RMI has the right to cancel the function and retain all payments received, except for fortuitous events or force majeure.
 - 5.1.4 CLIENT may only use their payments for other packages only. Venue function room will be subject for availability on the desired alternative date and time.
 - 5.1.5 RMI shall not guarantee the same contract price as stated should there be price increase implemented.
- 5.2 In the event the client complied with the time period and condition (as mentioned in 5.1.1) and there is no available venue/function room on the desired date, the CLIENT may choose between proceeding with the original schedule of the function or change the scheduled date or event.

6. CANCELLATION

- 6.1 Should the CLIENT decide to cancel the reservation, a cancellation letter must be made. If cancellation notice is made:
 - 6.1.1 Ninety (90) days or more prior to the event, 50% of the payments made (less the reservation fee) can only be refunded.
 - 6.1.2 Less than ninety (90) days but more than sixty (60) days prior to the event, 25% of the payments made (less the reservation fee) can only be refunded.
 - 6.1.3 Sixty (60) days or less prior to the event, reservation fee or payments made is/shall be totally forfeited.

7. FUNCTION ACTIVITIES & MATERIALS

- 7.1 The CLIENT shall be society responsible for the activities at the function. In all instances, the CLIENT shall be responsible for obtaining permits as may be required by national and local governments in connection with the function and the activities to be undertaken thereat. Any and all costs, fees and assessments including entertainment and other taxes, shall be borne by the CLIENT.
- 7.2 The CLIENT shall, at least ninety (90) days before the scheduled date of function, submit to RMI, the proposed program of activities and the required set up in the function room. RMI reserves the right to prohibit the CLIENT from undertaking such activities as are deemed contrary to law morals, public order and / or public policy.
- 7.3 The CLIENT should seek prior approval from RMI for all display, visual and audio exhibits, promotional posters, props and exhibits which the CLIENT intends to use and put up during the function. The client shall not post, put or attach to any manner, posters, props and other materials to or upon walls, column, doors, or to other areas of RMI, without first obtaining the latter's prior written consent thereat. Machines or equipment's provided by RMI free of charge as subjected to its availability, however should the CLIENT request for other machines or equipment's, RMI shall charge the CLIENT the actual cost or rental incurred by RMI. The CLIENT must seek approval from RMI should they wish to bring in any equipment inside RMI premises. Should RMI allow the CLIENT to bring in any equipment, the CLIENT must register / declare the equipment in terms of quality and exact specification to the security department in the same manner the CLIENT must pay the electricity charges for any electrical equipment brought inside RMI premises.
- 7.4 The CLIENT agrees to advise his/her guests not to leave their valuables unattended while inside the RMI premises; ex: handbags, cellular phone, laptop, printer, camera...etc..
- 7.5 The CLIENT shall be solely responsible for its guest's personal belongings such as gifts, prizes, exhibits, props, displays, and other materials. The RMI shall in no instance be held liable for any loss or damage of such items. All props, displays and such materials used by the CLIENT should be cleared from the function room before the end of the contracted time unless a prior written consent from the RMI for an extension of the same is obtained.
- 7.6 The CLIENT shall be society responsible and liable in case of breakage of the equipment, damages and / or injuries whether personal or to property, that the CLIENT'S guests may suffer during the function. Any breakage of the equipment of RMI during the function caused by the CLIENT or by any of his/her guests shall be charged accordingly to the CLIENT. Small children of the guests must be attended by their adult companion at all times. RMI or any of its employees is EXEMPT from liability for any injury or accident that may arise in violation of this provision. The RMI will not be responsible for any accident that may be incurred by adult or children during the event.

8. OTHER MISCELLANEOUS PROVISIONS

- 8.1 This Contract shall be governed by, construed, and enforced in accordance with the laws of the Philippines. The parties hereto irrevocably agree that any legal action suit or proceeding arising out of or relating to this Contract shall be exclusively brought before the proper courts in the City of Manila, Metro Manila Philippines to the exclusion of all others. The foregoing, however, shall not limit or be construed to limit the right of RMI to commence any proceeding or to obtain execution of judgement against Client in any venue or jurisdiction where assets of Client may be found.
- 8.2 The parties acknowledge that the precise amount of actual damages that the parties will incur in the event of breach of any and/or all of the provisions of this Contract by either party would be extremely difficult to ascertain. Hence, as an immediate and partial form of relief, the party at fault shall be obliged to pay the injured party amount equivalent to Five Thousand Pesos (P5,000.00) upon demand once any breach or violation of this Contract is discovered as a form of penalty.
- 8.3 The CLIENT acknowledges that it is impossible for the RMI to prevent in advance, the intrusion of any third party in the function area. The CLIENT must be immediately inform the management if there is any unauthorized person inside the party premises. The CLIENT should coordinate with the RMI in seeing to it that the guests are properly identified for security purposes and for the distribution of food items, including contracted giveaways. In order to prevent "Gate Crasher" during the function, the RMI shall strictly implement "No Invitation, No Entrance@ Policy for special functions, while wearing of the ID shall be imposed during seminars or conventions.
- 8.4 In compliance with RA 9211, "No Smoking Law" shall be strictly implemented by the RMI.
- 8.5 The RMI provides duty meals to its staff & employees. Inviting wait staff to partake of food in the buffet is discouraged, even during underflows or it may put RMI at disadvantage.
- 8.6 The person signing the contract certifies that he / she has the authority for his / her action on behalf of the organization / corporation represented.
- 8.7 Changes in details and conditions for the contract may be made only with the express written consent of the appropriate catering representative. The person signing the contract is responsible for payment and cannot assign this contract or the liability.
- 8.8 RMI shall not be held liable due to unforeseeable circumstances beyond RMI control (e.g, fortuitous events, force majeure). RMI shall have no responsibility or liability for the failure to supply any service when prevented from doing so by strikes, accidents or any cause beyond RMI control, or by orders of any governmental authority, except to return said deposit within sixty (60) days less any expenses already incurred by RMI.
- 8.9 THIS CONTRACT SHALL BE CONSIDERED BONDED AND EXECUTORY WITH THE COMPANY WHEN A FULL PAYMENT FROM THE CONTRACT PACKAGE HAS BEEN SETTLED WITH RMI AND MUST BE FULLY SIGNED BY THE CORPORATE GENERAL MANAGER AND THE EXECUTIVE VICE PRESIDENT, OTHERWISE, THE CONTRACT IS CONSIDERED NULL AND VOID.
- 8.10 THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACTING PARTY acknowledges that he/she has fully read, understand and accepted terms of the BANQUET AND CATERING AGREEMENT. Further, he/she agrees to abide all the terms and conditions stated herein.

is WITNESS HEREOF the parties have signed this Banquet Contract this _____ day of _____ 20____ at Manila, Philippines

RESTOPRENEUR MANAGEMENT INC,

Clarice Aas
Authorized Signatory Date

CONTRACTING PARTY

RAYMUND E. TORRES
Signature over Printed Name Date

Authorized Signatory

Witnesses:

NOV 23 2018

NOV 23 2018



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


Date Issued: NOV 16 2018, 2018

Kimberly Claire Acas
Authorized Representative
Restopreneur Management Inc.
Sta. Mesa, Manila


Dear Ms. Acas:

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 NPC EMPLOYEE APPRECIATION DAY amounting to TWO HUNDRED FIFTY THOUSAND PESOS ONLY (Php250,000.00), VAT inclusive, is awarded to RESTOPRENEUR MANAGEMENT INC. consistent with Republic Act No. 9184 and its Implementing Rules and Regulations.

Very truly yours,


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

Conforme:


Kimberly Claire Acas
Authorized Representative
Date: NOV 19 2018