



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 04, Series of 2018

**SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF
VENUE AND FOOD FOR THE SEMINAR ON ALTERNATIVE DISPUTE
RESOLUTION TO CENTURY PARK HOTEL**

WHEREAS, pursuant to Republic Act No. 10173 otherwise known as the Data Privacy Act of 2012, the National Privacy Commission ("*NPC*" or "*Commission*") is mandated to facilitate or enable settlement of complaints through the use of alternative dispute resolution (*ADR*) processes;

WHEREAS, as part of the Legal Division's function to assist in the *ADR* processes, there is a need to conduct a seminar for a better understanding of the basic principles of said process to publish a "Rules on Mediation" for the Commission;

WHEREAS, to attain said purpose, the purchase request (*PR*) for the Lease of Venue and Food for the Seminar on *ADR* was approved by the Head of the Procuring Entity, with Legal Division as the end-user, as per P.R. No. 2018-0153;

WHEREAS, the revised NPC FY 2018 Annual Procurement Plan includes an allocation for the Venue and Food for said seminar with an approved budget for the contract of Php45,000.00, 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 29 October 2018 to Bayview Park Hotel Manila, Hotel H2O, and Century Park 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 Century Park Hotel tendered the single calculated and responsive quotation in the amount of Twenty-Seven Thousand Five Hundred Pesos (Php27,500.00);

WHEREAS, based on the conducted market study by the end-user, the venue offered by Century Park Hotel 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 and Food for the Seminar on ADR to CENTURY PARK HOTEL in the total amount of Php27,500.00;

RESOLVED this 30th day of October 2018, at the National Privacy Commission Office, 5th Floor, West Banquet Hall, Philippine International Convention Center (PICC), PICC Delegation Building, PICC Complex, Roxas Blvd., Metro Manila 1307.

ATTEST:



MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member

On leave

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

On Leave

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

Approved by:



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

Date: 30 October 2018

ABSTRACT OF QUOTATIONS

Project Reference:		Lease of Venue and Food for the Seminar on ADR NPC-2018 Revised APP Item No. K-rev-2018-040		Approved Budget for the contract: Php45,000.00		PhilGEPS Reference No.: N/A						
No.	Qty.	Unit	Description	Supplier	Eligibility Requirements			Compliance with Technical Requirements	Bid Price	Remarks		
					Mayor's/Business Permit	Professional License	PhilGEPS Reg. Number				PCAB License (Infra)	NFCC (Infra)
1	1	lot	Lease of Venue and Food for the Seminar on ADR	BAVIEW PARK HOTEL MANILA	FAILED	N/A	FAILED	N/A	N/A	FAILED- No bid submitted	-	FAILED*
2	1	lot	Lease of Venue and Food for the Seminar on ADR	HOTEL H2O	FAILED	N/A	FAILED	N/A	N/A	FAILED- No bid submitted	-	FAILED*
3	1	lot	Lease of Venue and Food for the Seminar on ADR	CENTURY PARK HOTEL	COMPLIED	N/A	COMPLIED	N/A	N/A	COMPLIED	-	PASSED

Prepared By:

JOEL T. MACHILINGAN JR.
 BAC Secretariat, Member

Reviewed By:

ATTY. GELLE D. BALOGD
 BAC Secretariat, Head

Recommending Approval:

MONALISA G. BAUTISTA
 Budget Officer, FPMD
 BAC Member

Approved

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

Century Park Hotel

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:

Belma G. Martinez
 Director, FAO
 BAC Member

Maria Delia S. Presquito
 Chief, ASD
 BAC Vice Chairperson

Monalisa G. Bautista
 Budget Officer, FPMD
 BAC Member

Atty. Gelle D. Balogd
 BAC Secretariat, Head

Atty. Gilbert V. Santos
 Director IV, LEO
 BAC Chairperson

Note:

*The bidder failed to submit its quotation



Century Park Hotel

BANQUET CONTRACT

Account: National Privacy Commission
 Contact: Raymund E. Liboro Privacy Commissioner Booking Name: National Privacy Commission
 Address: 5/F Delegation Bldg., Philippine International Convention Center, Pasay City Lobby Posting: To be advised
 Telephone : 09458099449 Function Handled by: Venus Gomez

Date: October 31, 2018

<u>Event</u>	<u>Time</u>	<u>Guaranteed</u>	<u>Expected</u>
Please see below	8:00AM-5:00PM	25 persons	27 persons
<u>Venue</u>	<u>Set-up</u>	<u>Room-Rental-Fee</u>	
Corregidor A	Please see below	Complimentary	

October 31, 2018

AM Snack w/ coffee or tea
 Set Lunch w/ coffee or tea
 PM Snack w/ coffee or tea
Serving Time & Menu: To be Advised

Net Price Per Person
Php 1,100.00 net per person

BEVERAGE ARRANGEMENT:

Individual Charge. All orders on personal account. Cash and carry basis

Amenities:

- Complimentary use of venue for a minimum guaranteed person
- Complimentary use of Projection Screen (subject to availability)
- Microphone for the aisle
- PA System / Tape Deck / CD Player
- Podium / Rostrum with microphone

BILLING INSTRUCTIONS:

Total Revenue: Php 27,500.00 net
 Full payment of Php 27,500.00 to be settled after the event through Send Bill.
 All excess and incidental charges to be settled after the event through Send Bill.
 CA#: tba

Century Park Hotel:

National Privacy Commission:

DIRECTOR OF SALES: NELLWYN LEUNG

PATRON: RAYMUND E. LIBORO

OCT 30 2018

599 P. Ocampo St. 1004 Malate, Manila, P.O. Box 117 CPO 1099 Manila, Philippines

Tel: No (632) 528-8888 • Fax 528-1811 to 12 • E-Mail: information@centurypark.com.ph • www.centurypark.com



Century Park Hotel

CONTRACT PROVISIONS:

The PATRON confirms to pay for the **minimum guaranteed number of 25 person on October 31, 2018 (please refer previous page):**

1. The HOTEL shall charge the PATRON for the guaranteed number OR actual number of persons whichever is higher. The HOTEL will set-up facilities for 10% (maximum of 27 persons) in excess of the guaranteed number of persons.
2. No reduction in the number of guaranteed covers shall be allowed by the HOTEL after signing the contract. Any increase in the number of guaranteed covers should be made not later than 48 hours.
3. All food and beverage items shall be exclusively purchased from the CENTURY PARK HOTEL. PATRON is not permitted to bring in food and beverage items in the hotel unless there is an agreement to the contrary.
4. Unless otherwise agreed, a 50% downpayment based on the minimum guaranteed number of guests shall be required from the PATRON upon confirmation. Full payment shall be made 3 weeks before the function and excess charges immediately after the function.
5. Payments shall be made in cash or acceptable credit cards
6. For send bill arrangement, payment to be given within 30 days upon receipt of statement of account. In case of default payment within the provided period, an interest of 1.5% per month shall be applied.
7. For cancellations, the PATRON shall pay 100% of the expected banquet revenue in case of cancellation, unless the cancellation was directly or indirectly occasioned by or through or in consequence of war, change of statutes of Philippine government, strikes, riot, and other civil disturbances, typhoons, floods, natural calamities, and other fortuitous circumstances, fire, or such other conditions and events beyond the control of the PATRON.
8. Food, beverage and incidental bills which are left unsigned by the PATRON after the function shall be forwarded for billing.
9. Any loss, damage or injury that the HOTEL and/or the HOTEL GUESTS may suffer, attributable to prohibited acts or negligent omissions of the PATRON and /or his guests during the contracted function, shall give rise to the latter's liabilities which the HOTEL/HOTEL GUESTS may recover under existing laws.
10. **GIGGLE PHOTOBOOTH** is the exclusive photo booth provider of the HOTEL. Other photo booth supplier will not be allowed.
11. The PATRON ensures that nothing shall be attached to the floors, walls, ceilings or columns of the HOTEL premises by nails, screws, pins, tapes or other means; otherwise, any damage caused shall be chargeable to the PATRON.
12. No flammable or explosive materials shall be allowed for display or use in any part of the HOTEL premises or banquet facilities. Balloons to be brought in should have non-toxic, non-flammable, inert gas and PATRON should furnish the HOTEL an original copy of safety certification from a reputable industrial company.
13. The HOTEL reserves the right to substitute similar or comparable accommodations/menu for the function in case of fortuitous events/causes beyond its control, and substitution shall be accepted by the PATRON as full compliance/performance under this Agreement.
14. The quoted rates of government tax are the rates presently applicable. They are subject to adjustment based on subsequent enactment of laws, rules, regulations and arrangements.
15. Any/all city or national permits/licenses before holding of the function covered by this Agreement shall be full responsibility of the PATRON.
16. The courts of the City of Manila shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this contract.
17. In case of any food item/s or food cart/s allowed to be brought in by the HOTEL upon request of the PATRON, the latter shall hold the HOTEL free and harmless from any illness/inconvenience that invitees of the PATRON may suffer attributable to such food item/s or food cart/s.
18. In case of any animals allowed to be brought in by the HOTEL upon request of the PATRON, the latter shall hold the HOTEL free and harmless from any claim/injury that invitees of the PATRON may suffer attributable to such animal/s. Any damage injury to the HOTEL and/or its EMPLOYEES attributable to such animal/s shall be chargeable to the patron.
19. The HOTEL will not be held liable for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statutes of the Philippine Government, strikes, riots, and other civil disturbances, typhoons, floods, natural calamities and other acts of God, fire or such other conditions and events beyond the control of the HOTEL. In the event of non-performance due to the above reasons, the HOTEL shall offer available dates to re-schedule the postponed function of the PATRON.

Century Park Hotel:

DIRECTOR OF SALES: NELLWYN LEUNG

Date:

National Privacy Commission

PATRON: RAYMUND E. LIBORO

Signature over printed name

Please affix your signature on each page of the contract

Date:



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: 30 October 2018

NELLWYN CHUA LEUNG
Director of Sales
CENTURY PARK HOTEL
599 Ocampo Street, Malate
Manila 1004 Metro Manila

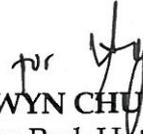
Dear Director **Leung**:

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 Seminar on Alternative Dispute Resolution amounting to TWENTY-SEVEN THOUSAND FIVE HUNDRED PESOS (Php27,500.00), VAT inclusive, is awarded to CENTURY PARK HOTEL, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


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

Conforme:


NELLWYN CHUA LEUNG
Century Park Hotel
Date: OCT 30 2018