



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 FOOD AND VENUE FOR THE NPC MID-YEAR ASSESSMENT TO HOTEL H2O**

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**WHEREAS**, the purchase request (PR) for the engagement of services for the Food and Venue for NPC Mid-Year Assessment was approved by the Head of the Procuring Entity, with the Financial Planning and Management Division (FPMD) as the end-user, as per P.R No. 2018-0090;

**WHEREAS**, the revised 2018 Annual Procurement Plan (APP) of NPC-FPMD includes an allocation for the Venue for the NPC Mid-Year Assessment amounting to Php180,000.00 with the mode of procurement as Lease of Venue;

**WHEREAS**, Section 53.10 of 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184) recognizes the use of Lease of Venue for procurement of goods not covered by Shopping under Section 52 of RA 9184 and its IRR where the amount does not exceed One Million Pesos (Php1,000,000.00);

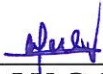
**WHEREAS**, the NPC Bids and Awards Committee (BAC) Secretariat sent RFQs thru email on July 4, 2018 to Century Park Hotel, Hotel Jen, and Hotel H2O;

**WHEREAS**, upon the deadline for submission of quotation on July 10, 2018, the NPC BAC Secretariat opened the quotations received and proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements;

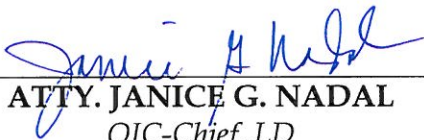
**WHEREAS**, based on the results of the evaluation, a copy of which is attached hereto as Annex "A", the NPC BAC determined that Hotel H2O tendered the Lowest Calculated and Responsive Quotation in the amount of ONE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED PESOS ONLY (Php179,600.00);


**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 Venue of NPC Mid-Year Assessment to "HOTEL H2O" in the total amount of Php179,600.00.


**RESOLVED** this 10<sup>th</sup> day of July 2018, at the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307

  
\_\_\_\_\_  
**MARILOU C. LEELIAN**  
OIC-Chief, FPMD  
BAC Member


*on leave.*  
\_\_\_\_\_  
**JOY M. LAZCANO**  
Planning Officer, FPMD  
BAC Member

  
\_\_\_\_\_  
**ATTY. JANICE G. NADAL**  
OIC-Chief, LD  
BAC Member

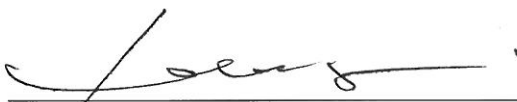
  
\_\_\_\_\_  
**MONALISA G. BAUTISTA**  
Budget Officer, FPMD  
BAC Member

  
\_\_\_\_\_  
**BELMA G. MARTINEZ**  
OIC Director, FAO  
BAC Member

*on leave.*  
\_\_\_\_\_  
**MARIA DELIA S. PRESQUITO**  
Chief, ASD  
BAC Vice-Chairman

  
\_\_\_\_\_  
**ATTY. GILBERT V. SANTOS**  
OIC-Director, LEO  
BAC Chairman

Approved by:

  
\_\_\_\_\_  
**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**

Project:		Mid-Year Assessment		Approved Budget for the contract:		180,000.00							
Reference:		2018 Revised APP Item No. K-rev.2018-035		PhilGEPS Reference No.:		N/A							
No.	Qty.	Unit	Description	Supplier	Mayor's Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	NFCC (Infra)	Income Tax Return	Omnibus Sworn Statement	Bid Price	Remarks
1	1	lot	Mid-Year Assessment	HOTEL H2O	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	N/A	179,600.00	PASSED
2	1	lot	Mid-Year Assessment	HOTEL JEN	FAILED	N/A	FAILED	N/A	N/A	N/A	N/A	213,000.00	FAILED*
3	1	lot	Mid-Year Assessment	CENTURY PARK HOTEL	FAILED	N/A	FAILED	N/A	N/A	N/A	N/A	180,000.00	FAILED**

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:

**HOTEL H2O**

Prepared By:

*[Signature]*  
**JOEL T. PAGTUINGAN JR.**  
 BAC Secretariat, Member

*[Signature]*  
**MARY GRACE E. FRANCISCO**  
 BAC Secretariat, Member

*[Signature]*  
**ATTY. JOSEFINA E. MENDOZA**  
 BAC Secretariat, Member

Reviewed by:

*[Signature]*  
**ATTY. GELLE D. BALIGOD**  
 BAC Secretariat, Head

Approved  
 Disapproved

Recommending Approval:

*[Signature]*  
**JOY M. LAZCANO**  
 Planning Officer, FPMD  
 BAC Member

*[Signature]*  
**MONALISA G. BAUTISTA**  
 Budget Officer, FPMD  
 BAC Member

*[Signature]*  
**ATTY. JANICE G. NADAL**  
 OIC-Chief, LD  
 BAC Member

*[Signature]*  
**MARILOU C. LEBLAN**  
 OIC-Chief, FPMD  
 BAC Member

*[Signature]*  
**BELMA G. MARTINEZ**  
 OIC-Director, FAO  
 BAC Member

*[Signature]*  
**MARIA DELIA S. PRESQUITO**  
 Chief, ASD  
 BAC Vice Chairperson

*[Signature]*  
**ATTY. GILBERT V. SANTOS**  
 OIC-Director, LEO  
 BAC Chairperson

Note:

\*The bidder failed to comply with the eligibility requirements and quote exceeds ABC.

\*\*The bidder failed to comply with the eligibility requirements.



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

## NOTICE OF AWARD

Date Issued: JULY 10, 2018

**MS. KRISTINE MENDOZA**

*Sales Account Manager*

HOTEL H2O

Manila Ocean Park Complex

Behind Quirino Grandstand, Luneta,

Manila, Philippines 1000

**Dear Ms. Mendoza:**

Please be advised that upon the recommendation of the NPC Bids and Awards Committee the contract for Lease of Venue for the NPC Mid-Year Assessment in the amount of ONE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED PESOS ONLY (Php179,600.00), VAT inclusive, is awarded to HOTEL H2O consistent with Republic Act No. 9184 and its Implementing Rules and Regulations.

Very truly yours,

**RAYMUND E. LIBORO**

Privacy Commissioner and Chairman

Conforme:

**Ms. Kristine Mendoza**

Hotel H2O

Date: 7/10/18

LETTER OF AGREEMENT BETWEEN HOTEL H2O AND  
NATIONAL PRIVACY COMMISSION

**Kristine Vi M. Mendoza**  
Sales Account Manager  
**Hotel H2O**  
Behind Luneta Grandstand  
Manila, Philippines  
Phone: +63917 553 5279  
Email:k.mendoza@hotelh2o.com

**CHAIRMAN RAYMUND E. LIBORO**  
Privacy Commissioner  
**NATIONAL PRIVACY COMMISSION**  
5<sup>th</sup> Floor, East Banquet Hall, PICC  
Delegation Bldg, Roxas Blvd, Pasay City

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**ACCOMMODATION DATES:**  
**NATIONAL PRIVACY COMMISSION**  
12<sup>th</sup>-13<sup>th</sup> July 2018

**NATIONAL PRIVACY COMMISSION** and **Hotel H2O** agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties.

However, until Tuesday, 10<sup>th</sup> July 2018 (not later than 1400H), unless both parties have agreed upon and fully executed this Contract, should another group request the dates and be in a position to sign an agreement immediately with Hotel, we will advise Group, and Group will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another group or individuals.

**If this Contract is not fully executed by Tuesday, 10<sup>th</sup> July 2018 (1400H), the room block may be automatically released.**

**GUESTROOM DETAILS**

This Contract applies to the following blocking of guestrooms:

ROOM TYPES	Thursday, 12 <sup>th</sup> July 2018	Friday, 13 <sup>th</sup> July 2018
ROH (Triple Sharing)	10	Check-out
ROH (Twin Sharing)	7	Check-out
ROH (Single Occupancy)	3	Check-out

**MINIMUM ROOMNIGHT GUARANTEED/COMMITMENT: 20 room nights**

**CUT-OFF DATE**

The "cut-off date" for accepting reservations into this guest room block is Tuesday, 10<sup>th</sup> July 2018 (1700H). Reservation requests received after 1200H local time at Hotel on the cut-off date will be accepted at Hotel's prevailing rate, based on room availability. Failure to reserve guestrooms before the cut-off date will not impact the enforceability of the Attrition or Cancellation clauses.

**RATES**

Hotel is pleased to confirm the following special **nett, non-commissionable** guestroom rates:

Manila Ocean Park Complex  
Behind Quirino Grandstand,  
Luneta, Manila,  
Philippines 1000

T +63 2 238 6100  
F +63 2 238 6175

E inquiry@hotelh2o.com  
W www.hotelh2o.com





**Inclusions:**

- Accommodation based on Occupancy
- Buffet Breakfast at Makan Makan
- Complimentary bottled water
- High Speed Wifi In-room internet access
- Local Calls

Check-in time: 2:00 PM  
Check-out time: 12:00 PM

**Room rates are quoted inclusive of 10% service charge and 12% taxes.**

**EARLY DEPARTURE FEE**

In the event that a guest who has reserved a guest room within Group's guest room block checks out prior to the guest's reserved checkout date, an early departure fee of PHP 5,000.00 nett will be charged to that guest's individual account. Guests wishing to avoid this fee must advise Hotel on or before check-in of any change in the scheduled length of stay. Hotel will inform members of Group of this fee upon check-in. Hotel will deduct any early departure fees that are collected by the Hotel from any amount Group may owe as guest room attrition.

**APPLICABLE NET RATES**

Group room rates are nett and are non-commissionable.

**DISCLOSURE**

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., resort charges, service charges, etc] that will be charged to them by the Hotel under this Contract and the early departure fee that may be charged to them under this Contract. Group agrees that it will also have sole responsibility for determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Hotel or China Oceanis Philippines Inc. or its affiliates, including that a portion of Group's room rates are being paid to you as a commission or rebate or that you have received or may receive any other benefits from Hotel or China Oceanis Philippines Inc. or its affiliates.

**CHARGES FOR ADDITIONAL SERVICES**

Hotel provides a variety of facilities and services not specifically described in this Contract, which are available to groups and individuals at additional charge. A list of Hotel's current pricing for these facilities and services is attached to this Contract, or is available to individual guests upon request. Prices are subject to change.

**ROOM AND SPACE BLOCK REVIEW**

Group and Hotel agree to review the room and space commitment on or before Thursday, 21<sup>st</sup> June 2018 on this date, the parties will evaluate the room and space commitments. Based on such evaluation, if the parties mutually agree to any adjustments to the guestroom and space block, as well as corresponding changes to Group's meeting and function space block, or to the guestroom and food and beverage attrition amounts set forth in the Attrition clauses below, such changes to the Contract shall be confirmed in writing and signed by both parties.

**CONTENT**

To the extent that Group provides any content to Hotel, including promotional brochures, flyers, logos, pictures, music and meeting schedules (collectively, the "Content") for any reason, including for distribution at the meeting or for inclusion on a H2O Groups website, Group hereby warrants that it has all rights, permissions, and licenses necessary to provide the Content to Hotel for its intended use. Group further warrants that it has all rights, permissions, and licenses necessary to display or perform all Content used by Group at its event.

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W: [www.hotelh2o.com](http://www.hotelh2o.com)



### **GROUP DATA**

To the extent Group provides any information to Hotel, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Group Data") for any reason, Group hereby represents, warrants and covenants that, prior to providing Hotel with the Group Data, Group shall have obtained all rights and permissions necessary to (i) provide the Group Data to Hotel, (ii) transfer the Group Data to locations both within and outside the point of collection, including to the Philippines, and (iii) grant to Hotel the right to use or release the Group Data to China Oceanis Philippines Inc. ("COPI"), COPI's affiliates, and other entities and locations within the COPI reservation, sales and catering, and database management systems for lawful COPI related business purposes, including to confirm reservations and to provide stay related communications, and to provide access to third parties retained to provide services required or requested by Group, including Contracted Vendors.

### **ROOM AND RELATED CHARGES**

Guests shall be responsible for other incurred charges other than those stipulated in this Contract and must be settled upon checkout, unless signed by the Authorized signatory.

### **GUESTROOM INCIDENTAL DEPOSIT**

Waived incidental deposit, **NATIONAL PRIVACY COMMISSION** will vouch for it provided with a LOA. Guest shall be charged incidentals through cash/credit card.

### **BILLING ARRANGEMENTS**

A master account will be set up for Group covering its charges (the "Master Account"). The estimated amount of the Master Account must be paid in advance [in accordance with the deposit schedule set forth below] unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel's normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival, including any estimated Attrition fees. Group shall review all charges billed to the Master Account to ensure accurate billing.

We request that you advise Hotel of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, the Credit Card must be provided to Hotel no later than the first day of the event, and all Master Account charges will be charged at departure. Any amounts not paid at departure will accrue interest at the rate of 1 ½% per month from the date of departure.

Payment of all direct billing must be made within seven (7) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from the date of departure.

### **CREDIT CARD BILLING**


Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions.

Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

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**Inclusions:**

- Use of venue for minimum guaranteed persons
- Registration table setup
- Rostrum with microphone
- Latest audio and sound equipment
- Complimentary use of LCD Projector
- Projector screen
- Provision of the following conference amenities
- Wireless internet connectivity (on selected areas)
- Free Flowing Coffee

FULL payment amounting of **PHP179,600.00nett** (room accommodation and banquet charges) will be settled thru **SEND BILL arrangement** at a minimum of 15 days and maximum of (30) days upon receiving the Billing Statement. All incidental charges will be settled thru send bill as well.

Other incidentals duly signed by the Authorized signatory **MUST** be settled by **NATIONAL PRIVACY COMMISSION** through send bill arrangement. **NATIONAL PRIVACY COMMISSION** must provide a Letter of Authorization stating that they will vouch the entire incidental deposits incurred during the event and incidental charges all of their guests thru personal account.

**OTHER REQUIREMENTS**

Parking Rate

- a. Overnight parking will be validated by Front Office, 1 parking space per room
- b. Valet Service – will be paid thru personal account.

**FOOD AND BEVERAGE POLICIES**

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property will be supplied and prepared by Hotel outlets. All food and beverage prices are subject to a 6% mandatory service charge and applicable taxes.

**SECURITY**

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property. Group may elect to retain security personnel to safeguard personal property in the meeting and function space. In addition, depending upon the nature of your event, Hotel reserves the right based on its reasonable judgment to require Group to retain security personnel in order to safeguard guests or property in Hotel. Any security personnel retained by Group must be at its own expense and from a licensed security company that meets the minimum standards established by Hotel, including insurance and indemnification requirements, and at all times remains subject to Hotel's advance approval. Security personnel are not authorized to carry firearms without advance Hotel approval.

**RELOCATION CLAUSE**

In the event any member of your Group with a guaranteed guest room reservation cannot be accommodated by Hotel, Hotel will provide the following:

1. Accommodation at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One five (5) minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
4. Offer to relocate displaced guest back to the first available guest room.

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5. Upon return to Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.
6. Credit to Group for any guests displaced toward its guest room block pick up for purposes of this Contract and for calculation of Group complimentary guest room credit.

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#### **ATTRITION AND CANCELLATION POLICIES**

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

#### **GUEST ROOM ATTRITION**

Group agrees to provide a minimum peso amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart (or the number of guest room nights as adjusted pursuant to the Room and Space Block Review clause, if any) times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue, if Group achieves at least 90% of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel's losses an amount equal to the difference between 80% of the Minimum Revenue and the actual guest room revenue achieved by Group (the "Attrition Damages"). All applicable taxes on the Attrition Damages will be paid by Group.

#### **GUEST ROOM ATTRITION RESALE CREDIT**

Any Attrition Damages due pursuant to the **GUEST ROOM ATTRITION** clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel.

Because it is impossible to accurately determine what guest rooms are resold and at what rate, the parties agree that "resold" rooms will be calculated as follows: The resale revenue credited to Attrition Damages will be equal to Hotel's average daily rate for each day that guest rooms are resold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Attrition Damages owed will be reduced by the average daily rate times twenty (20).

#### **CANCELLATION**

Hotel estimates that the Minimum Revenue it will receive from this event (including previous Outstanding balance) if it is held as agreed pursuant to this Contract is as follows:

**Room & Banquet Charges** : **Php 179,600.00 nett**

**Total Estimated Revenue** : **Php 179,600.00 nett**

Manila Ocean Park Complex  
Behind Quirino Grandstand,  
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Philippines 1000

If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the **FORCE MAJEURE** clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

Upon signing of the contract **100%**

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If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth

E inquiry@hotelh2o.com  
W www.hotelh2o.com



*Handwritten signature and initials*



above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale, therefore the reductions applicable in the **GUEST ROOM ATTRITION** and **GUEST ROOM ATTRITION RESALE CREDIT** clauses will not apply in the event of a cancellation.

#### **FORCE MAJEURE**

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Hotel to provide the facilities and/or services for Group's event or meeting. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

#### **INDEMNIFICATION**

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

#### **MAGNA CARTA FOR DISABLED PERSONS**

Group and Hotel shall each be responsible for compliance with the public accommodation requirements of the Magna Carta for Disabled persons and any applicable laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by Group on behalf of its disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that Group gives reasonable advance written notice to Hotel of such needs.

During its use of Hotel, Group shall be responsible for providing its disabled members with auxiliary aids and services or modifications of Group rules or policies in connection with any Group program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by Group, other than those types and quantities typically maintained by Hotel.

#### **LIMITATION ON PUNITIVE DAMAGES**

The parties hereby agree that neither party shall be liable for any punitive damages.

#### **DISPUTE RESOLUTION**

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the Philippine Law and city in which Hotel is located. The law of the City in which Hotel is located will be the governing law. The arbitration award will be enforceable in any municipal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

#### **COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES**

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the Philippine Government.

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**ASSIGNMENT**

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

**NOTICE**

Any notice required or permitted by the terms of this Contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

**WAIVER**

If either party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce any other terms of this Contract.

**SEVERABILITY**

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

**SIGNATURE**

This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in a writing signed by Hotel and Group. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.

The undersigned represent that they are authorized to sign and enter into this Contract.

In the event this Contract is executed by a third party on behalf of Group, the attached Joinder and Consent to Contract must be executed by Group. If such Joinder is not received by Hotel within thirty (30) days after the date set forth on the first page of this Contract, Hotel shall have the option to terminate this Contract by giving written notice to you and all applicable cancellation and related fees shall be paid by you to Hotel within fifteen (15) days thereafter.

**ACCEPTED AND AGREED TO:**

For and In behalf of HOTEL H2O



**KRISTINE VI M. MENDOZA**  
Sales Account Manager

**CONFORME:**

**NATIONAL PRIVACY COMMISSION**



**CHAIRMAN RAYMUND E. LIBORO**  
Privacy Commissioner

**APPROVED BY**



**CATHERINE DELA PEÑA**  
Director, Sales & Marketing

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F +63 2 238 6175

E [inquiry@hotelh2o.com](mailto:inquiry@hotelh2o.com)  
W [www.hotelh2o.com](http://www.hotelh2o.com)



**FRESH**  
**FLUID**  
**FORWARD**  
**LOOKING**



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

ERMS No. FPMD-18-0047v

**SUBJECT:** MATRIX RE: 2018 NPC MID-YEAR <sup>PERFORMANCE</sup> REVIEW & ASSESSMENT

DATE & TIME	FROM	TO	REMARKS	SIGNATURE
7-9-2018 / 4:15pm	FPMD	ASD c/o Jodi P.	For reference only. T.Y.	

Legend: OPC – Pink      PIAD – Yellow      DASCO – Blue      LEO – Green      FAO – Orange      PPO - Lavender

## VENUE FOR THE 2018 NPC MID-YEAR PERFORMANCE REVIEW AND ASSESSMENT

July 12-13, 2018

ABC for Lease of Venue – One Hundred Eighty Thousand Pesos (Php180,000) only

	Century Park Hotel	Hotel Jen	Hotel H2O
<b>I. Technical Requirements</b>			
The service provider should be able to provide venue, facilities, and meals with the following specifications:			
<b>General</b>			
1. Date of event: July 12-13, 2018 (July 12 – half day, July 13 – whole day)	✓	✓	✓
- 1 <sup>st</sup> day, July 12, 2018, 12:00 PM to 6:00 PM	✓	✓	✓
- 2 <sup>nd</sup> day, July 13, 2018, 8:00 AM to 5:00 PM	✓	✓	✓
2. An accessible place located in NCR	✓	✓	✓
3. Could accommodate a maximum of 50 pax	✓	✓	✓
4. Rates should be inclusive of all government taxes and service charges.	✓	✓	✓
5. Service provider must be PHILGEPS accredited.	✓	✓	✓
<b>Room accommodations, July 12, 2018 (airconditioned rooms)</b>			
Room Rates	no details	Deluxe room- Php4,500 nett per night (Single/Twin Room)	ROH (Based on availability - Php3,550 nett per night)

Buffet Breakfast	✓	✓	✓	✓
1. Rooms consist of <b>3</b> single room, <b>4</b> twin, <b>8</b> quadruple	✓		can accommodate 43 persons; no quadruple rooms available	can accommodate 43 persons; no quadruple rooms available
2. With desk, chairs and accessible power outlets	no details		no details	✓
3. Wardrobe cabinets and hangers				✓
4. Complimentary coffee/tea	✓		✓	✓
5. Complimentary bottle water	no details		no details	✓
6. Toilet and bath with toiletries				✓
7. Bath towels, pillows and linens				✓
8. Hot and Cold shower				✓
9. Wi-Fi accessibility				✓
10. Television				✓
<b>Function Room</b>				
Function room rates (50 pax)	no details		1st day - Php1,000 2nd Day -Php1,200	1st day - Php1,200 2nd day -Php830
1. Air-conditioned function room that can accommodate fifty (50) participants	✓		✓	✓
2. Free use of workshop equipment such as projector screen, two (2) whiteboards, six (6) markers and erasers, four microphones, and sound system;	Complimentary use of projector screen (subject to availability); whiteboards, markers and erasers and microphones (not specified in the quotation)		✓	✓

3.	No additional charge for electricity for use of laptop, printers and personal gadgets	waived electrical charges for the first two (2) equipment	no details	waived as per advised of Hotel H20
4.	Seminar and workshop supplies, i.e. note pads and pencils	✓	✓	✓
5.	With complimentary parking slots for service vehicles	no details	10% based on the confirmed attendance, in excess P60 net per ticket	10 complimentary car pass as per advised of Hotel H20
6.	Wi-Fi access during the workshop	✓	✓	✓
7.	Free flowing coffee and tea during function	✓	✓	✓
<b>Meals</b>				
<b>Date:</b> July 12-13, 2018				
<b>Number of attendees:</b> 50 participants				
<b>Food:</b>				
.	One and half day meal (1 <sup>st</sup> Day - Lunch, PM Snacks and Dinner; 2 <sup>nd</sup> Day: Breakfast, Lunch, AM and PM Snacks)	✓	✓	✓
.	Buffet style for meals	✓	✓	✓
.	Free flowing coffee and tea	✓	✓	✓
.	Meals are in managed buffet	✓	✓	✓
-	Meals include 2 viands, meat and fish, with vegetable, soup, dessert rice and juice	✓	✓	✓
-	Snack: Pasta or Sandwich with juice/iced tea	✓	✓	✓
<b>Total Rooms and Banquets</b>		<b>Php180,000 nett</b>	<b>Php213,000++</b>	<b>Php179,600 nett</b>

**PROPOSAL**

Thursday, 5 July 2018

**Ms Marilou C. Leelian**  
**OIC-FPMD**  
**National Privacy Commission**  
[marilyn.ubay@privacy.gov.ph](mailto:marilyn.ubay@privacy.gov.ph)

**Re: Live – In July 12-13, 2018**

**FRESH**  
**FLUID**  
**FORWARD**  
**LOOKING**

Dear Ms Marilou Leelian,

*Hotel H2O*, situated in the historical Luneta, Manila, offers limitless discoveries with exceptional hotel accommodations, facilities and services that are sure to exceed the needs and wants of your discerning guests whether on leisure or business. Enjoy direct access to *Manila Ocean Park* and be mesmerized by the beauty of the water world, *Makan Makan Asian Food Village* the hotels main Food and Beverage restaurant offering an assortment of cuisines, pampering *Zenyu Eco Spa* programs and shop within the same complex.

We are pleased to submit our proposal for your banquet requirement.

**I) MEETING ROOM REQUIREMENT**

Event Date	Function Room	No. Of Pax	Meals	Rate per pax	Total Package Amount
July 12, 2018	Marina VIP	50 pax	Buffet Lunch + PM Snacks + Buffet Dinner	PHP 1,200.00 nett	PHP 60,000.00
July 13, 2018	Pacific Ballroom	50 pax	AM Snacks + Buffet Lunch + PM Snacks	PHP 830.00 nett	PHP 41,500.00
<b>TOTAL</b>					<b>PHP 101,500.00nett</b>
<b>TOTAL ROOMS AND BANQUETS</b>					<b>PHP 179,600.00nett</b>

**Package Inclusions:**

- Use of venue for minimum guaranteed persons
- Registration table setup
- Rostrum with microphone
- Latest audio and sound equipment
- **Complimentary use of LCD Projector and Projector screen**
- Provision of the following conference amenities
- Pads and pencils
- Flipchart paper with stand
- Whiteboard, marker and eraser
- Free-flowing coffee and hot tea
- Wireless internet connectivity (on selected areas)

Manila Ocean Park Complex,  
 Behind Quirino Grandstand,  
 Luneta, Manila,  
 Philippines 1000

T: +63 2 238 6100  
 F: +63 2 238 6175

E: [inquiry@hotelh2o.com](mailto:inquiry@hotelh2o.com)  
 W: [www.hotelh2o.com](http://www.hotelh2o.com)





## i) ROOM REQUIREMENT TWIN SHARING – WITH BUFFET BREAKFAST

ROOM TYPE	TWIN SHARING	DURATION OF STAY
<b>ROH</b> (Based on availability)	PHP 3,550.00 nett/room/night	July 12-13, 2018

**FRESH**  
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**Room Inclusions:**

- Accommodation based on Occupancy
- **Buffet Breakfast at Makan-Makan Asian Food Village Restaurant**
- High Speed Wi-Fi In-room internet access
- Local Calls
- English Newspaper
- Use of the Fitness Centre and outdoor jet-pool
- 37-inch LCD television in the regular rooms and 40-inch LCD televisions in the Suites
- Laptop friendly electronic personal safe
- Coffee and tea making facilities
- Electronic Card room access

**PAYMENT TERMS AND CONDITIONS****CUT OFF DATE TO CONFIRM:**

All **non-guaranteed room** reservations shall be released are subject to availability. Should your guest with guaranteed reservation not arrive on the scheduled date of arrival, the entire duration of stay shall be charged and will be levied as No-Show charge. Space for subsequent nights will be released for resale.

Thank you and we look forward to welcome you at Hotel H2O!

Be well,

**Nathan Dela Cruz**  
**Sales and Marketing Coordinator**  
**Hotel H2O**  
[n.delacruz@hotelh2o.com](mailto:n.delacruz@hotelh2o.com)  
(02) 238-6100 local 6178

Conforme

**Ms Marilou Leelian**  
National Privacy Commission

Manila Ocean Park Complex,  
Behind Quirino Grandstand,  
Luneta, Manila,  
Philippines 1000

T: +63 2 238 6100  
F: +63 2 238 6175

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REPUBLIC OF THE PHILIPPINES  
 CITY OF MANILA  
 OFFICE OF THE MAYOR  
 BUREAU OF PERMITS

# BUSINESS PERMIT

*This certifies that*

BIRN: 117-00-2006-0904877  
 Date: 07/01/2018  
 Permit No.: 2018027145

CHINA OCEANIS PHILIPPINES INC

CHINA OCEANIS PHILIPPINES INC

ADDRESS: THE BOARDWALK QUIRINO GRANDSTAND LUNETTA PARK, ERMITA, 072, BGY 666, Manila

TELEPHONE NOS: NO. OF EMPLOYEES: 350 NATIONALITY:

has been granted PERMIT to operate the following business/es pursuant to the REVENUE CODE of the City of Manila and after payments of taxes, fees and other regulatory charges and subject to the compliance of such other pertinent laws, ordinances and related administrative regulations.

KIND OF BUSINESS	PERMIT FEES	REMARKS
R 0604 RETAIL GEN MDSZ	6,000.00	Subject to presentation of SSS Clearance and BIR Certificate of Registration w/in 30 days from the date hereof otherwise this permit shall be considered null and void. Must Install CCTV as per Ord. No. 6173 w/in 60 days.
R 0649 RETAIL FOREIGN LIQUOR	1,000.00	
R 0650 RETAIL DOMESTIC LIQUOR	700.00	
R 0653 RETAIL FERMENTED LIQUOR	700.00	
R 070165 COLD STORAGE	1,000.00	
R 0723 HOTEL	10,000.00	
R 075910 OPERATOR OF SPECIAL INTEREST RESORT (THEME PARK)	6,000.00	
R 1101 SALE OF FOOD/SOFTDRINKS/REFRESHMENTS	6,000.00	
R 1104 RESTAURANT	6,000.00	
R 1116 Refrigerating Caser...	500.00	
R 1202 R E LESSOR	6,000.00	
R 1302 SHIPPING CTR	6,000.00	
R 2305 FIRST CLASS REST W/ LIQUOR Signboard	6,000.00	
Totals		59,000.00

FAILURE TO COMPLY WITH THE TERMS & CONDITIONS WRITTEN AT THE BACK HEREOF SHALL CAUSE THE IMMEDIATE REVOCATION OF THIS PERMIT.

**SUBJECT TO INSPECTION**



Republic of the Philippines  
Department of Budget and Management  
**PROCUREMENT SERVICE**

**CERTIFICATE OF PHILGEPS REGISTRATION  
(Platinum Membership)**

*THIS IS TO CERTIFY THAT*

**CHINA OCEANIS PHILIPPINES, INC.**

Luneta, Manila

Manila Metro Manila

*is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 28-Aug-2013 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that CHINA OCEANIS PHILIPPINES, INC. has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

*This Certificate is valid until 27-Feb-2019.*

Issued this 27th day of February, 2018.

  
**ROSAMARIA M. CLEMENTE**  
OIC, Deputy Executive Director V

Documentary Stamp Tax Paid Php 30.00

PhilGEPS Registration No: 2013-105809  
Certificate Reference No: 2018017886

## REMINDERS <sup>1</sup>

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

**PhilGEPS Registration No: 2013-105809**  
**Certificate Reference No: 2018017886**

<sup>1</sup> Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry

# List of Eligibility Documents

of  
**CHINA OCEANIS PHILIPPINES, INC.**

Luneta, Manila

Manila Metro Manila

<b>SEC Certificate</b>	Registration Date : 13-Aug-2005 SEC Certificate Number : cs200507760
<b>Mayor's Permit</b>	Expiration Date : 31-Jan-2019 Permit Number : MLA7114115 Place of Issue : City of Manila Signatory : Joseph Ejercito Estrada Issuance Date : 31-Jan-2018
<b>Tax Clearance</b>	Expiration Date : 30-Jan-2019 TCC Number : 06-033-01-30-R0076-2018 Signatory : Grace Evelyn A. Lacerna Issuance Date : 30-Jan-2018
<b>Audited Financial Statement</b>	Date of Filing : 21-Apr-2017 Current Asset : Php 70,192,556.00 Total Asset : Php 983,912,886.00 Current Liabilities : Php 67,243,864.00 Total Liabilities : Php 423,924,656.00 Name of Auditor : OCAMPO MENDOZA LEONG LIM & CO SIGGAOAT TAN SIGGAOA BIR RDO Code : 33
<b>PCAB License</b>	Expiration Date : Issued By : Issuance Date : License Number : License First Issue Date : Principal Classification : Category :



# Century Park Hotel

July 05, 2018

**MS. MARILOU C. LEEIAN**  
OIC-FPMD  
**National Privacy Commission (NPC)**  
Financial, Planning and Management Division (FPMD)  
5<sup>th</sup> Flr PICC Roxas Reclamation Area Pasay City  
Telephone: 0977-1410498  
Email : marietanguin@gmail.com

**2018 NPC Mid-Year Performance Review and Assessment Workshop**  
**July 12-13, 2018**  
**50 persons**

Dear Ms. Leelian:

Warm greetings from Century Park Hotel!

Thank you for considering Century Park Hotel as the venue for your upcoming event. In this regard, we are pleased to offer the following arrangements:

**GUESTROOM AND BANQUET PACKAGE RATES**

PACKAGE: Set Meal	
<p>Banquet Inclusions</p> <p><b>July 12, 2018</b> Set Lunch with Coffee or Tea Pm Snack with Coffee or Tea Set Dinner with Coffee or Tea</p> <p><b>July 13, 2018</b> AM Snack with Coffee or Tea Set Lunch with Coffee or Tea PM Snack with Coffee or Tea</p> <p>*All served with free-flowing Coffee or Tea</p>	<p>Room Inclusions</p> <p>Room Type: Classic Superior Room</p> <p><b>Check In: July 12, 2018</b> <b>Check-out: July 13, 2018</b></p> <p>3 Single Room 4 Twin Room 8 Quadruple Room</p> <p>*Room with Buffet Breakfast</p>
<b>ESTIMATED TOTAL-</b>	<b>= Php 180,000.00 net</b>

\*Above rates are already inclusive of 10% service charge and government tax. Any increase in the prevailing service charge and / or government tax or other taxes legislated or mandated by law would be added to the rates quoted above.

- Amenities:
- Ø Complimentary daily customized breakfast; for thirty (30) rooms and above, the hotel shall provide a designated function room as breakfast venue.
  - Ø Complimentary two (2) bottles of distilled water, replenished daily
  - Ø Coffee-and-tea-making facility in the guestroom
  - Ø Use of the fitness center and temperature-controlled swimming pool

#### CHECK-IN / CHECK-OUT

The hotel check-in time is 2:00 PM. Room assignments for early check-ins are subject to availability. Check-out time is 12:00 NN. If any room is vacated after this time, a corresponding fee to be determined by the hotel will be added to cover the late check-out, unless prior arrangements are made with hotel's management.

#### FUNCTION ROOM BLOCKING

Date	Start Time	End Time	Function	Room	Set-up	No. of Persons
July 12, 2018	12:00 AM	8:00 PM	Lunch, PM Snack, Dinner	Corregidor B	To be advised	50 persons
July 13, 2018	8:00 AM	5:00 PM	Wholeday	Corregidor B	To be advised	50 persons

#### Special Beverage Rates:

One Round of Iced Tea

Php 100.00 net per person

One Round of Iced Tea or Soft Drink

Php 150.00 net per person

Rates are Inclusive of 12 % RVAT, 1% Municipal Tax and 10% Service Charge.  
Rates are subject to change without prior notice.

For your patronage with **Century Park Hotel**, we are pleased to extend the following inclusions:

- Complimentary use of venue for a minimum guaranteed person
- Complimentary use of **Projector Screen** (subject to availability)
- Complimentary **WiFi Access (Speed will depend to the volume of participants)**
- Telephone unit with outside line for local calls
- PA System / Tape Deck / CD Player
- Podium / Rostrum with microphone
- Complimentary Notes and Pads
- Free flowing coffee or tea

#### FUNCTION ROOM RENTAL & EXCLUSIVE HOTEL PHOTO BOOTH

We are pleased to waive the room rental of the function room for a minimum number of guaranteed persons at a specified meal period. Excess charges per hour will be applied beyond the specified time of event. A fraction of an hour is considered one full hour.

**GIGGLE PHOTO BOOTH** is our exclusive photo booth provider. Special rate for 2 hours is at Php 8,000.00 net. Please note that other photo booth suppliers will not be allowed by the Hotel.

#### OPTION DATE

We will hold your function room reservation until **July 09, 2018** only. Your booking is on tentative status and will only be considered confirmed after signing and returning a copy of this letter to us not later than the above mentioned date. If no confirmation is made, reserved function rooms will be released automatically.

#### BILLING & CANCELLATION POLICY


For food and beverage arrangement, full payment should be settled before the event in cash or credit card and excess charges are to be settled right after the function in cash or credit card only. Should you require a different billing arrangement, kindly advise us in order for us to clear your request with our Credit Manager.

One-hundred percent (100%) charge will be applied based on the expected revenue should you cancel the event after signing of conforme/contract. No reduction in the number of guaranteed covers shall be allowed by the HOTEL after signing the conforme/contract. Any increase in the number of guaranteed covers should be made not later than 48 hours.

If you wish to have an ocular inspection of the facilities of the hotel, we would be happy to accommodate you at your most convenient time. Should you have other questions or concerns, please feel free to call the undersigned anytime at 528-5871 to 73, fax number 525-1818.

In the meantime, we look forward to serving you and your valued guests in the finest **Century Park Hotel** tradition!

Sincerely yours,

  
**VENUS GOMEZ**  
Sales Admin Assistant  
Century Park Hotel  
Noted By:

Conforme:

**MS. MARILOU C. LELIAN**  
OIC-FPND

  
**NELLWYN LEUNG**  
Director of Sales  
Century Park Hotel



04 July 2018



**M.S. MARILOU C. LEELIAN**  
OIC-FPMD  
Financial, Planning and Management Division  
**NATIONAL PRIVACY COMMISSION**  
5/F East Banquet Hall, PICC Delegation Bldg.  
Roxas boulevard, Pasay City  
Mobile: 0977 1410498  
Email: marietanguin@gmail.com

Dear Ms. Leelian,

**RE: PROPOSAL / WORKSHOP / 12-13 JULY 2018 / 50 PERSONS**

We are delighted that **National Privacy Commission** considering **Hotel Jen Manila** as the venue for your upcoming **2018 NPC Mid-Year Performance Review and Assessment Workshop**.

As per your specific requirements, we have outlined the following proposal for your kind consideration:

**DAILY ROOM RATE**

Room Category	Daily Room Rates (nett/room/night) Single/ Twin
Deluxe Room	Php 4,500.00 nett per night
Extra Person	Php 2,000.00 nett per person

The room rates quoted above are nett rates inclusive of 10% service charge and prevailing taxes currently at 12.85%.

**SPECIAL CONCESSIONS**

- **Inclusive of Buffet Breakfast**
- Complimentary unlimited use of Wi-Fi and broadband internet access in the room and to all Wi-Fi hot spots.
- Complimentary use of the swimming pool & Fitness Centre
- Complimentary bottle of mineral water daily in the room
- In-room safety deposit box
- Coffee/Tea Making facility

**TRANSPORTATION**

	Toyota Vios	Toyota Camry	Toyota Grandia
Airport	Php 979.00 nett/ way	Php1,255.00 nett / way	Php1,075.00 nett / way

- Rates are subject to change
- Rates are Inclusive of WI-FI and NAIA Toll Fee
- Other destinations available upon request

**FUNCTION SPACE ASSIGNMENT:**

The Hotel shall reserve the following function space.

Date	Start Time	End Time	Function	Room	Set Up	No. of Persons	Room Rental/F&B Pricing
12 July 2018	1200H	1800H	Workshop	Carlota Paz	TBA	50 Persons	<b>Php 1,000.00 nett per person</b> (Inclusive of 1 Snack and Buffet Lunch at the assigned function room.)
13 July 2018	0800H	1700H	Workshop	Carlota Paz	TBA	50 Persons	<b>Php 1,200.00 nett per person</b> (Inclusive of AM & PM Snack and Buffet Lunch at the assigned function room.)

\*Note: For a minimum guarantee of 30 persons to extend buffet and below 29 persons guarantee to extend Set/plated.

Function rooms are assigned according to the expected attendance and set up. The Hotel reserves the option to assign alternative meeting space suitable for the Group's requirements should the expected attendance change, subject to availability and prior agreement from the Organiser.

**MINIMUM GUARANTEED ATTENDANCE**

A minimum guaranteed attendance/table of **50 persons** is required to reserve a function room for the event

**MEETING PACKAGE**

The package also includes the following:

- Complimentary use of the function room from specified time
- Complimentary use of LCD screen and Projector
- Conference pads, pencils, mints
- Complimentary use of conference equipment (flipchart, whiteboard, markers, etc.)
- Continuous flowing coffee and tea
- PA system / 2 Wired Microphones
- Waived electrical charges for the first two (2) equipment
- Registration Table
- Complimentary use of internet access in the function room and to all Wi-fi hot spots
- 10% discount on photocopying services
- Complimentary Car Pass (10% based on the confirmed guaranteed attendance, In excess PhP60.00 net per ticket)

**AUDIO VISUAL**

- Two (2) microphones to be arranged on complimentary basis, additional microphone is subject to charge at Php 750++ plus 10% Service Charge and 12.85% government and local tax each per day
- PA System

**OTHER CHARGES**

- LCD Projector                      Php 7,000.00 nett per unit (2000 Lumens)
- Lapel Microphone                  Php 1,000.00 nett per unit

**MISCELLANEOUS CHARGES:**

*Special Beverage Rates:*

Php 130.00 nett per glass of Iced Tea

Php 170.00 nett per glass of Softdrink, Chilled Juices or Local Beers

**SERVICE CHARGE, GOVERNMENT TAX & GST**

All applicable charges are subject to 10% service charge and 12.85% government and local tax unless it is specified as "Net" price.

**RATE CONFIDENTIALITY**

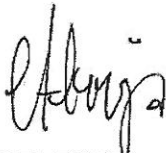
All rates are not to be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

We hope that the above meets your requirements. Please be advised that there are **NO** event spaces being blocked for your event(s) at the present stage. To allow the hotel to block the events space, we would appreciate if you could sign the conforme and return a copy via fax or mail or before **9 July 2018** to indicate your confirmation.

Ms. Leelian, I will contact you the soonest to discuss any of your comments on the proposal. We sincerely look forward to the opportunity of being of service to you on this important event. Meanwhile, should you require any further assistance, please do not hesitate to contact me anytime.

Thank you once again for your interest in **Hotel Jen Manila**.

Sincerely yours,



**ADEL BORJA**  
Events Manager  
**Hotel Jen Manila**

**MS. MARILOU C. LEELIAN**  
OIC-FPMD  
**National Privacy Commission**



Republic of the Philippines  
**NATIONAL PRIVACY COMMISSION**

ERMS No. FPMD-18-00465

**SUBJECT:** Purchase Request for the lease of Venue for the Mid-Year Performance Review + Planning Workshop

DATE & TIME	FROM	TO	REMARKS	SIGNATURE
7/6/2018	FPMD	ADMIN	For action.	
JUL 06 2018	ARO	JOEL	MOO ITEM COC	<i>[Signature]</i>
JUL 09 2018	ARO - AC	ARO - CROFF	For initial	<i>[Signature]</i>
	ASD	Dir Belma	The PR is based on the attached PPMP of FPMD.	<i>[Signature]</i>
JUL 09 2018 3:24 PM	<i>[Signature]</i> JOANA KRIS T. SABATER	BELMA		
JUL 10 2018 8:16 AM	ARO	OPC	signed.	<i>[Signature]</i> JOANA KRIS T. SABATER
JUL 10 2018	BERNADETTE NICOLE M. BACUD	DEE	FOR SIGNATURE	<i>[Signature]</i>
JUL 10 2018 4:43	FPMD	ADMIN	FOR ACTION	<i>[Signature]</i>
JUL 10 2018	ARO-NG	JOEL		<i>[Signature]</i>

Legend: OPC – Pink      PIAD – Yellow      DASCO – Blue      LEO – Green      FAO – Orange      PPO – Lavender







Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**TERMS OF REFERENCE**

**Venue for the 2018 NPC Mid-Year Performance Review and Assessment  
July 12-13, 2018**

**I. Background**

The NPC will be conducting its Mid-Year Performance Review and Assessment and planning activity workshop to measure its performance and determine its standing in the performance of its programs and mandate. The activity will also enable the divisions to revisit and update its plans, programs and strategies for the second semester in accordance with the Privacy Commissioner's directive of providing a transformative regulatory commission, stakeholders focused, systems-oriented operations, and agile governance.

**II. Objectives:**

This workshop aims to evaluate whether the 1<sup>st</sup> semester performance vis-à-vis the NPC overall annual goals are on track in terms of achieving the targets that have been sent. The key objectives of this workshop are as follows:

- Assess the Commission's first semester performance in terms of its accomplishments against its programmed PAPs;
- Determine challenges encountered in the implementation of its PAPs;
- Finalize the division Operations Plan for second semester;
- Achieve 100% Division's budget utilization (Obligations and disbursements) at the end of the year;
- Building excellent customer experiences;
- Procurement schedule of each Division for the second semester;

**III. Technical Requirements**

The service provider should be able to provide venue, facilities, and meals with the following specifications:

***General***

1. Date of event: July 12-13, 2018 (July 12 – half day, July 13 – whole day)
  - 1<sup>st</sup> day, July 12, 2018, 12:00 PM to 6:00 PM
  - 2<sup>nd</sup> day, July 13, 2018, 8:00 AM to 5:00 PM
2. An accessible place located in NCR
3. Could accommodate a maximum of **50** pax
4. Rates should be inclusive of all government taxes and service charges.
5. Service provider must be PHILGEPS accredited.



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

***Room accommodations, July 12, 2018 (airconditioned rooms)***

1. Rooms consist of **3** single room, **4** twin, **8** quadruple
2. With desk, chairs and accessible power outlets
3. Wardrobe cabinets and hangers
4. Complimentary coffee/tea
5. Complimentary bottle water
6. Toilet and bath with toiletries
7. Bath towels, pillows and linens
8. Hot and Cold shower
9. Wi-Fi accessibility
10. Television

***Function Room***

1. Air-conditioned function room that can accommodate fifty (50) participants
2. Free use of workshop equipment such as projector screen, two (2) whiteboards, six (6) markers and erasers, four microphones, and sound system;
3. No additional charge for electricity for use of laptop, printers and personal gadgets
4. Seminar and workshop supplies, i.e. note pads and pencils
5. With complimentary parking slots for service vehicles
6. Wi-Fi access during the workshop
7. Free flowing coffee and tea during function

***Meals***

**Date:** July 12-13, 2018

**Number of attendees:** 50 participants

**Food:**

- One and half day meal (1<sup>st</sup> Day - Lunch, PM Snacks and Dinner; 2<sup>nd</sup> Day: Breakfast, Lunch, AM and PM Snacks)
- Buffet style for meals
- Free flowing coffee and tea
- Meals are in managed buffet
  - Meals include 2 viands, meat and fish, with vegetable, soup, dessert rice and juice
  - Snack: Pasta or Sandwich with juice/iced tea

**IV. Approved Budget for the Contract**

**ABC for Lease of Venue** – One Hundred Eighty Thousand Pesos (Php180,000) only





Republic of the Philippines  
NATIONAL PRIVACY COMMISSION


V. Timeline of Activities and Deliverables

Procurement Activity	Target Time	Remarks
Purchase Request	July 4, 2018	*timeline for approval of HOPE
Terms of Reference	July 5, 2018	
Sending RFO	July 5, 2018	
End of submission of quotation	July 7, 2018	
Preparing Abstract	July 8, 2018	
BAC Presentation	July 9, 2018	
Awarding	July 10, 2018	

Prepared by:

  
**JOY M. LAZCANO**  
Planning Officer III

Noted by:

  
**MARILOU C. LEELIAN**  
OIC, FPMD

Approved by:

  
**BELMA G. MARTINEZ**  
Officer-In-Charge, FAO

**VENUE FOR THE 2018 NPC MID-YEAR PERFORMANCE REVIEW AND ASSESSMENT**

July 12-13, 2018

	<b>Century Park Hotel</b>	<b>Hotel Jen</b>	<b>Hotel H20</b>
<b>Room Rates</b>			
One and 1/2 half day (July 12-13)	-	103,500	78,100.00
<b>Function Room Rates</b>			
1st Day (Buffet Lunch + PM Snacks + Buffet Dinner)	-	95,500.00	60,000.00
2nd Day (AM Snacks + Buffet Lunch + PM Snacks)	-	60,000.00	41,500.00
<b>TOTAL</b>	180,000.00	<b>259,000.00</b>	<b>179,600.00</b>

**PROPOSAL**

Thursday, 5 July 2018

**Ms Marilou C. Leelian**  
**OIC-FPMD**  
**National Privacy Commission**  
[marilyn.ubay@privacy.gov.ph](mailto:marilyn.ubay@privacy.gov.ph)

**Re: Live – In July 12-13, 2018**

**FRESH**  
**FLUID**  
**FORWARD**  
**LOOKING**

Dear Ms Marilou Leelian,

*Hotel H2O*, situated in the historical Luneta, Manila, offers limitless discoveries with exceptional hotel accommodations, facilities and services that are sure to exceed the needs and wants of your discerning guests whether on leisure or business. Enjoy direct access to *Manila Ocean Park* and be mesmerized by the beauty of the water world, *Makan Makan Asian Food Village* the hotels main Food and Beverage restaurant offering an assortment of cuisines, pampering *Zenyu Eco Spa* programs and shop within the same complex.

We are pleased to submit our proposal for your banquet requirement.

**I) MEETING ROOM REQUIREMENT**

Event Date	Function Room	No. Of Pax	Meals	Rate per pax	Total Package Amount
July 12, 2018	Marina VIP	50 pax	Buffet Lunch + PM Snacks + Buffet Dinner	PHP 1,200.00 nett	PHP 60,000.00
July 13, 2018	Pacific Ballroom	50 pax	AM Snacks + Buffet Lunch + PM Snacks	PHP 830.00 nett	PHP 41,500.00
<b>TOTAL</b>					<b>PHP101,500.00nett</b>
<b>TOTAL ROOMS AND BANQUETS</b>					<b>PHP 179,600.00nett</b>

**Package Inclusions:**

- Use of venue for minimum guaranteed persons
- Registration table setup
- Rostrum with microphone
- Latest audio and sound equipment
- **Complimentary use of LCD Projector and Projector screen**
- Provision of the following conference amenities
- Pads and pencils
- Flipchart paper with stand
- Whiteboard, marker and eraser
- Free-flowing coffee and hot tea
- Wireless internet connectivity (on selected areas)

Manila Ocean Park Complex,  
 Behind Quirino Grandstand,  
 Luneta, Manila,  
 Philippines 1000

T: +63 2 238 6100  
 F: +63 2 238 6175

E: [inquiry@hotelh2o.com](mailto:inquiry@hotelh2o.com)  
 W: [www.hotelh2o.com](http://www.hotelh2o.com)



## I) ROOM REQUIREMENT TWIN SHARING – WITH BUFFET BREAKFAST

ROOM TYPE	TWIN SHARING	DURATION OF STAY
ROH (Based on availability)	PHP 3,550.00 nett/room/night	July 12-13, 2018

**FRESH**  
**FLUID**  
**FORWARD**  
**LOOKING**

**Room Inclusions:**

- Accommodation based on Occupancy
- **Buffet Breakfast at Makan-Makan Asian Food Village Restaurant**
- High Speed Wi-Fi In-room internet access
- Local Calls
- English Newspaper
- Use of the Fitness Centre and outdoor jet-pool
- 37-inch LCD television in the regular rooms and 40-inch LCD televisions in the Suites
- Laptop friendly electronic personal safe
- Coffee and tea making facilities
- Electronic Card room access

**PAYMENT TERMS AND CONDITIONS****CUT OFF DATE TO CONFIRM:**

All **non-guaranteed room** reservations shall be released are subject to availability. Should your guest with guaranteed reservation not arrive on the scheduled date of arrival, the entire duration of stay shall be charged and will be levied as No-Show charge. Space for subsequent nights will be released for resale.

Thank you and we look forward to welcome you at Hotel H2O!

Be well,

**Nathan Dela Cruz**  
Sales and Marketing Coordinator  
Hotel H2O  
[n.delacruz@hotelh2o.com](mailto:n.delacruz@hotelh2o.com)  
(02) 238-6100 local 6178

Conforme

**Ms Marilou Leelian**  
National Privacy Commission

Manila Ocean Park Complex,  
Behind Quirino Grandstand,  
Luneta, Manila,  
Philippines 1000

T: +63 2 238 6100  
F: +63 2 238 6175

E: [inquiry@hotelh2o.com](mailto:inquiry@hotelh2o.com)  
W: [www.hotelh2o.com](http://www.hotelh2o.com)





# Century Park Hotel

July 05, 2018

**MS. MARILOU C. LELIAN**  
OIC-FPMD  
**National Privacy Commission (NPC)**  
Financial, Planning and Management Division (FPMD)  
5<sup>th</sup> Flr PICC Roxas Reclamation Area Pasay City  
Telephone: 0977-1410498  
Email : marietanguin@gmail.com

**2018 NPC Mid-Year Performance Review and Assessment Workshop**  
**July 12-13, 2018**  
**50 persons**

Dear Ms. Leelian:

Warm greetings from Century Park Hotel!

Thank you for considering Century Park Hotel as the venue for your upcoming event. In this regard, we are pleased to offer the following arrangements:

**GUESTROOM AND BANQUET PACKAGE RATES**

PACKAGE: Set Meal	
<p>Banquet Inclusions</p> <p><b>July 12, 2018</b> Set Lunch with Coffee or Tea Pm Snack with Coffee or Tea Set Dinner with Coffee or Tea</p> <p><b>July 13, 2018</b> AM Snack with Coffee or Tea Set Lunch with Coffee or Tea PM Snack with Coffee or Tea</p> <p>*All served with free-flowing Coffee or Tea</p>	<p>Room Inclusions</p> <p>Room Type: Classic Superior Room</p> <p><b>Check in: July 12, 2018</b> <b>Check-out: July 13, 2018</b></p> <p>3 Single Room 4 Twin Room 8 Quadruple Room</p> <p>*Room with Buffet Breakfast</p>
<b>ESTIMATED TOTAL -</b>	<b>= Php 180,000.00 net</b>

\*Above rates are already inclusive of 10% service charge and government tax. Any increase in the prevailing service charge and / or government tax or other taxes legislated or mandated by law would be added to the rates quoted above.

- Amenities:
- Ø Complimentary daily customized breakfast; for thirty (30) rooms and above, the hotel shall provide a designated function room as breakfast venue.
  - Ø Complimentary two (2) bottles of distilled water, replenished daily
  - Ø Coffee-and-tea-making facility in the guestroom
  - Ø Use of the fitness center and temperature-controlled swimming pool

#### CHECK-IN / CHECK-OUT

The hotel check-in time is 2:00 PM. Room assignments for early check-ins are subject to availability. Check-out time is 12:00 NN. If any room is vacated after this time, a corresponding fee to be determined by the hotel will be added to cover the late check-out, unless prior arrangements are made with hotel's management.

#### FUNCTION ROOM BLOCKING

Date	Start Time	End Time	Function	Room	Set-up	No. of Persons
July 12, 2018	12:00 AM	8:00 PM	Lunch, PM Snack, Dinner	Corregidor B	To be advised	50 persons
July 13, 2018	8:00 AM	5:00 PM	Wholeday	Corregidor B	To be advised	50 persons

#### Special Beverage Rates:

One Round of Iced Tea

Php 100.00 net per person

One Round of Iced Tea or Soft Drink

Php 150.00 net per person

Rates are inclusive of 12% RVAT, 1% Municipal Tax and 10% Service Charge.  
Rates are subject to change without prior notice.

For your patronage with **Century Park Hotel**, we are pleased to extend the following inclusions:

- Complimentary use of venue for a minimum guaranteed person
- Complimentary use of **Projector Screen** (subject to availability)
- Complimentary **WiFi Access (Speed will depend to the volume of participants)**
- Telephone unit with outside line for local calls
- PA System / Tape Deck / CD Player
- Podium / Rostrum with microphone
- Complimentary Notes and Pads
- Free flowing coffee or tea

#### FUNCTION ROOM RENTAL & EXCLUSIVE HOTEL PHOTO BOOTH

We are pleased to waive the room rental of the function room for a minimum number of guaranteed persons at a specified meal period. Excess charges per hour will be applied beyond the specified time of event. A fraction of an hour is considered one full hour.

**GIGGLE PHOTO BOOTH** is our exclusive photo booth provider. Special rate for 2 hours is at Php 8,000.00 net. Please note that other photo booth suppliers will not be allowed by the Hotel.

#### OPTION DATE

We will hold your function room reservation until **July 09, 2018** only. Your booking is on tentative status and will only be considered confirmed after signing and returning a copy of this letter to us not later than the above mentioned date. If no confirmation is made, reserved function rooms will be released automatically.

**BILLING & CANCELLATION POLICY**


For food and beverage arrangement, full payment should be settled before the event in cash or credit card and excess charges are to be settled right after the function in cash or credit card only. Should you require a different billing arrangement, kindly advise us in order for us to clear your request with our Credit Manager.

One-hundred percent (100%) charge will be applied based on the expected revenue should you cancel the event after signing of conforme/contract. No reduction in the number of guaranteed covers shall be allowed by the HOTEL after signing the conforme/contract. Any increase in the number of guaranteed covers should be made not later than 48 hours.

If you wish to have an ocular inspection of the facilities of the hotel, we would be happy to accommodate you at your most convenient time. Should you have other questions or concerns, please feel free to call the undersigned anytime at 528-5871 to 73, fax number 525-1818.

In the meantime, we look forward to serving you and your valued guests in the finest **Century Park Hotel** tradition!

Sincerely yours,

  
**VENUS GOMEZ**  
Sales Admin Assistant  
Century Park Hotel  
Noted By:

Conforme:

**MS. MARILOU C. LELIAN**  
OIC-FPND

  
**NELLWYN LEUNG**  
Director of Sales  
Century Park Hotel

04 July 2018



**MS. MARILOU C. LEELIAN**  
OIC-FPMD  
Financial, Planning and Management Division  
**NATIONAL PRIVACY COMMISSION**  
5/F East Banquet Hall, PICC Delegation Bldg.  
Roxas boulevard, Pasay City  
Mobile: 0977 1410498  
Email: marietanguin@gmail.com

Dear Ms. Leelian,

**RE: PROPOSAL / WORKSHOP / 12-13 JULY 2018 / 50 PERSONS**

We are delighted that **National Privacy Commission** considering **Hotel Jen Manila** as the venue for your upcoming **2018 NPC Mid-Year Performance Review and Assessment Workshop**.

As per your specific requirements, we have outlined the following proposal for your kind consideration:

**DAILY ROOM RATE**

<b>Room Category</b>	<b>Daily Room Rates (nett/room/night) Single/ Twin</b>
Deluxe Room	Php 4,500.00 nett per night
Extra Person	Php 2,000.00 nett per person

The room rates quoted above are nett rates inclusive of 10% service charge and prevailing taxes currently at 12.85%.

**SPECIAL CONCESSIONS**

- ***Inclusive of Buffet Breakfast***
- Complimentary unlimited use of Wi-Fi and broadband internet access in the room and to all Wi-Fi hot spots.
- Complimentary use of the swimming pool & Fitness Centre
- Complimentary bottle of mineral water daily in the room
- In-room safety deposit box
- Coffee/Tea Making facility

**TRANSPORTATION**

	<b>Toyota Vios</b>	<b>Toyota Camry</b>	<b>Toyota Grandia</b>
Airport	Php 979.00 nett/ way	Php1,255.00 nett / way	Php1,075.00 nett / way

- Rates are subject to change
- Rates are Inclusive of WI-FI and NAIAX Toll Fee
- Other destinations available upon request



**FUNCTION SPACE ASSIGNMENT:**

The Hotel shall reserve the following function space.

Date	Start Time	End Time	Function	Room	Set Up	No. of Persons	Room Rental/F&B Pricing
12 July 2018	1200H	1800H	Workshop	Carlota Paz	TBA	50 Persons	<p><b>Php 1,000.00 nett per person</b> (Inclusive of 1 Snack and Buffet Lunch at the assigned function room)</p> <p>And</p> <p><b>Php 900.00 nett per person</b> (Buffet Dinner at the assigned function room)</p>
13 July 2018	0800H	1700H	Workshop	Carlota Paz	TBA	50 Persons	<p><b>Php 1,200.00 nett per person</b> (Inclusive of AM &amp; PM Snack and Buffet Lunch at the assigned function room.)</p>

\*Note: For a minimum guarantee of 30 persons to extend buffet and below 29 persons guarantee to extend Set/plated. Function rooms are assigned according to the expected attendance and set up. The Hotel reserves the option to assign alternative meeting space suitable for the Group's requirements should the expected attendance change, subject to availability and prior agreement from the Organiser.

**MINIMUM GUARANTEED ATTENDANCE**

A minimum guaranteed attendance/table of **50 persons** is required to reserve a function room for the event

**MEETING PACKAGE**

The package also includes the following:

- Complimentary use of the function room from specified time
- Complimentary use of LCD screen and Projector
- Conference pads, pencils, mints
- Complimentary use of conference equipment (flipchart, whiteboard, markers, etc.)
- Continuous flowing coffee and tea
- PA system / 2 Wired Microphones
- Waived electrical charges for the first two (2) equipment
- Registration Table
- Complimentary use of internet access in the function room and to all Wi-fi hot spots
- 10% discount on photocopying services
- Complimentary Car Pass (10% based on the confirmed guaranteed attendance, In excess PhP60.00 net per ticket)

**NATIONAL PRIVACY COMMISSION**

Workshop

12-13 July 2018

**AUDIO VISUAL**

- Two (2) microphones to be arranged on complimentary basis, additional microphone is subject to charge at Php 750++ plus 10% Service Charge and 12.85% government and local tax each per day
- PA System

**OTHER CHARGES**

- LCD Projector                      Php 7,000.00 nett per unit (2000 Lumens)
- Lapel Microphone                Php 1,000.00 nett per unit

**MISCELLANEOUS CHARGES:**

**Special Beverage Rates:**

Php 130.00 nett per glass of Iced Tea

Php 170.00 nett per glass of Softdrink, Chilled Juices or Local Beers

**SERVICE CHARGE, GOVERNMENT TAX & GST**

All applicable charges are subject to 10% service charge and 12.85% government and local tax unless it is specified as "Net" price.

**RATE CONFIDENTIALITY**


All rates are not to be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

We hope that the above meets your requirements. Please be advised that there are **NO** event spaces being blocked for your event(s) at the present stage. To allow the hotel to block the events space, we would appreciate if you could sign the conforme and return a copy via fax or mail or before **9 July 2018** to indicate your confirmation.

Ms. Leelian, I will contact you the soonest to discuss any of your comments on the proposal. We sincerely look forward to the opportunity of being of service to you on this important event. Meanwhile, should you require any further assistance, please do not hesitate to contact me anytime.

Thank you once again for your interest in **Hotel Jen Manila**.

Sincerely yours,



**ADEL BORJA**  
Events Manager  
**Hotel Jen Manila**

**MS. MARILOU C. LEELIAN**  
OIC-FPMD  
**National Privacy Commission**

**PROJECT PROCUREMENT MANAGEMENT PLAN (PPMP)**

Revised as of June 28, 2018

END-USER/UNIT : Financial, Planning and Management Division  
 Charged to GAA

Quality Management Program

CODE	GENERAL DESCRIPTION	QUANTITY/ SIZE	ESTIMATED BUDGET	Mode of Procurement	SCHEDULE/MILESTONE OF ACTIVITIES												
					Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	
	Travel (2 local travels per employee per sem)	20	181,403.00	Agency to agency / Non-procurable		56,942.00	461.00					20,000.00	20,000.00	20,000.00	20,000.00	24,000.00	20,000.00
	Training	24	80,480.00	Non-procurable		16,000.00		4,480.00				10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	Representation for Various meetings/budget hearings and conferences	12	43,231.00	Non-procurable	3,000.00	3,395.25	2,362.75			4,473.00		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	Supplies and materials	12	23,164.00	Non-procurable	2,000.00			3,164.00				3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	<b>Writing, Designing &amp; Printing of NFC Annual Report for CY 2017</b>																
*	Printing services: Annual report CY 2017 (offset printing)	200	66,000.00	Small Value			66,000.00										
	<b>Mid-Year Assessment</b>																
	Food and venue		180,000.00	Small Value								180,000.00					
	Various supplies and materials		5,000.00	Small Value								5,000.00					
	<b>Planning</b>																
	<b>Budget Planning for FY 2019</b>																
	Food and venue (Planning)		42,550.00	Small Value			42,550.00										
	<b>Strategic Planning for FY 2019</b>																
	Professional Services		70,000.00	Small Value													
	Food (Pre-planning)		10,000.00	Non-procurable									10,000.00				
	Food and venue (Planning)		300,000.00	Small Value													
	Transportation (Planning)		30,000.00	Small Value													
	Contingency		5,000.00	Non-procurable													
	Customized Planner with pen & sticky notes (tokens)		10,000.00	Small Value													
	<b>Quality Management Program</b>																
	<b>Quality Management System Certification</b>																
	Professional Fee (Seminars, workshops & consultancy)		600,000.00	Small Value													
	Office Supplies (Desk tray organizer)		50,000.00	Small Value													
	Other supplies and materials		5,000.00	Non-procurable													
	Food and venue		150,000.00	Small Value													
	Phase 1:																
	2 Live-out seminars/workshops (good for 2 days)	70 pax	300,000.00	Small Value													
	2 In-house training/consultation	70 pax	30,000.00	Non-procurable													
	Phase 2:																
	1 Live-out seminars/workshops (good for 1 day)	35 pax	35,000.00	Small Value													
	3 In-house training/consultation	35 pax	22,500.00	Non-procurable													

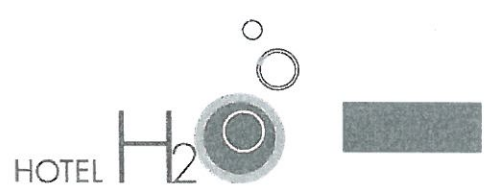
NATIONAL PRIVACY COMMISSION  
 Administrative Services Division

**RECEIVED**

BY: \_\_\_\_\_  
 DATE: JUL 04 2018

X





LETTER OF AGREEMENT BETWEEN HOTEL H2O AND  
NATIONAL PRIVACY COMMISSION

**Kristine Vi M. Mendoza**  
Sales Account Manager  
**Hotel H2O**  
Behind Luneta Grandstand  
Manila, Philippines  
Phone: +63917 553 5279  
Email:k.mendoza@hotelh2o.com

**CHAIRMAN RAYMUND E. LIBORO**  
Privacy Commissioner  
**NATIONAL PRIVACY COMMISSION**  
5<sup>th</sup> Floor, East Banquet Hall, PICC  
Delegation Bldg, Roxas Blvd, Pasay City

**FRESH**  
**FLUID**  
**FORWARD**  
**LOOKING**

**ACCOMMODATION DATES:**  
**NATIONAL PRIVACY COMMISSION**  
12<sup>th</sup>-13<sup>th</sup> July 2018

**NATIONAL PRIVACY COMMISSION** and **Hotel H2O** agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties.

However, until Tuesday, 10<sup>th</sup> July 2018 (not later than 1400H), unless both parties have agreed upon and fully executed this Contract, should another group request the dates and be in a position to sign an agreement immediately with Hotel, we will advise Group, and Group will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another group or individuals.

**If this Contract is not fully executed by Tuesday, 10<sup>th</sup> July 2018 (1400H), the room block may be automatically released.**

**GUESTROOM DETAILS**

This Contract applies to the following blocking of guestrooms:

ROOM TYPES	Thursday, 12 <sup>th</sup> July 2018	Friday, 13 <sup>th</sup> July 2018
ROH (Triple Sharing)	10	Check-out
ROH (Twin Sharing)	7	Check-out
ROH (Single Occupancy)	3	Check-out

**MINIMUM ROOMNIGHT GUARANTEED/COMMITMENT: 20 room nights**

**CUT-OFF DATE**

The "cut-off date" for accepting reservations into this guest room block is Tuesday, 10<sup>th</sup> July 2018 (1700H). Reservation requests received after 1200H local time at Hotel on the cut-off date will be accepted at Hotel's prevailing rate, based on room availability. Failure to reserve guestrooms before the cut-off date will not impact the enforceability of the Attrition or Cancellation clauses.

**RATES**

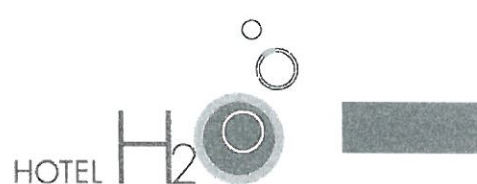
Hotel is pleased to confirm the following special **nett, non-commissionable** guestroom rates:

Manila Ocean Park Complex  
Behind Quirino Grandstand,  
Luneta, Manila,  
Philippines 1000

T: +63 2 238 6100  
F: +63 2 238 6175

E: [inquiry@hotelh2o.com](mailto:inquiry@hotelh2o.com)  
W: [www.hotelh2o.com](http://www.hotelh2o.com)





**Inclusions:**

- Accommodation based on Occupancy
- Buffet Breakfast at Makan Makan
- Complimentary bottled water
- High Speed Wifi In-room internet access
- Local Calls

Check-in time: 2:00 PM  
Check-out time: 12:00 PM

**Room rates are quoted inclusive of 10% service charge and 12% taxes.**

**EARLY DEPARTURE FEE**

In the event that a guest who has reserved a guest room within Group's guest room block checks out prior to the guest's reserved checkout date, an early departure fee of PHP 5,000.00 nett will be charged to that guest's individual account. Guests wishing to avoid this fee must advise Hotel on or before check-in of any change in the scheduled length of stay. Hotel will inform members of Group of this fee upon check-in. Hotel will deduct any early departure fees that are collected by the Hotel from any amount Group may owe as guest room attrition.

**APPLICABLE NET RATES**

Group room rates are nett and are non-commissionable.

**DISCLOSURE**

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., resort charges, service charges, etc] that will be charged to them by the Hotel under this Contract and the early departure fee that may be charged to them under this Contract. Group agrees that it will also have sole responsibility for determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Hotel or China Oceanis Philippines Inc. or its affiliates, including that a portion of Group's room rates are being paid to you as a commission or rebate or that you have received or may receive any other benefits from Hotel or China Oceanis Philippines Inc. or its affiliates.

**CHARGES FOR ADDITIONAL SERVICES**

Hotel provides a variety of facilities and services not specifically described in this Contract, which are available to groups and individuals at additional charge. A list of Hotel's current pricing for these facilities and services is attached to this Contract, or is available to individual guests upon request. Prices are subject to change.

**ROOM AND SPACE BLOCK REVIEW**

Group and Hotel agree to review the room and space commitment on or before Thursday, 21<sup>st</sup> June 2018 on this date, the parties will evaluate the room and space commitments. Based on such evaluation, if the parties mutually agree to any adjustments to the guestroom and space block, as well as corresponding changes to Group's meeting and function space block, or to the guestroom and food and beverage attrition amounts set forth in the Attrition clauses below, such changes to the Contract shall be confirmed in writing and signed by both parties.

**CONTENT**

To the extent that Group provides any content to Hotel, including promotional brochures, flyers, logos, pictures, music and meeting schedules (collectively, the "Content") for any reason, including for distribution at the meeting or for inclusion on a H2O Groups website, Group hereby warrants that it has all rights, permissions, and licenses necessary to provide the Content to Hotel for its intended use. Group further warrants that it has all rights, permissions, and licenses necessary to display or perform all Content used by Group at its event.

**FRESH**  
**FLUID**  
**FORWARD**  
**LOOKING**

Manila Ocean Park Complex  
Behind Quirino Grandstand,  
Luneta, Manila,  
Philippines 1000

T: +63 2 238 6100  
F: +63 2 238 6175

E: [inquiry@hotelh2o.com](mailto:inquiry@hotelh2o.com)  
W: [www.hotelh2o.com](http://www.hotelh2o.com)



**GROUP DATA**

To the extent Group provides any information to Hotel, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Group Data") for any reason, Group hereby represents, warrants and covenants that, prior to providing Hotel with the Group Data, Group shall have obtained all rights and permissions necessary to (i) provide the Group Data to Hotel, (ii) transfer the Group Data to locations both within and outside the point of collection, including to the Philippines, and (iii) grant to Hotel the right to use or release the Group Data to China Oceanis Philippines Inc. ("COPI"), COPI's affiliates, and other entities and locations within the COPI reservation, sales and catering, and database management systems for lawful COPI related business purposes, including to confirm reservations and to provide stay related communications, and to provide access to third parties retained to provide services required or requested by Group, including Contracted Vendors.

**ROOM AND RELATED CHARGES**

Guests shall be responsible for other incurred charges other than those stipulated in this Contract and must be settled upon checkout, unless signed by the Authorized signatory.

**GUESTROOM INCIDENTAL DEPOSIT**

Waived incidental deposit, NATIONAL PRIVACY COMMISSION will vouch for it provided with a LOA. Guest shall be charged incidentals through cash/credit card.

**BILLING ARRANGEMENTS**

A master account will be set up for Group covering its charges (the "Master Account"). The estimated amount of the Master Account must be paid in advance [in accordance with the deposit schedule set forth below] unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel's normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival, including any estimated Attrition fees. Group shall review all charges billed to the Master Account to ensure accurate billing.

We request that you advise Hotel of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, the Credit Card must be provided to Hotel no later than the first day of the event, and all Master Account charges will be charged at departure. Any amounts not paid at departure will accrue interest at the rate of 1 ½% per month from the date of departure.

Payment of all direct billing must be made within seven (7) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from the date of departure.

**CREDIT CARD BILLING**

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions.

Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

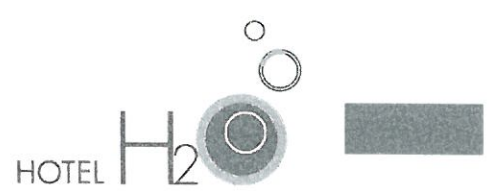
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**Inclusions:**

- Use of venue for minimum guaranteed persons
- Registration table setup
- Rostrum with microphone
- Latest audio and sound equipment
- Complimentary use of LCD Projector
- Projector screen
- Provision of the following conference amenities
- Wireless internet connectivity (on selected areas)
- Free Flowing Coffee

FULL payment amounting of **PHP179,600.00nett** (room accommodation and banquet charges) will be settled thru **SEND BILL arrangement** at a minimum of 15 days and maximum of (30) days upon receiving the Billing Statement. All incidental charges will be settled thru send bill as well.

Other incidentals duly signed by the Authorized signatory **MUST** be settled by **NATIONAL PRIVACY COMMISSION** through send bill arrangement. **NATIONAL PRIVACY COMMISSION** must provide a Letter of Authorization stating that they will vouch the entire incidental deposits incurred during the event and incidental charges all of their guests thru personal account.

**OTHER REQUIREMENTS**

**Parking Rate**

- a. Overnight parking will be validated by Front Office, 1 parking space per room
- b. Valet Service – will be paid thru personal account.

**FOOD AND BEVERAGE POLICIES**

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property will be supplied and prepared by Hotel outlets. All food and beverage prices are subject to a 6% mandatory service charge and applicable taxes.

**SECURITY**

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property. Group may elect to retain security personnel to safeguard personal property in the meeting and function space. In addition, depending upon the nature of your event, Hotel reserves the right based on its reasonable judgment to require Group to retain security personnel in order to safeguard guests or property in Hotel. Any security personnel retained by Group must be at its own expense and from a licensed security company that meets the minimum standards established by Hotel, including insurance and indemnification requirements, and at all times remains subject to Hotel's advance approval. Security personnel are not authorized to carry firearms without advance Hotel approval.

**RELOCATION CLAUSE**

In the event any member of your Group with a guaranteed guest room reservation cannot be accommodated by Hotel, Hotel will provide the following:

1. Accommodation at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One five (5) minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
4. Offer to relocate displaced guest back to the first available guest room.

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5. Upon return to Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.
6. Credit to Group for any guests displaced toward its guest room block pick up for purposes of this Contract and for calculation of Group complimentary guest room credit.

**ATTRITION AND CANCELLATION POLICIES**

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

**GUEST ROOM ATTRITION**

Group agrees to provide a minimum peso amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart (or the number of guest room nights as adjusted pursuant to the Room and Space Block Review clause, if any) times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue, if Group achieves at least 90% of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel's losses an amount equal to the difference between 80% of the Minimum Revenue and the actual guest room revenue achieved by Group (the "Attrition Damages"). All applicable taxes on the Attrition Damages will be paid by Group.

**GUEST ROOM ATTRITION RESALE CREDIT**

Any Attrition Damages due pursuant to the **GUEST ROOM ATTRITION** clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel.

Because it is impossible to accurately determine what guest rooms are resold and at what rate, the parties agree that "resold" rooms will be calculated as follows: The resale revenue credited to Attrition Damages will be equal to Hotel's average daily rate for each day that guest rooms are resold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Attrition Damages owed will be reduced by the average daily rate times twenty (20).

**CANCELLATION**

Hotel estimates that the Minimum Revenue it will receive from this event (including previous Outstanding balance) if it is held as agreed pursuant to this Contract is as follows:

<b>Room &amp; Banquet Charges</b>	<b>: Php 179,600.00 nett</b>
<b>Total Estimated Revenue</b>	<b>: <u>Php 179,600.00 nett</u></b>

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If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the **FORCE MAJEURE** clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

Upon signing of the contract **100%**

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If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth

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*Handwritten signature and initials*

above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale, therefore the reductions applicable in the **GUEST ROOM ATTRITION** and **GUEST ROOM ATTRITION RESALE CREDIT** clauses will not apply in the event of a cancellation.

#### **FORCE MAJEURE**

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Hotel to provide the facilities and/or services for Group's event or meeting. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

#### **INDEMNIFICATION**

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

#### **MAGNA CARTA FOR DISABLED PERSONS**

Group and Hotel shall each be responsible for compliance with the public accommodation requirements of the Magna Carta for Disabled persons and any applicable laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by Group on behalf of its disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that Group gives reasonable advance written notice to Hotel of such needs.

During its use of Hotel, Group shall be responsible for providing its disabled members with auxiliary aids and services or modifications of Group rules or policies in connection with any Group program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by Group, other than those types and quantities typically maintained by Hotel.

#### **LIMITATION ON PUNITIVE DAMAGES**

The parties hereby agree that neither party shall be liable for any punitive damages.

#### **DISPUTE RESOLUTION**

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the Philippine Law and city in which Hotel is located. The law of the City in which Hotel is located will be the governing law. The arbitration award will be enforceable in any municipal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

#### **COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES**

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the Philippine Government.

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**ASSIGNMENT**

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

**NOTICE**

Any notice required or permitted by the terms of this Contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

**WAIVER**

If either party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce any other terms of this Contract.

**SEVERABILITY**

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

**SIGNATURE**

This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in a writing signed by Hotel and Group. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.

The undersigned represent that they are authorized to sign and enter into this Contract.

In the event this Contract is executed by a third party on behalf of Group, the attached Joinder and Consent to Contract must be executed by Group. If such Joinder is not received by Hotel within thirty (30) days after the date set forth on the first page of this Contract, Hotel shall have the option to terminate this Contract by giving written notice to you and all applicable cancellation and related fees shall be paid by you to Hotel within fifteen (15) days thereafter.

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**ACCEPTED AND AGREED TO:**

For and In behalf of HOTEL H2O

**KRISTINE VI M. MENDOZA**  
Sales Account Manager

**CONFORME:**

**NATIONAL PRIVACY COMMISSION**

**CHAIRMAN RAYMUND E. LIBORO**  
Privacy Commissioner

**APPROVED BY**

**CATHERINE DELA PEÑA**  
Director, Sales & Marketing

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Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

## NOTICE OF AWARD

Date Issued: JULY 10, 2018

**MS. KRISTINE MENDOZA**

*Sales Account Manager*

HOTEL H2O

Manila Ocean Park Complex

Behind Quirino Grandstand, Luneta,

Manila, Philippines 1000

**Dear Ms. Mendoza:**

Please be advised that upon the recommendation of the NPC Bids and Awards Committee the contract for Lease of Venue for the NPC Mid-Year Assessment in the amount of ONE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED PESOS ONLY (Php179,600.00), VAT inclusive, is awarded to HOTEL H2O consistent with Republic Act No. 9184 and its Implementing Rules and Regulations.

Very truly yours,

**RAYMUND E. LIBORO**

Privacy Commissioner and Chairman

Conforme:

**Ms. Kristine Mendoza**

Hotel H2O

Date: 7/10/18