



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 67, Series of 2018

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE AND FOOD FOR THE DATA PROTECTION OFFICERS' BRIEFING TO ASIAN INSTITUTE OF MANAGEMENT, INC.

WHEREAS, pursuant to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 and its Implementing Rules and Regulations, the National Privacy Commission (NPC) is mandated to inform and educate the public about data privacy, data protection, and fair information rights and responsibilities;

WHEREAS, in accordance with the abovementioned mandate, the NPC regularly conducts its Data Protection Officers' (DPO) Briefing as part of reinforcing the efforts of the NPC in protecting personal data in information and communication systems;

WHEREAS, to attain said purpose, the procurement requests (PR) for the Lease of Venue and Food for the DPO Briefing on September, October and November 2018 were approved by the Head of the Procuring Entity, with Public Information and Assistance Division as the end-user, as per P.R. Nos. 2018-0118, 0119 and 0120;

WHEREAS, the revised NPC FY 2018 Annual Procurement Plan includes an allocation for the Lease of Venue and Food for said DPO Briefings with the mode of procurement as Lease of Venue;

Activity	Month	Approved Budget for the Contract
DPO Briefing	September 2018	Php120,000.00
DPO Briefing	October 2018	Php120,000.00
DPO Briefing	November 2018	Php120,000.00
TOTAL		Php360,000.00

WHEREAS, Section 53.10 of 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 recognizes the use of Lease of Venue as an alternative method of procurement;

WHEREAS, the NPC Bids and Awards Committee (BAC), through its Secretariat, sent request for quotations (RFQs) on 11 September 2018 to Asian Institute of Management (AIM), The Heritage Hotel Manila and Pan Pacific Manila;

WHEREAS, the NPC BAC Secretariat proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements provided under the same IRR;

WHEREAS, based on the results of the evaluation, a copy of which is attached hereto as Annex "A", the NPC BAC determined that AIM tendered the lowest calculated and

responsive quotation in the amount of Two Hundred Eighty Thousand Five Hundred Pesos (Php280,500.00);

Activity	Month	Approved Budget for the Contract
DPO Briefing	September 2018	Php93,500.00
DPO Briefing	October 2018	Php93,500.00
DPO Briefing	November 2018	Php93,500.00
TOTAL		Php280,500.00

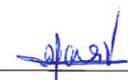
WHEREAS, based on the conducted market study by the end-user, the venue offered by AIM, was rated in accordance with Appendix B, Annex H, on the rating factors and determination of reasonableness of rental rates, of said IRR;


NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC Bids and Awards Committee, hereby **RESOLVE**, as it hereby **RESOLVED**, to recommend the award of contract for the Lease of Venue and Food for said DPO Briefings to ASIAN INSTITUTE OF MANAGEMENT, INC. in the total amount of Php280,500.00, monthly amount to be paid upon completion of each activity;


RESOLVED this 17 day of September 2018, at the National Privacy Commission Office, 5th Floor, Ang Kiukok Hall, Philippine International Convention Center (PICC), PICC Delegation Building, PICC Complex, Roxas Blvd., Metro Manila 1307.


ATTEST:


MONALISA G. BAUTISTA
 Budget Officer
 BAC Member



MARILOU C. LEELIAN
 OIC-Finance, Planning and
 Management Division
 BAC Member


BELMA G. MARTINEZ
 OIC-Director IV, Finance and Administrative
 Office
 BAC Member


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


ATTY. GILBERT V. SANTOS
 Director IV, Legal and Enforcement Office
 BAC Chairperson

Approved:


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



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

NPC-ASD-AOQ No.0013

ABSTRACT OF QUOTATIONS

No.	Qty.	Unit	Description	Supplier	Eligibility Requirements					Compliance with Technical Requirements	Bid Price	Remarks
					Mayor's/Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	NFCC (Infra)			
1	1	lot	Lease of Venue For DFO Briefing on September, October and November	Asian Institute of Management, Inc.	COMPLIED	N/A	COMPLIED	N/A	N/A	COMPLIED	280,500.00	PASSED
2	1	lot	Lease of Venue For DFO Briefing on September, October and November	The Heritage Hotel Manila	COMPLIED	N/A	COMPLIED	N/A	N/A	COMPLIED	360,000.00	PASSED
3	1	lot	Lease of Venue For DFO Briefing on September, October and November	Pan Pacific Manila	COMPLIED	N/A	COMPLIED	N/A	N/A	FAILED TO COMPLY - No quote for September because of unavailability of room	200,000.00	FAILED*

Project: Lease of Venue For DFO Briefing on September, October and November Approved Budget for the contract: 360,000.00

Reference: NPC 2018 Revised APP Item No. K-rev.2018-015 to 017 PhilGEPS Reference No.: N/A

In the evaluation of the herein offers, with the evaluation of the NPC-Bids and Awards Committee, and the preference of the End-user considered, we hereby recommend the award to the lowest and most responsive bidder: **Asian Institute of Management, Inc.**

Prepared By:

JOEL T. PACTUINGAN JR.
 BAC Secretariat, Member

Reviewed By:

ATTY. GELLE D. BALIGOD
 BAC Secretariat, Head

Recommending Approval:

MONALISA G. BAUTISTA
 Budget Officer, FPMD
 BAC Member

MARILOU C. LEELIAN
 OIC-Chief, FPMD
 BAC Member

BEAMA G. MARTINEZ
 OIC-Director, FAO
 BAC Member

MARIA DELLA S. PRESQUITO
 Chief, ASD
 BAC Vice Chairperson

ATTY. GILBERT V. SANTOS
 Director, LEO
 BAC Chairperson

Approved
 Disapproved

Note:

*The bidder failed to comply with the technical requirements



NATIONAL PRIVACY COMMISSION
Corporate Training Contract

Below are the details of your event as discussed and agreed upon:

I. CONFERENCE REQUIREMENTS

Main Meeting Room	Sgv Hall (3 rd floor) & JV Del Rosario 2-5
Time	8:00am-6:00pm
Minimum Guaranteed	110 pax
Room Set-up	Classroom Set Up
Title of the Event/Signage	
Concessions	Pads and Pencils Whiteboard with Markers and Eraser White Projector Screen Flip Chart with a set of Manila papers PA system with wired Microphones

II. MEAL REQUIREMENTS:

AM Snacks, Set Lunch, PM Snacks
Flowing Coffee and Tea, and one round of juice

III. SUMMARY OF CHARGES

- 3.1 September 27, 2018- Php 93,500
- 3.2 October 30, 2018- Php 93,500
- 3.3 November 27, 2018- Php 93,500

AM Snacks @ Php 300 x 110 pax x 3 days
Set Lunch @ Php 750 x 10 pax x 3 days
PM Snacks @ Php 300 x 110 pax x 3 days
Function Room Rental @ Php 20,000 x 3 days

GRAND TOTAL: Php 280,500 net

IV. BILLING ARRANGEMENT

IV.1 As a matter of company policy, a 50% deposit/downpayment of the monthly amount is required upon signing of the contract. Full payment of the balance of the monthly amount should be paid upon completion of each activity. Payments can be made in cash, credit card or through Manager's Check payable to ASIAN INSTITUTE OF MANAGEMENT;

IV.2 If in case actual attendance exceeds the stipulated number, the additional number of persons shall be charged accordingly. If the attendance falls below the guaranteed number of persons per meal, the stipulated minimum number of persons above will apply;

IV.3 All food and beverage orders shall be charged to personal account unless otherwise advised by the client/authorized signatory or contact person;

IV.4 Cancellations made after **contract signing** will result to cancellation charge equivalent to the full amount for organized meals except when such cancellations are the result of events constituting *force majeure*, beyond the control of the client including acts of the public enemy, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or telephone service, global pandemic and Acts of God (fire, flood, earthquake, storm, hurricane or other natural disaster);

IV.5 Food and beverage and other incidental bills which are left unsigned by the guests after the corporate training shall be forwarded for billing;

V. TERMS AND CONDITIONS

V.1 Cancellation / No Show

In case of no show, the client shall be held liable to the Conference Center for the full amount of the contract based on your minimum guaranteed number of guests except as and when otherwise provided in IV. 4.

V.2 Food and Beverage

V.2.1 The Conference Center prohibits bringing in of food and beverage ordered outside of the Conference Center facilities;

V.3 Release and Indemnity

V.3.1 The client agrees to release and indemnify AIM from all liabilities and damages including food-borne illnesses and death associated or in connection with and arising out of client's use of its own food and beverage or food and beverage brought in by clients and not provided by the Conference Center and with client's preference to take-out/take-home left-over foods from the training function;

V.3.2 The Conference Center adheres to its policy on EMS Solid Waste Management Program and implements the **No Styropor** policy;

V.4 Corkage

The Conference Center prohibits bringing in of food items and beverages not catered by the Conference Center. Otherwise, a corkage fee of 100% of actual receipt will be charged.

V.5 Loss / Damage to Property

Nailing, tacking and use of double adhesive tapes on the walls of the Conference Center are strictly prohibited. The client will be held liable for any damages to the Conference Center caused by the client, its guests and hired contractors and suppliers.

V.6 Venue

The Conference Center prohibits the use of the name and pictures of the Asian Institute of Management, AIM Conference Center Manila (ACCM) and the AIM Conference Center Baguio (ACCB)/Igorot Lodge in the publication of advertisements and other forms of communication unless used to indicate as the venue of the event and if the event is a partnership between AIM or the Conference Center and the client. The complete address shall be stated as **AIM CONFERENCE CENTER MANILA (ACCM), J.V. del Rosario Bldg., Benavidez cor. Trasierra Sts., Legaspi Village, Makati City**

V.7 Use of the AIM Name

V.7.1 The Conference Center prohibits the use of the logo and name of AIM (Asian Institute of Management) in the publication of advertisements and other forms of communication unless it is an AIM event;

V.7.2 The Conference Center reserves the right to screen and ensure that the programs to be conducted by the client using AIM, ACCM and ACCB/Igorot Lodge facilities are not directly competing with the AIM programs;

V.7.3 The Conference Center reserves the right to decline reservations that are believed and perceived to affect the reputable position of AIM in the business community. Any and all illegal activities such as gambling, solicitation, prostitution, drug trafficking or bringing in deadly weapons, flammable items, or explosive materials are strictly prohibited;

V.7.4 AIM is an ISO 14001 certified establishment and as such, strictly observes our Environmental Management System (EMS) and advocates its best practices.

The Asian Institute of Management (AIM) is a non-stock and non-profit graduate educational institution of international character and is governed by a Board of Trustees (BOT) which receives no compensation. AIM is organized, established and operated in the public interest and no portion of its funds and income inures to the benefit of any of its members. AIM is committed toward making a difference in sustaining the growth of Asian societies by developing professional, entrepreneurial, and socially responsible leaders and managers.

AIM, incidental to its primary purpose, can acquire, purchase, own, hold, operate, develop, lease, mortgage, pledge, exchange, sell, transfer or otherwise invest, trade or deal in, in any manner permitted by law, real and personal property of every kind and description or any interest therein. AIM can also organize, operate and maintain dormitories, stores and canteens, agricultural and industrial projects or otherwise engage in any enterprise or do such things connected with the growth and development of the institute or which may be directly or indirectly incidental or conducive to the attainment of the purpose and objectives of AIM. In this regard, AIM Conference Center Manila (ACCM), the only conference center in the heart of Makati, was created. Through ACCM, AIM can meet the present and expected demands for additional AIM program offerings, research endeavor, and corporate training requirements.

V.8 Others

V.8.1 The Conference Center shall not be liable for any cancellation, delay in the preparations for the training or any disturbance, damage, injury or inconvenience to guests if the same occurs as a result of any event constituting *force majeure* or of any occurrence beyond the control of the Conference Center including without limitation acts of the public enemy, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or telephone service, global pandemic and Acts of God (fire, flood, earthquake, storm, hurricane or other natural disaster);

V.8.2 The Conference Center shall not be liable for any injury to person or loss of or damage to property that may be caused on the occasion of the corporate training, unless the same is caused as a result of the fault or gross negligence of the Conference Center;

V.8.3 Any and all National and City permits/licenses before holding of corporate training covered by this agreement shall be the responsibility of the Guest;

V.8.4 In the event any dispute, controversy or difference arises between the parties out of, or in connection with this contract (CTC), the parties shall attempt in the first instance to settle such dispute through mutual best efforts and amicable agreement.

V.8.5 The court of the Municipality of Makati City shall have exclusive jurisdiction to try any dispute or difference which may arise between the parties under this contract.


Parties have hereunto signed this Corporate Training Contract on 17 September 2018


AIM CONFERENCE CENTER MANILA

National Privacy Commission

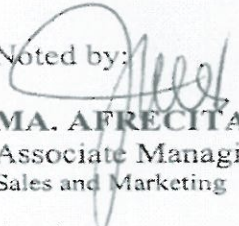


GERALD DE CHAVEZ
Account Executive
Tel: (+632) 7501010 loc. 2036
Fax: (+632) 7504467
gdechavez@aim.edu



Mr. Raymund E. Liboro
Commissioner 

Noted by:


MA. AFRECITA D. NIEVA
Associate Managing Director
Sales and Marketing

AIM
CONFERENCE CENTER

ASIAN INSTITUTE OF MANAGEMENT



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


Date Issued: SEP 13 2018, 2018

Mr. Gerald De Chavez
Account Executive
AIM Conference Center Manila


Dear **Mr. De Chavez**:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contract for the Lease of Venue and Food for the DPO Briefing on September, October and November 2018 amounting to TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED PESOS ONLY (Php280,500.00), VAT inclusive, is awarded to AIM CONFERENCE CENTER MANILA consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


* **RAYMUND ENRIQUEZ LIBORO**
Privacy Commissioner and Chairman

Conforme:


Mr. Gerald De Chavez
AIM CONFERENCE CENTER MANILA
Date: SEP 14 2018