



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

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

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE FOR THE DATA PRIVACY OFFICER'S (DPO) BRIEFING TO ALMONT HOTEL, INC.

WHEREAS, the Purchase Request (PR) for the engagement of services for the Venue for the Data Privacy Officer's (DPO) Briefing on 10 July 2018 was approved by the Head of the Procuring Entity, with the Office of the Privacy Commissioner (OPC) as the end-user, per P.R No. 2018-0088;

WHEREAS, the revised 2018 Annual Procurement Plan of NPC-OPC includes an allocation for Venue for the DPO Briefing amounting to Php210,000.00 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, in coordination with the end-user sent RFQs on July 2, 2018 to Almont Hotel, Inc., Dotties Place, and Hotel Oasis, as required under Annex "H" of RA 9184 which provides that the BAC shall send RFQ to at least three (3) venues within the vicinity of the selected location, with receipt of at least one (1) quotation sufficient to proceed with the evaluation;

WHEREAS, upon the deadline for submission of quotation on 5 July 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 Almont Hotel, Inc. tendered the Lowest Calculated and Responsive Quotation in the amount of ONE HUNDRED NINETY-FIVE THOUSAND PESOS ONLY (Php195,000.00);

NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the Venue of the DPO Briefing to "ALMONT HOTEL, INC." in the total amount of Php195,000.00.

RESOLVED this 6th July 2018, at the office of the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307

JOY M. LAZCANO
Planning Officer III, FPMD
BAC Member

afn,al
MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member

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

[Signature]
MONALISA G. BAUTISTA
Budget Officer
BAC Member

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

[Signature]
MARIA DELIA S. PRESQUITO
Chief. ASD
BAC Vice-Chair

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

APPROVED:

[Signature]
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: DPO Summit for July Approved Budget for the contract: 210,000.00
 Reference: 2018 Revised APY Item No. K-rev.2018-023 PhilGEPs Reference No.: N/A

| No. | Qty. | Unit | Description | Supplier | Eligibility Requirements | | | | | | | Bid Price | Remarks | | |
|-----|------|------|---------------------|---------------------------------------------------------|--------------------------|----------------------|----------------------|----------------------|--------------|-------------------|-------------------------|-----------|----------|------------------------------------------|---------|
| | | | | | Mayor's/Business Permit | Professional License | PhilGEPs Reg. Number | PCAB License (Infra) | NPCC (Infra) | Income Tax Return | Omnibus Sworn Statement | | | Compliance with Technical Specifications | |
| 1 | 1 | lot | DPO Summit for July | ALMONT HOTEL, INC. | COMPLIED | N/A | COMPLIED | N/A | N/A | N/A | N/A | N/A | COMPLIED | 195,000.00 | PASSED |
| 2 | 1 | lot | DPO Summit for July | SAMRING REALTY AND DEVELOPMENT CORPORATION/ HOTEL OAZIS | COMPLIED | N/A | COMPLIED | N/A | N/A | N/A | N/A | N/A | COMPLIED | 207,000.00 | FAILED* |
| 2 | 1 | lot | DPO Summit for July | DOTTIES PLACE | FAILED | N/A | FAILED | N/A | N/A | N/A | N/A | N/A | FAILED | - | 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: **ALMONT HOTEL, INC.**

Approved
 Disapproved

Prepared By: *[Signature]* **ON OFFICIAL TRAVEL**

Reviewed By: *[Signature]* **ON OFFICIAL TRAVEL**

JOEL T. PANGMILINGAN JR.
 BAC Secretariat, Member

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

ATTY. MA. JOSEFINA E. MENDOZA
 BAC Secretariat, Member

[Signature]
ATTY. GELIE D. BALIGOD
 BAC Secretariat, Head

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. LEBLIAN
 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 submit their quotation

ALMONT

INLAND RESORT BUTUAN

EVENT CONTRACT

TO : NATIONAL PRIVACY COMMISSION (NPC)
FROM : Almont Hotels Inland Resort
DATE : July 6, 2018
SUBJECT : As stated

Greetings!

Thank you for considering **ALMONT HOTEL INLAND RESORT** as a venue for your forthcoming event this July 10, 2018. Further to our discussion, the resort is very pleased to submit the following information for your confirmation.

The details are as follows:

FUNCTION ROOM ARRANGEMENTS

Date : July 10, 2018
Time : 08:00AM – 05:00PM
Venue : Convention Hall

Inclusions:

- ❖ Buffet Meals/Plated Snack
- ❖ Podium
- ❖ Table and Chair Set Up
- ❖ 1 LCD projector w/ Projector screen
- ❖ Free Wi-fi
- ❖ Hot and Cold purified drinking water
- ❖ Free use of venue for the specified Time
- ❖ Basic Sound System w/ Microphones
- ❖ Free use of the venue from 8am-5pm (Php2,500.00/hr onwards)

TERMS AND CONDITIONS

1. ADVANCE DEPOSITS

As a matter of policy, RESORT shall require a deposit equivalent to fifty percent (50%) of the total estimated revenue upon confirmation and contract signing. NO DEPOSIT (or any of its equivalent guarantees) means NO CONFIRMATION.

2. BILLING ARRANGEMENT

- Billing will be based on the guaranteed number of persons contracted for, or actual head count, whichever is higher. The actual number of covers served will be established by the authorized Resort Representative.
- CLIENT is aware and has agreed to pay the balance and other incidentals upon presentation of the bill at the close of the affair with the resort's Banquet Captain, who shall settle the bill payment with the CLIENT. The client shall pay based on the guaranteed number of minimum persons reserved regardless if actual attendees fell below the minimum guaranteed. Any unsettled banquet charges incurred by the CLIENT and the CLIENT'S guests during the event shall be settled by the authorized signatory/ies.
- Authorized signatory/ies for this event --

Name of Authorized signatory/ies:

Specimen Signature

- The CLIENT agrees to pay RESORT in any of the following forms of payment –
 - a) CASH
 - b) MANAGER'S CHEQUE
 - c) COMPANY CHEQUE
 - d) CREDIT CARD
 - e) ADVANCE DEPOSIT

BANCO DE ORO

Account Name : Almont Hotel, Inc.
 Account No. : 438-000-1183

LAND BANK

Account Name : Almont Hotel Inc.
 Account No. : 0361-2024-57

TIN NUMBER : 000-737-636-001

3. ESTIMATED COMPUTATION

| | | | UNIT PRICE | | | QTY | | | | TOTAL |
|--------|--|----------|------------|-----|---|-----|---|---|--|----------------------|
| 10-Jul | | AM SNACK | 150.00 | PHP | X | 300 | X | 1 | | 45,000.00 |
| | | LUNCH | 350.00 | PHP | X | 300 | X | 1 | | 105,000.00 |
| | | PM SNACK | 150.00 | PHP | X | 300 | X | 1 | | 45,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | Php195,000.00 |

Important: Above computation does not include miscellaneous expenses including additional corkage incurred during the actual event.

4. POSTPONEMENT

Should the Client postpone the schedule of the function to another date or time, kindly notify the Marketing and Events Department in writing at least a week before the event. Postponement will be subject to availability of the function room on the alternative date.

5. CANCELLATION

Should the Client opt to cancel the function due to unavoidable conflict of schedule or venue, the Resort will give the client a certificate of booking cancellation to allow them to canvass and engage to other property.

6. GUEST ROOM

A penalty of one night room charge shall be charged against the CLIENT if cancellation notice of a guaranteed booking is given less than 15 days prior to the date of arrival. The client shall pay the guaranteed room nights reserved regardless if they were used or not. Any unsettled rooms incurred by the CLIENT and the CLIENT'S guests during the event shall be settled by the authorized signatory/ies upon check-out.

7. FORCE MAJEURE

The RESORT will not be held liable for services not rendered due to acts of God, war, government regulations, natural calamities, civil disorders, curtailment of transportation facilities and other inevitable incidents beyond the control of the RESORT that interrupts the expected course of events.

8. **FOOD AND BEVERAGE**

- Unless the CLIENT gives an advice, the RESORT will extend services only for the guaranteed number of persons confirmed by the CLIENT. A confirmation on the guaranteed number of attendees will be required seven (7) business days prior to the function. If a confirmation on the guaranteed is not received, the RESORT will consider the number of attendees indicated on the original contract to be correct and guarantee accordingly.
- Guaranteed number of attendees indicated in the contract is not subject to reduction.
- The RESORT cannot be responsible for services for the actual attendees exceeding 20 persons more than the minimum guaranteed number. Meals will only be prepared for the number of guaranteed; however, every effort will be made to accommodate additional guests. A delay in service may result if additional guests need to be served.
- If actual attendance exceeds the guarantee, the actual attendance will be charged.
- Outside vendors and/or CLIENT sponsors dealing with food and beverage is strictly not allowed within the RESORT premises.
- All alcoholic beverages must be purchased through the RESORT and must be served on RESORT premises in accordance to RESORT rules and policies. Alcoholic beverages cannot be brought out from the property.
- Due to health regulations, food must not be taken off the premises after it has been prepared and served to its guests. In addition, no food and drinks shall be brought into the hotel.
- RESORT does not permit the bringing of coolers, plastic containers, and other beverage items in litro packs or in cans, styropacks for additional food/ dishes. The RESORT will not be responsible and held liable for any health claims of guests that may be caused by these items.
- To guarantee freshness, all dishes shall be served up to a maximum of two and a half hours only for sanitary reasons, especially on Centerpieces, Garnishes and Salads. The food ingredients that may be used require a specified duration of freshness.
- Per RESORT POLICY, bringing of left-over food items from the chafing dishes is strictly prohibited. RESORT reserves the right to remove the remaining dishes strictly after two and a half hours.
- Any additional personal effects and/or equipment or items brought in by CLIENT to be used during the event shall be turned over ONLY to the assigned Banquet Captain on Duty. The RESORT will not be held liable for any losses if turnover was made to other resort employees other than the assigned Banquet Captain on duty.
- Signing of this contract signifies that the CLIENT understood and has accepted all the terms and conditions stipulated herein.
- One round of drink per person per meal is included in the package.
- Only documents with the signature of the Authorized Signatory/ies for any additional beverages orders will be charged personal account based on following discounted rates:

9. **VENUE**

Function must begin and end promptly at the scheduled time on the contract. If the space is available and the CLIENT would want to extend the function, an excess hour rental fee of *Php 3,500.00* per hour or a fraction of an hour, shall be charged accordingly. Rental charge is based on per hour or a fraction of an hour. The RESORT reserves the right to change the function room assignment to a space more suitable as needed with prior notice.

10. **SPECIAL ARRANGEMENTS/ PROGRAM OF ACTIVITIES**

The RESORT must be advised for any additional arrangement needed. Corresponding charges for the additional amenities may apply. RESORT requires the CLIENT to submit a copy of their program or activities at least three (3) days prior to the actual event for the RESORT to evaluate if such program is deemed fit to be implemented. Resort reserves the right to revise and/ or approve the program for their implementation and non-implementation during the actual event.

11. **THIRD PARTY POINT PERSON/ SUPPLIER**

- All vendors (Exhibit companies, florists, decorators, audio-visual companies and/or entertainers) commissioned and/or contracted by the CLIENT are called Third Party Point Person/ Supplier. They are required to submit proof of insurance to the RESORT and are required to comply to RESORT safety regulations to the safety of guests and associates.
- All vendors (Exhibit companies, florists, decorators, audio-visual companies and/or entertainers) should be instructed to contact the EVENTS AND MARKETING DEPARTMENT at least two (2) weeks in advance to review details and to gain necessary approvals for decorations, props and

- personal effects, as well as attend orientation/ briefing to be conducted by the RESORT's Security and Engineering Department.
- CLIENT is responsible for cascading and endorsing all the items stipulated in this Event Contract to the rest of his/ her guests, suppliers, organizers, coordinators or Third Party Point Person/ Supplier.
 - Third Party Point Person/ Supplier must spearhead the coordination with RESORT for any items brought in by the CLIENT/ Third Party Point Person/ Supplier that needed to be wrapped i.e. lechon brought in from outside. Such items must be brought out of the RESORT with the CLIENT or the Third Party Point Person/ Supplier on the same day, immediately right after their event. RESORT will not be held liable for lost or remaining items left in the resort the day/s after the said event.
 - In case accidents may arise from the CLIENT'S use of a Third Party Point Person/ Supplier, RESORT shall, under no circumstances, be held liable for the outcome nor CLIENT can claim legal and/ or health damages from the RESORT.
 - Third Party Point Person/ Supplier is responsible for removing all of their items promptly at the conclusion of the event and are responsible for removing their own trash. The RESORT will not be held liable for items left behind or for storage.
12. Rental (i.e. LCD projector, LCD screen, entertainers, audio and lighting system etc) prices are on a per hour or day basis, subject to agreement by both RESORT and CLIENT as stipulated under Miscellaneous Charges. Cancellation of equipment and services received within seventy-two (72) hours prior to the event will be charged 1 day rental fee. Any equipment (LCD projector, audio and lighting system, band equipment etc) brought into the RESORT by outside sources may be subject to service charge or electrical surcharge fees
13. The CLIENT shall be on the look-out of their personal effects and belongings that they may leave at any location within the resort. The RESORT does not assume responsibility for the damage or loss of any property brought into the RESORT or left behind, therefore, CLIENT may consider arranging for security personnel. Please consult with your Third Party Point Person/ Supplier for the cost of this service. Please do not leave your valuables and personal property unattended
14. The CLIENT is obliged to adhere to the General Rules and Regulations/Banquet and Meeting Guidelines of the RESORT. Any damages incurred to the RESORT property will be properly assessed and will be charged accordingly to the CLIENT.
15. Any action arising from this contract shall be filed/ instituted before the Regional Trial Court of Butuan City exclusively at the election of the aggrieved party. Guilty party shall be liable for all expenses, damages, attorney's fees relative to the filing of the case.
16. RESORT reserves the right to pre-terminate the contract should there be a breach thereof.
17. At any time, an addendum may be attached. Said addendum will form part and parcel of this contract;

Signing of this agreement constitutes approval and acceptance of all terms and conditions stated herein. THE PARTIES, through their duly authorized representative, have hereunto affixed their signatures in the City of Butuan.

Thank you very much and we look forward to the pleasure of welcoming you to Almont Hotel's Inland Resort very soon!

PREPARED BY:

CONFORME:

For and in behalf of –
ALMONT HOTEL'S INLAND RESORT


RON GOMEZ
 Sales Account Executive


 RAYMOND ENRIQUEZ LIBONG
 Privacy Commissioner



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


Date Issued: JULY 6, 2018

Mr. Ron Gomez
Sales and Marketing
Almont Hotel, Inc.
J.C. Aquino Ave., Butuan City


Dear Mr. Gomez:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contract for the Lease of Venue for the Data Privacy Officers' Summit amounting to ONE HUNDRED NINETY-FIVE THOUSAND PESOS ONLY (Php195,000.00), VAT inclusive, is awarded to ALMONT HOTEL, INC., consistent with Republic Act No. 9184 and its 2016 Implementing Rules and Regulations.

Very truly yours,


RAYMUND E. LIBORO
Privacy Commissioner and Chairman

Conforme:


Mr. Ron Gomez
Almont Hotel, Inc.
Date: JULY 6, 2018