



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**BIDS AND AWARDS COMMITTEE**  
**BAC Resolution No. 73, Series of 2018**

**SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE AND FOOD FOR THE STRATEGIC PLANNING FY 2019 TO FIRST PHILIPPINE REALTY CORPORATION**

**WHEREAS**, the National Privacy Commission (*NPC*) yearly conducts its Strategic Planning Workshop as a systematic tool to continuously enhance its implementation efforts to deliver efficient and effective services and benefits to stakeholders, pursuant to its mandate provided in the Data Privacy Act of 2012;

**WHEREAS**, to attain said purpose, the Purchase Request (*PR*) for the procurement of Lease of Venue and Food for the Strategic Planning FY 2019 was approved by the Head of the Procuring Entity, with the Finance, Planning and Management Division as the end-user, as per P.R No. 2018-0138;

**WHEREAS**, the revised FY 2018 Annual Procurement Plan of NPC-FPMD includes an allocation for the Venue for Strategic Planning FY 2019 amounting to Php300,000.00 with the mode of procurement as Lease of Venue;

**WHEREAS**, Section 53.10 of the 2016 Revised Implementing Rules and Regulations (*IRR*) of Republic Act No. 9184 (*RA 9184*) recognizes the use of Lease of Venue as alternative mode of procurement to promote economy and efficiency;


**WHEREAS**, the NPC Bids and Awards Committee (*BAC*) Secretariat sent RFQs thru email on September 28, 2018 to First Philippine Realty Corporation, First Pacific Leadership Academy, Inc. and Eastbay Resorts, Inc.;

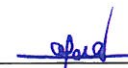
**WHEREAS**, upon the deadline for submission of quotation on October 1, 2018, the NPC BAC Secretariat opened the quotations received and proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements;

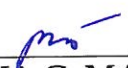
**WHEREAS**, based on the results of the evaluation and the accomplished rating factor, copies of which are attached as Annexes "A" and "B", respectively, the NPC BAC determined that First Philippine Realty Corporation tendered the Lowest Calculated and Responsive Quotation in the amount of TWO HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED FIFTY PESOS ONLY (Php289,250.00);


**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 Lease of Venue and Food Strategic Planning FY 2019 to "FIRST PHILIPPINE REALTY CORPORATION" in the total amount of Php289,250.00.

RESOLVED this 2<sup>nd</sup> day of October 2018, at the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307

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

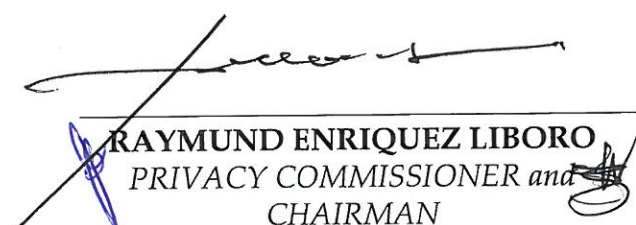
  
\_\_\_\_\_  
**MARILOU C. LEELIAN**  
*OIC-Chief, FPMD*  
*BAC Member*

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

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

*An Official Business*  
\_\_\_\_\_  
**ATTY. GILBERT V. SANTOS**  
*Director IV, 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**

No.	Qty.	Unit	Description	Supplier	Eligibility Requirements							Bid Price	Remarks
					Mayor's/Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	NFCC (Infra)	Income Tax Return	Omnibus Sworn Statement		
1	1	lot	Strategic Planning FY 2019- Lease of Venue	FIRST PHILIPPINE REALTY CORPORATION	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	N/A	289,250.00	PASSED
2	1	lot	Strategic Planning FY 2019- Lease of Venue	FIRST PACIFIC LEADERSHIP ACADEMY, INCORPORATED	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	N/A	299,096.14	PASSED
3	1	lot	Strategic Planning FY 2019- Lease of Venue	EASTBAY RESORTS, INC.	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	N/A	296,450.00	PASSED

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: **FIRST PHILIPPINE REALTY CORPORATION**

Prepared By: **JOEL T. PACTUUNGAN JR.**  
 BAC Secretariat, Member

Reviewed By: **ATTY. GRETE D. BALIGOD**  
 BAC Secretariat-Head

Recommending Approval:

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

**MARIOU C. LEELIAN**  
 OIC-Chief, FPMD  
 BAC Member

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

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

*On Official Business*  
**ATTY. ALBERT V. SANTOS**  
 Director IV, LEO  
 BAC Chairperson

Approved  
 Disapproved



FIRST  
PHILIPPINE  
REALTY  
CORPORATION

*Eugenio Lopez*  
EUGENIO  
LOPEZ  
CENTER

### **EVENT CONTRACT**

This Event Contract (the "Contract") made and entered into this 5th day of October 2018 in Antipolo City, by and between:

**FIRST PHILIPPINE REALTY CORPORATION**, with address at 2F Benpres Building, Exchange Road cor. Meralco Ave. Ortigas Center Pasig, City, hereby represented by its **Account Executive** for Eugenio Lopez Center, **MS. JENINA MARIE A. ADRIANO**, and hereinafter referred to as "**the CENTER**".

and

**NATIONAL PRIVACY COMMISSION.**, with address at 5/F, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Pasay City, Metro Manila, Philippines hereby represented by its Privacy Commissioner and Chairman, **MR. RAYMUND ENRIQUEZ LIBORO**, hereinafter referred to as "**the CLIENT**".

Witnesseth

Whereas the CENTER operates the Eugenio Lopez Center located in Sumulong Highway Antipolo City.

Whereas the CLIENT wants to reserve several hotel rooms, as well as meeting/function halls in the CENTER for its **STRATEGIC PLANNING FY 2019**

Now therefore, the CENTER and CLIENT, in consideration of the premises and the mutual covenants hereinafter set forth, hereby agree as follows:

1. The CENTER shall be utilized as the banquet/conference venue for the CLIENT's **STRATEGIC PLANNING FY 2019**, as specified in Annex A.
2. For any changes in the function/event such as minimum guarantee, time schedule, arrival date, and any other related requirements, the CLIENT shall be required to notify the CENTER in writing seventy two (72) hours prior to the fixed function date, otherwise, the CENTER

cannot be held responsible for any insufficiency or unavailability of food and/or beverages, accommodation or venues as needed by the CLIENT, and other related requirements.

3. The CLIENT shall not bring any food and/or beverage item inside the premises of the CENTER. The CENTER reserves the right to refuse entry or confiscate any food and beverage item found in possession of either the CLIENT or its guests including kitchen utensils. Should the CENTER allow the entry of any food and/or beverage item, it shall be subjected to a Corkage Fee as agreed upon by both parties.
4. A billing invoice shall be sent to the CLIENT after the event/check-out including other charges incurred during the period of the event. The CLIENT shall have a period of fifteen (15) days upon receipt of the billing invoice to settle. Payments shall be made in Cash or Manager's Check, or Company Check, payable to: **FIRST PHILIPPINE REALTY CORPORATION** without need for notice or demand. For Check payments, payment shall only be deemed to have been made upon encashment of the check. Late payments shall earn interest of One and a Half Percent (1.5%) per month and a penalty of One and a Half Percent (1.5%) per month to be computed daily and compounded monthly from the date of such default until fully paid.
5. In case of cancellation and postponement by the CLIENT, the CENTER must be informed in writing before the actual event. Cancellations and postponements shall be subjected to the following Cancellation and Postponement Fees, based on the Total Contract Price:

One (1) month before the function	50%
Seven (7) days before the function	100%

Any postponement shall be subject to guestroom, function and facilities' availability and shall be at the CENTER's sole discretion.

6. In case of a **NO-SHOW**, the CLIENT will be charged one (1) night, based on the number of rooms reserved and 100% charge on Conference Room and Food & Beverage.
7. The CENTER shall not be held liable for failure to deliver or comply with any of the terms and conditions as stated herein due to natural calamity, force majeure, or fortuitous event and other causes its control.
8. The CENTER reserves the right to dispose any items such as backdrops, props and other materials used during the function/event after a holding period of twenty (24) hours, unless a written request has been filed by the CLIENT and thereafter approved in writing by the CENTER.
9. The Total Contract Price due from the CLIENT is **Two Hundred Eighty Nine Thousand Two Hundred Fifty Pesos Only (Php289, 250.00)**, inclusive of applicable taxes, with the breakdown and inclusions stated in Annex A. All arrangements shall be charged on the minimum guaranteed number of guests and minimum guaranteed number of rooms. Should

the number of guests and room increase, then the actual number shall be the basis of charges. This shall be subject to guestroom, function and facilities' availability and shall be at the Center's sole discretion.

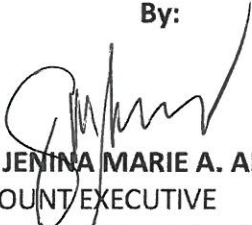
10. The CLIENT shall provide the CENTER a room assignment list before the Event Date to facilitate the check-in procedures.
11. The CLIENT shall bear any other expenses incurred during the duration of function, and shall be settled pursuant to Section 4 of the Event Contract.
12. The CENTER shall not be held liable for any loss, damage, injury, and death caused by the act of negligence or carelessness or omission of the CLIENT or its representatives, guests, and/or production crew for the entire duration of the function/event and stay in the Center.
13. The CLIENT warrants and represents that he/she has read carefully and understood and hereby accepts the foregoing terms and conditions and he/she agrees to comply with the same.
14. The CENTER and the CLIENT agrees that this Contract sets forth the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement, understanding or statement of intention has been made by the CENTER or the CLIENT which is not set forth in this Contract and neither the CENTER nor the CLIENT shall be bound or liable for any alleged representation, promise, inducement, understanding or statement of intention not set forth herein. Except as otherwise permitted by this Contract, no change to its terms will be effective unless it is in writing and signed by the authorized representatives of the parties.
15. All corporate actions on the part of each party and their respective board of directors and officers necessary for the authorization, execution and delivery of this Contract and the performance of all obligations herein have been taken and this Contract, when executed and delivered shall constitute a valid and legally binding and enforceable obligation of each party.
16. No delay or failure by either party to exercise any of its powers, rights or remedies under this Contract will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise them. Without limiting the foregoing, no waiver by any party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any provision hereof. No waiver of any provisions of this Contract shall be valid unless made in writing.
17. If any part of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed by the remainder of this Contract, which will continue to be valid and enforceable to the fullest extent permitted by law.

18. All annexes referred to herein are hereby incorporated in and made a part of this Contract as if set forth in full herein.
19. The CENTER reserves the right to institute the proper court action against the CLIENT for non-compliance with any of the terms of this Contract. The CLIENT shall be held liable for damages, actual and compensatory, exemplary, nominal and temperate as well as to the twenty (20%) percent of the award of damages as attorney's fees plus cost of suit. Any action arising from this Contract should be brought exclusively in the proper courts of Pasig City to the exclusion of all other courts or tribunals.
20. Failure by any party to exercise any of the rights granted to it under this Contract shall not be construed as waiver or abandonment of such right. No waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement is sought. No failure or delay on either party in exercising any power or right under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power by such party be considered as a waiver under this Contract.

**IN WITNESS WHEREOF**, the parties have signed the Contract on the date and place above mentioned.

**FIRST PHILIPPINE REALTY CORP.**

By:



**MS. JENINA MARIE A. ADRIANO**  
ACCOUNT EXECUTIVE  
EUGENIO LOPEZ CENTER

**NATIONAL PRIVACY COMMISSION**

By:



**MR. RAYMUND ENRIQUEZ LIBORO**  
PRIVACY COMMISSIONER AND CHAIRMAN

**Noted by**



**MS. MA. THERESA VENTINILLA**  
Sales and Marketing Officer  
EUGENIO LOPEZ CENTER

Signed in the Presence of:



**ANNEX A**

Function/Event	STRATEGIC PLANNING FY 2019
Period	OCTOBER 7-8 (SUNDAY- MONDAY)
No. of rooms required	5 Executive Rooms based on Quadruple Sharing 14 Deluxe Rooms based on Twin Sharing 7 Deluxe Rooms based on Single Occupancy
No. of Persons	55 persons minimum guaranteed – Overnight
Meeting/Function Room	Lecture Room 3
Check-in	02:00 PM
Check-out	12:00 NN
Breakdown	<p><b>OVERNIGHT ACCOMODATION</b></p> <p>Single Occupancy Php7, 350.00 x 7 persons = Php 51, 450.00  Twin Sharing Php5, 350.00 x 28 persons = Php149, 800.00  Quadruple Sharing Php4, 400.00 x 20 persons = Php 88, 000.00</p> <p style="text-align: right;">=====</p> <p><b>TOTAL AMOUNT: = Php 289, 250.00</b></p>
Inclusions	<p><b>Overnight Package: (55 pax)</b></p> <ul style="list-style-type: none"> <li>❖ Overnight Room Accommodations</li> <li>❖ Meal Arrangement: <ul style="list-style-type: none"> <li>Day 1: OPTION FOR BRUNCH: Open Buffet Breakfast and Lunch (Without AM Snacks) Managed Buffet Dinner and PM Snacks</li> <li>Day 2: Managed Buffet Breakfast, Lunch and Dinner, Plated AM and PM Snacks</li> </ul> </li> <li>❖ Use of Function Room with Complete Training Materials for Two (2) days</li> <li>❖ First day: 12 hours use</li> <li>❖ Second day: 13 hours use <ul style="list-style-type: none"> <li>✓ LCD Projector &amp; screen</li> <li>✓ White board &amp; markers</li> <li>✓ Flip chart</li> <li>✓ Pads and pencils</li> <li>✓ Sound system</li> <li>✓ Microphone</li> <li>✓ Free Flowing Coffee/Tea</li> </ul> </li> <li>❖ Complimentary WiFi Access</li> <li>❖ Complimentary Welcome streamer for the group</li> <li>❖ Complimentary Welcome Drinks</li> <li>❖ Complimentary Parking</li> <li>❖ All rates are not be disclosed, directly or indirectly, unless explicit written approval is given by the hotel.</li> <li>❖ Please note that we are <b>not holding</b> any rooms and space for you at this point. Kindly advise us should you wish to proceed with your booking so we can forward to you a detailed contract.</li> </ul>



	<ul style="list-style-type: none"><li>❖ Rooms and function rooms/space are subject to availability once we receive your advice.</li><li>❖ Rates can be change without prior notice.</li></ul>
--	---



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NOTICE OF AWARD**

Date Issued: 03 October 2018

**Ms. Jenina Marie A. Adriano**  
Account Executive  
First Philippine Realty Corporation

Dear **Ms. Adriano**:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contract for the Lease of Venue and Food amounting to TWO HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED FIFTY PESOS ONLY (Php289,250.00), VAT inclusive, is awarded to FIRST PHILIPPINE REALTY CORPORATION 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:

Ms. Jenina Marie A. Adriano  
FIRST PHILIPPINE REALTY CORPORATION

Date: OCT 03 2018