



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**BIDS AND AWARDS COMMITTEE**  
BAC Resolution No. 135-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF  
LEASE OF VENUE WITH CATERING  
(APP ITEM NO. 2022-0125)**

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**WHEREAS**, the National Privacy Commission (*NPC* or *Commission*) is an independent body mandated to administer and implement Republic Act No. 10173 of the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

**WHEREAS**, in its pursuit of achieving its vision as the world-class regulatory and enforcement agency upholding the right to privacy and data protection while ensuring the free flow of information and commitment to excellence, its workforce have been working hard with dedication and serve as the backbone of the NPC in providing their time and support in realizing its goal;

**WHEREAS**, in line with the approval of the Policy guidelines on Awards and Incentives for Service Excellence (*PRAISE*) of the NPC, all deserving employees will be recognized and rewarded with monetary and non-monetary incentives during the Annual Employees' Appreciation Day scheduled on 9 December 2022, for this reason the NPC sought the procurement of a lease of venue with catering on said date;

**WHEREAS**, this procurement has a Certification of Availability of Funds (*CAF*) and has been confirmed to be existing and programmed under the NPC APP with item No. 2022-0125, amounting to FOUR HUNDRED THOUSAND PESOS (P400,000.00) chargeable against Representation Expenses (*GAS-MOOE*);

**WHEREAS**, Republic Act No. 9184, also known as the Government Procurement Act, (*R.A. 9184*) allows agency to agency as an alternative mode of procurement and the 2016 Revised Implementing Rules and Regulations of *R.A. 9184* provides for the guidelines for Alternative Modes of Procurement including Agency to Agency;

**WHEREAS**, the end-user, the Human Resource Development Division (*HRDD*) submitted a Memorandum requesting for the change of modality of the procurement item Lease of Venue with Catering from Small Value Procurement to Agency to Agency. In their Memorandum, the *HRDD* indicated that the request is being made to facilitate the procurement of lease of venue with the Philippine International Convention Center (*PICC*). The request was likewise in accordance with the Administrative Order No. 136 s., 2005 which encourages all government agencies, department, and instrumentalities to utilize the *PICC* as venue for

organized/hosted meetings, workshops, seminars, conventions, and other special events. A copy of the Memorandum is attached as Annex "A";

**WHEREAS**, in view of the foregoing, the NPC Bids and Awards Committee (NPC-BAC), through its Secretariat, sent a Request for Quotation on 29 November 2022 to the PICC through its General Manager, Atty. Renato B. Padilla;

**WHEREAS**, PICC then submitted its Mayor's Permit, PHILGEPS Registration, Signed Manifestation of Compliance with Technical Specifications and its bid price of Three Hundred Ninety-Seven Thousand Two Hundred Seventy-Seven Pesos (Php 397, 277.00);

**WHEREAS**, on December 1, 2022, the PICC through its Assistant director for Marketing and Events Management Department, Ms. Leonor F. Gertes issued a Certification that PICC has the mandate to deliver the services required for the holding of Employees' Appreciation Day organized by the NPC on 9 December 2022 and the same owns the Meeting Room 2-3 needed for the event, as well as confirmed through said certification that PICC has the necessary tools and equipment required for the event, attached as Annex "B";

**WHEREAS**, on the same day as the issuance of the certificate, the NPC-BAC evaluated the submission of PICC and determined that it passed all the technical, legal, and financial requirements under RA 9184 and its 2016 Revised Implementing Rules and Regulations;

**NOW, THEREFORE**, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of LEASE OF VENUE WITH CATERING to **PHILIPPINE INTERNATIONAL CONVENTION CENTER** through agency to agency as mode, in the total amount of THREE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED SEVENTY-SEVEN PESOS (P 397, 277. 00) subject to the presentation of its original documentary requirements upon signing of the Notice of Award (NOA).

**RESOLVED** this 1<sup>st</sup> day of December 2022 via combination of on-site and videoconference meeting.

**ATTEST:**



Digitally signed by  
Milanes Rainier  
Anthony Mabias

**ATTY. RAINIER ANTHONY M. MILANES**  
Chief, CMD  
BAC Member

*On leave*

**ATTY. MA. JOSEFINA E. MENDOZA**  
Attorney IV, LD  
BAC Member



Digitally signed by Ragsag  
Jonathan Rudolph Yandan

**JONATHAN RUDOLPH Y. RAGSAG**  
Information Technology Officer II, DSTSD  
BAC Member



Digitally signed  
by Ivy Grace T.  
Villasoto

**ATTY. IVY GRACE T. VILLASOTO**  
Attorney V, PDD  
BAC Vice Chairperson

*The original of this document (containing only the BAC member's signature) is in digital format*

Ref No.: BAC-22-00770

NPC\_BAC\_RESO-V1.0, R0.0, 05 May 2021

5<sup>th</sup> Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: [info@privacy.gov.ph](mailto:info@privacy.gov.ph) Tel No. 8234-2228



Digitally signed by  
Patula Maria  
Theresita Elnar

**ATTY. MARIA THERESITA E. PATULA**

*Director IV, LEO  
BAC Chairperson*

**Approved:**



Digitally  
signed by  
Naga John  
Henry Du

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**ATTY. JOHN HENRY DU NAGA**

*Privacy Commissioner  
Head of the Procuring Entity*  
Date: \_\_\_\_\_

*The original of this document (containing only the BAC member's signature) is in digital format*

Ref No.: BAC-22-00770

NPC\_BAC\_RESO-V1.0, R0.0, 05 May 2021

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5<sup>th</sup> Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: [info@privacy.gov.ph](mailto:info@privacy.gov.ph) Tel No. 8234-2228



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NOTICE OF AWARD**

DEC 07 2022

**ATTY. RENATO B. PADILLA**  
*General Manager, PICC*

Dear **ATTY. PADILLA**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 135-2022, series of 2022, the contract for procurement of Lease of Venue with Catering (APP Item No. 2022-0125) amounting to Three Ninety-Seven Thousand Two Hundred Seventy-Seven Pesos (Php 397, 277.00), VAT inclusive, is awarded to Philippine International Convention Center, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,  
Digitally  
signed by  
Naga John  
Henry Du

**ATTY. JOHN HENRY DU NAGA**

*Privacy Commissioner*  
*Head of the Procuring Entity*

Date: DEC 07 2022

Conforme:

*Maie*  
**ATTY. RENATO B. PADILLA**  
*General Manager, PICC*

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and executed by and between:

PHILIPPINE INTERNATIONAL CONVENTION CENTER, a corporation duly organized in accordance with and registered under the laws of the Republic of the Philippines, with office at the [REDACTED] and represented herein by its General Manager, RENATO B. PADILLA, hereinafter referred to as the "FIRST PARTY";

-and-

The NATIONAL PRIVACY COMMISSION, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor Delegation Building, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner, ATTY. JOHN HENRY D. NAGA (hereinafter referred to as the "SECOND PARTY");

WITNESSETH: That -

WHEREAS, the FIRST PARTY manages and operates the Philippine International Convention Center (PICC) Complex and is empowered and authorized to lease out meeting rooms and other spaces or areas therein to interested parties;

WHEREAS, the SECOND PARTY desires to hold an event, EMPLOYEES' APPRECIATION DAY (hereinafter referred to as the "Event") on Dec 09, 2022 at the PICC Complex, and has accordingly proposed to lease from the FIRST PARTY certain room/s, space/s or area/s at the PICC Complex set forth in "Annex A" hereof, and made an integral part hereof (hereinafter referred to as the "Venue"); and

WHEREAS, the FIRST PARTY, relying on the representations made by the SECOND PARTY, is amenable in renting out the Venue to the SECOND PARTY, under the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below stated, the parties hereto do hereby agree and stipulate, as follows:

1. **Subject Matter.** This Agreement refers to the lease by the SECOND PARTY of the Venue from the FIRST PARTY to enable the former to hold the Event during the specific period/s (the "Lease Period/s") set forth in Annex A - Aggregate Charges.
2. **Aggregate Charges.** Subject to Section 5 below, the aggregate charges for the use by the SECOND PARTY of the Venue, including certain facilities and provision of certain technical services by the FIRST PARTY to the SECOND PARTY as itemized in Annex A (hereinafter referred to as the "Aggregate Charges"), plus the applicable tax on said charges, presently value-added tax (VAT), shall be shouldered by the SECOND PARTY, total of which shall be in the amount of: **Three Hundred Seventy-Four Thousand Seven Hundred Eighty-Six Pesos (374,786.00)**
3. **Additional Charges.** Apart from the Aggregate Charges, the SECOND PARTY shall be assessed the following additional charges, as solely determined by the FIRST PARTY, to wit:
  - a. For the use of PICC facilities, equipment and/or provision by the FIRST PARTY of technical services, beyond or in excess of the Lease Period/s or in addition to those originally requisitioned;
  - b. For food and beverages not included in the Aggregate Charges;
  - c. For electricity consumed by any equipment brought to the Venue or anywhere inside the PICC Complex upon prior permission of the FIRST PARTY;
  - d. For the installation of telephone, telecommunications and/or cable, TV equipment, at the Venue or anywhere inside the PICC Complex upon request by the SECOND PARTY;
  - e. For change/s in venue layout, i.e., seating arrangements, tables and furniture, etc., as requested by the SECOND PARTY vis-à-vis that which was previously instructed by the SECOND PARTY or agreed upon by the parties and which have been already put in place by the FIRST PARTY;
  - f. For authority granted by the FIRST PARTY to the SECOND PARTY to sell or distribute at the Venue or anywhere within the PICC Complex, souvenir, promotional and/or commercial items;
  - g. For authority to allow the SECOND PARTY, or a third-party designated by the SECOND PARTY, to undertake commercial photography at the Venue or anywhere within the PICC Complex, especially for moving-up, graduation or oath-taking ceremonies and the like;
  - h. By way of penalty, for bringing into (by the SECOND PARTY, its officials, staff, representatives, agents or guests) or allowing the bringing into the Venue, or anywhere inside the PICC Complex, of firearms, ammunition, inflammable, exploding and detonating materials including pyrotechnics, contraband, dangerous or prohibited drugs or substances, as well as animals, plants and substances which can or may cause harm to persons and property;

John  
ATTY. JOHN HENRY D. NAGA  
of  
ATTY. RENATO B. PADILLA

i. After proper investigation, by way of replacement cost or damage to or loss of property owned by the FIRST PARTY or third party at the Venue or other premises at the PICC Complex due to willful misconduct or gross negligence of the SECOND PARTY, its officers, employees, representatives, agents, or contractors including its guests, customers, or invitees; and/or

j. For costs incurred by the FIRST PARTY in removing, disposing or bringing out stands, signboards, signage, props, production sets and other equipment or movable property brought in by the SECOND PARTY, its officers, employees, representatives, agents or contractors including its guests, customers or invitees.

The reservation fee shall be credited as partial payment of the Aggregate Charges. Failure to pay the reservation fee on or before the aforesaid deadline shall entitle the FIRST PARTY to release the reservation without notice.

4. **Guarantee of Payment.** To guarantee the payment of the Aggregate Charges, plus applicable taxes and additional charges, the SECOND PARTY shall submit to the FIRST PARTY a Certificate of Availability of Funds, or any similar document stating that funds have been appropriated and specifically allocated for such payment, at least one (1) month prior to the holding of the Event. Failure to submit the said certificate or similar document within the aforesaid deadlines shall entitle the SECOND PARTY to release the FIRST PARTY's reservation for the Venue.

All Venue Charges, Additional Charges, and any other monetary obligation arising from or in connection with this Agreement, the SECOND PARTY hereby guarantees that the same shall be fully paid not later than ninety (90) days from receipt of the Statement of Account issued by the FIRST PARTY.

5. **Refund.** In case of any excess payment, the SECOND PARTY shall claim the refund thereof within one (1) year from receipt of the Final Notice of Refund issued by the FIRST PARTY via email or courier service unless there is a written instruction by the SECOND PARTY to the FIRST PARTY that any excess payment be applied to the next event of the SECOND PARTY. Failure to claim the refund of the excess payment within the said period shall result in its forfeiture in favor of the FIRST PARTY.

6. **Permits to Hold the Event.** The SECOND PARTY shall secure any and all permits or licenses from all government agencies/authorities, whether national or local, which may be necessary or appropriate for the staging or holding of the Event, and shall provide the FIRST PARTY with photocopies of such permits or licenses not later than five (5) days prior to such Event.

7. **Re-Scheduling/Deemed Cancelled.** For justifiable reasons, the SECOND PARTY may request the re-scheduling of the Event, provided (1) that the request is made in writing at least one (1) month prior to the original schedule of the Event, and (2) that the new schedule of the Event proposed by the SECOND PARTY is within six (6) months from the original schedule of the Event. The SECOND PARTY recognizes that such re-scheduling is subject to the availability of the Venue on the proposed re-scheduled date. If the request for re-scheduling cannot be accommodated by the FIRST PARTY because the Venue had already been reserved by another party, the SECOND PARTY's reservation shall be deemed cancelled. If deposit has been made, amount of deposit or a maximum of twenty-five percent (25%) of Aggregate Charges shall be forfeited in favor of the FIRST PARTY.

The foregoing shall not apply in case the re-scheduling is caused by force majeure or any fortuitous event. Consequently, if the re-scheduling cannot be accommodated by the FIRST PARTY, any deposit made by the SECOND PARTY shall be returned.

8. **Limitation of Actual Use & Surrender of Venue, Removal of Items Brought In.** The Lease Period/s for the Venue shall be limited to the number of hours for each day of use of each specific hall/s, room/s, counter/s facility/ies, equipment, and/or other space/s, as specifically indicated in **Annex A - Aggregate Charges**. The Venue shall immediately be caused to be vacated at the end of the Lease Period/s concerned, unless an extension is agreed upon in writing by the parties.

Stands, signboards, signage, props, production sets and other equipment or movable property brought in by the SECOND PARTY, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees, must be removed from the Venue or the PICC Complex premises within three (3) hours from the expiration of the specific Lease Period, unless this deadline is extended by the FIRST PARTY in writing. After this period, removal may be undertaken by the FIRST PARTY at the SECOND PARTY's expense, without the former assuming any responsibility for damage or injury to such equipment or movable properties.

9. **Prohibitions and Liabilities.** Unless authorized by the FIRST PARTY, the SECOND PARTY shall not (i) distribute nor sell within the Venue or other premises at the PICC Complex, any item, material or commodity of whatever kind and nature; or (ii) undertake any commercial photography in connection with the Event.

The SECOND PARTY, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees, shall not bring into the Venue or the PICC Complex, firearms, ammunition, inflammable, exploding and detonating materials, including pyrotechnics, contraband, dangerous or prohibited drugs, as well as animals, plants and substances which can or may cause harm to persons and property, as determined by the FIRST PARTY.

The SECOND PARTY shall not conduct its activities under this Agreement in such a manner as to endanger or prejudice any person or property inside the Venue and other premises at the PICC Complex, regardless of whether such person or property pertains to the FIRST PARTY, the SECOND PARTY or third parties. In the event of any loss, liability, damage or injury resulting from, or occasioned by, such activities of the SECOND PARTY, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees, the SECOND PARTY shall hold and keep the FIRST PARTY free and harmless from any such loss, liability, damage or injury, and shall fully indemnify the FIRST PARTY of any such loss, liability, damage or injury, including the costs or expenses as well as attorney's fees, incurred by the FIRST PARTY in satisfying the same or in prosecuting or defending any suit or case brought by or against the FIRST PARTY.

John  
ATTY. JOHN HENRY D. NAGA

ATTY. RENATO B. PADILLA

ATTY. JOHN HENRY D. NAGA

The SECOND PARTY shall not hold the Event in such a manner as to offend public decency and good morals, thus, in case the FIRST PARTY shall find the holding of the Event, including the display of materials therein, indecent or immoral, the latter, in its sole discretion, prevent or discontinue the holding of the Event.

After proper investigation, if the Venue or any other premises at the PICC Complex, including its facilities or equipment, shall be damaged by reason of the willful misconduct or gross negligence of the SECOND PARTY, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees as well as those persons caused to be admitted by the SECOND PARTY to attend, watch, witness or view the Event or any activity related to the Event, the SECOND PARTY shall pay the FIRST PARTY, upon demand, such sum as may be necessary to restore said premises or facilities or equipment to their original condition, ordinary wear and tear excepted.

Finally, the FIRST PARTY shall not be responsible for any damage or injury to the SECOND PARTY, its personnel or agent or to third parties arising at any time during the term of this Agreement, except when such damage or injury is caused by the FIRST PARTY's negligence, willful misconduct or breach.

10. **Maximum Capacity.** The SECOND PARTY must ensure that actual number of persons or individuals attending the Event shall not exceed the maximum capacity of the following hall/s, room/s or area/s based on type of set-up, to wit:

<u>Room/Hall, Etc.</u>	<u>Type of Set-Up</u>	<u>Maximum Capacity</u>
Meeting Room 2 & 3 (Bonifacio and Jacinto Rooms)	Round Table	220

The FIRST PARTY has the right to refuse admission of additional persons or individuals to the Venue, if maximum seating capacity of the Venue has been exceeded, regardless of whether or not those barred admission were issued tickets/invitations or any other authorization by the SECOND PARTY to enter the Venue.

11. **Filing of Archive Materials.** For archival or record purposes, the FIRST PARTY shall be provided, free of charge, with at least two (2) complete sets of documents, materials, posters, logos and hand-outs including briefs issued or to be issued for or in connection with the Event.

12. **Physical and Technical Arrangements/Lay-out Plans.** The SECOND PARTY shall submit to the FIRST PARTY, for approval, the plans for physical and technical arrangements for each hall, room, parking space, counter, and/or other space/area forming part of the Venue at least two (2) weeks before the set-up of such physical or technical facilities. Failure to do so shall authorize the FIRST PARTY to decide on behalf of the SECOND PARTY the set-up or appropriate arrangements therefor.

In the case of exhibitions, preliminary drawings of lay-out plans made to scale, booth/stand dimensions and specifications, weight of exhibit items, electrical installations and power requirements, must be submitted to the FIRST PARTY by the SECOND PARTY one (1) month before installation date for its approval.

13. **Security/Coordination with Police Authorities.** For the duration of the Event, the FIRST PARTY shall provide and maintain security for building perimeter areas of the PICC Complex and internal patrols for common areas at the PICC Complex. Deployment by the SECOND PARTY of security personnel shall be subject to the FIRST PARTY's rules on security, and proper coordination with the FIRST PARTY shall be made within a reasonable period prior to the Event. If necessary, especially in the case of concerts or live shows, the SECOND PARTY shall, at its cost, likewise coordinate with and procure the assistance of the police authorities to assure crowd control as well as peace and order within the PICC Complex and its immediate periphery.

ATTY. RENATO B. PADILLA

ATTY. JOHN HENRY D. NAGA

14. **Indemnification by FIRST PARTY.** The FIRST PARTY shall provide the SECOND PARTY with another venue of the same or similar specifications for the Lease Period/s in case the Venue originally reserved is unavailable or found to be unacceptable by the SECOND PARTY. Failure by the FIRST PARTY to deliver the Venue or an equivalent alternative on the Lease Period/s, notwithstanding compliance by the SECOND PARTY of all its obligations under this Agreement, shall obligate the FIRST PARTY to indemnify the SECOND PARTY in an amount equivalent to whatever payment was already made by the SECOND PARTY under this Agreement.

There shall be no indemnification of any kind if the FIRST PARTY's failure to deliver was due, wholly or partly, to the fault or negligence of the SECOND PARTY or if such failure was caused by force majeure or any fortuitous event. If such failure to deliver was due to force majeure or fortuitous event, the FIRST PARTY shall allow the re-scheduling of the Event at the Venue or any equivalent premises at the PICC Complex on a date mutually agreed upon by the parties.

15. **Limitation of Liability.** The FIRST PARTY shall not be liable for any consequential, incidental or indirect damage, including, but not limited to, loss of revenue or loss of economic or business opportunity, resulting from its failure to perform its obligations under the terms and conditions of this Agreement. The maximum and aggregate amount payable by the FIRST PARTY as damages for whatever reason under this Agreement shall in no circumstance exceed One Hundred Percent (100%) of the Aggregate Charges actually paid by the SECOND PARTY to the FIRST PARTY.

16. **Breach, Venue of Suit, Interest and Attorney's Fees.** In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Memorandum, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration, in accordance with the rules provided in Presidential Decree No. 424 or the Prescribing the Procedure For Administrative Settlement Or Adjudication Of Disputes, Claims And Controversies Between Or Among Government Offices, Agencies And Instrumentalities, Including Government-Owned Controlled Corporations, And For Other Purposes.

In the event of violation or breach by the SECOND PARTY of any term and condition of this Agreement, the FIRST PARTY, in addition to the remedies set forth above, shall have the right to unilaterally cancel this Agreement by giving at least twenty-four (24) hour notice to the SECOND PARTY and to exercise the appropriate legal remedies. The venue of any suit or action that may be brought to implement or enforce any term or condition of this Agreement shall be filed only with the appropriate courts of the City of Pasay.

In the event of the failure of the SECOND PARTY to pay to the FIRST PARTY any amount or charges due to the latter under this Agreement, the latter shall be entitled to interest thereon at the rate of one percent (1.0%) a month, or fraction thereof, until the same is paid in full. Likewise, in case the FIRST PARTY is constrained to engage the services of counsel to enforce or protect its rights and interest under this Agreement, the FIRST PARTY shall be entitled to collect from the SECOND PARTY a sum equivalent to twenty-five percent (25%) of the total amount due but in no case less than P 50,000.00, as and for attorney's fees.

17. **No Waiver.** Failure or delay by a Party to exercise any right or privilege prescribed in this Agreement shall not operate as a waiver thereof, nor shall the partial exercise of such right or privilege preclude the full exercise thereof.

18. **Assignment.** The SECOND PARTY shall not assign any of its rights and obligations under this Agreement to any third party, without the prior written consent of the FIRST PARTY.

19. **Successors Bound.** This Agreement shall be binding on the parties and their respective successors and authorized representatives.

20. **Entirety.** This Agreement supersedes all prior oral or written understandings between the parties with respect to the subject matter of this Agreement, and constitutes the entire contract between them with respect thereto.

21. **Representation.** The SECOND PARTY represents that it has full authority and capacity to enter into this Agreement, through its authorized signatory as indicated below; that all representations made, including documents and papers submitted and still to be submitted to the FIRST PARTY, are genuine and true and correct, and that the SECOND PARTY's signatory has been authorized to sign for and in behalf of the SECOND PARTY.

22. **Effectivity.** This Agreement shall come into force and effect on the date the signatories of the parties have signed this Agreement. This Agreement may be amended or modified only if made in writing and signed by the parties.

23. **Separability.** If any provision of this Agreement shall be invalid or unenforceable by final judgment of a competent court, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as not containing the particular invalid or unenforceable provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

ATTY. RENE TO B. PADILLA



DEC 07 2022

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this \_\_\_ day of \_\_\_\_\_ at Pasay City, M.M., Philippines.

**PHILIPPINE INTERNATIONAL CONVENTION CENTER**

(First Party)

By: ATTY. RENATO B. PADILLA

**NATIONAL PRIVACY COMMISSION**

(Second Party)

By: ATTY. JOHN HENRY D. NAGA

Signed in the presence of:

SUNNY JEAN Q. JUNIO

(Witness)

ROSALY B. SANTOS

(Witness)

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY ) s.s

MAKATI CITY

DEC 07 2022

**BEFORE ME**, a Notary Public for and in the above-stated locality, personally this \_\_\_ day of \_\_\_\_\_, appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
ATTY. RENATO B. PADILLA	[REDACTED]	
ATTY. JOHN HENRY D. NAGA		

known to me and to me known to be the very same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the entity/ies they respectively represent.

This instrument refers to an Agreement consisting of five (5) pages including the page wherein this Acknowledgment is written, plus one (1) annex, signed on each and every page thereof by the parties and their two (2) instrumental witnesses.

**WITNESS MY HAND & NOTARIAL SEAL** at the place and date first above-written.

Doc. No. 11 :  
Page No. 4 :  
Book No. 79 :  
Series of 1002

SQJ/KEM

**ATTY. ROMEO M. MONFORT**

Notary Public City of Makati  
Until December 31 2023  
Appointment No M 172 (2022-2023)  
PTR No 8852509 Jan 3 2022 Makati City  
IBP No 178089 Feb 14 2022 Pasig  
MCLE NO VI 0023417 Roll No 27932  
126 Amorsolo Street Legaspi Village  
Makati City

**ANNEX A**  
**AGGREGATE CHARGES**  
**(with Security Deposit)**

REF. NO. 12.45.2022  
**EMPLOYEES' APPRECIATION DAY**  
December 9, 2022

**A. LEASE PERIOD**

**65,010.00**

Venue	Date	Time	No. of Hours
MR 2-3 - Meeting Room 2 & 3 (Bonifacio and Jacinto Rooms)	9-Dec-22	6am - 2pm	8
MR 2-3 - Meeting Room 2 & 3 (Bonifacio and Jacinto Rooms)	9-Dec-22	2pm - 7pm	5
MR 2-3 - Meeting Room 2 & 3 (Bonifacio and Jacinto Rooms)	9-Dec-22	7pm - 9pm	2

*Inclusions:*  
Complimentary 8-hr setup without aircon (6am-2pm)  
Discount extended  
5 Reserved Parking on Dec 9, 2022  
Podium  
Basic lights and sound system  
Engineering Services  
Janitorial Services  
Sign Stands  
Three (3) Wired Microphones  
Wifi Access In The Room  
12% V.A.T in room rental charges

**B. FOOD & BEVERAGES**

**275,000.00**

Item	Rate/pax	Days	No. of Pax
Pass Around Appetizers with Buffet Dinner	1,000.00	1	220.00
Plated PM Snack with Free Flowing Coffee	250.00	1	220.00

*Note: Food and Beverage rates are inclusive of 10% service charge and 12% VAT.*

**34,776.00**

**C. TECHNICAL EQUIPMENT**

Item	Rate/pc	Days	Quantity
LED Wall (9ft x 12ft)	31,050.00	1	1.00

**AGGREGATE CHARGES**

**374,786.00**

**D. SECURITY DEPOSIT**

(for additional charges as stipulated in paragraph 3 above)

**22,491.00**

**TOTAL PACKAGE**

**397,277.00**



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: DEC 07 2022

**Philippine International Convention Center.**  
Provider



Dear GM Padilla:

Notice is hereby given to **PHILIPPINE INTERNATIONAL CONVENTION CENTER** for the commencement of the procurement for the **Lease of Venue with Catering** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Contract.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,

**ATTY. JOHN HENRY DU NAGA**  
Head of the Procuring Entity/  
Privacy Commissioner

I acknowledge receipt of this notice on Mail DEC 07 2022  
Name of the authorized representative of the Bidder ATTY. RENATO B. PADILLA  
Signature of the authorized representative \_\_\_\_\_

Ref No.: ADMIN-22-01670

NPC\_FAO\_ASD\_NTP-V1.0, R0.0, 19 August 2021