



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 019-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT FOR OFFICE RENTAL TO
PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.**

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

WHEREAS, in order to sustain its daily operations and ensure uninterrupted public service, the NPC procured and awarded to Philippine International Convention Center, Inc. (PICC) the lease contract covering office spaces with 1,685.78 sqm. floor area located at the 5th Floor Delegation Building, PICC Complex, Pasay City;

WHEREAS, such procurement is covered by an approved Multi-Year Obligational Authority (MYOA) until 31 August 2022;

WHEREAS, on 01 September 2022, the NPC Head of the Procuring Entity (HOPE) awarded another contract to PICC covering an additional area of 502.42 sqm. located at the 4th Floor of the same building, and at the same time awarded a renewed contract covering the 5th Floor office spaces of the NPC (hereinafter "Contracts"), covering the period of 1 September to 31 December 2022;

WHEREAS, on 27 December 2022, the NPC and the PICC agreed to extend the Contracts for a period of three (3) months, from 1 January 2023 to 31 March 2023;

WHEREAS, the NPC approved its FY 2023 Annual Procurement Plan (APP), which includes the procurement of Office Rental under APP Item No. 2023-0017 with the Approved Budget for the Contract of Php13,385,500.00 with Negotiated Procurement - Agency-to-Agency as mode of procurement and a contract period of five (5) months;

WHEREAS, Section 53.5 of the Revised Implementing Rules and Regulations (RIRR) of R.A. 9184 recognizes negotiated procurement through Agency-to-Agency as an alternative mode of procurement, where the procuring entity directly negotiates a contract for the procurement of goods, or services, or to undertake infrastructure projects, and consulting services with another agency;

WHEREAS, the same RIRR and the GPPB Implementing Guidelines On Agency-To-Agency Agreements provides certain conditions that the end-user must comply with to justify that the resort to Agency-to-Agency is more efficient and economical to the government;

WHEREAS, pursuant to the process indicated in Annex "H" of the RIRR of R.A. 9184, the end-user, the Administrative Services Division (ASD) has provided a Cost-Benefit Analysis why

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

Ref No.: BAC-23-00190

NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

5th 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 Tel No. 8234-2228

the resort to Agency-to-Agency is more efficient and economical to the government herein attached as "Annex A";

WHEREAS, in accordance with the process indicated in Annex "H" of the RIRR of RA. 9184, the end-user, the ASD also secured a certificate from the relevant officer of the proposed Servicing Agency that the latter complies with the conditions specified in the same Guidelines;

WHEREAS, having found the documents submitted by the end-user in order, the NPC Bids and Awards Committee (BAC) resolved on 9 March 2023, to confirm the mode of procurement for Office Rental as Agency-to-Agency in accordance with the 2023 APP and to recommend that a Request for Quotation be sent to the PICC;

WHEREAS, on 10 March 2023, a Request for Quotation (RFQ) was sent to PICC. Said RFQ was also posted at the NPC website and bulletin board for documentation purposes;

WHEREAS, on 15 March 2023, the PICC through its General Manger, Atty. Renato B. Padilla sent its quotation with a total contract price of Eleven Million Five Hundred Sixty Three Thousand Forty Eight Pesos (Php11,563,048.00) or Two Million Three Hundred Twelve Thousand Six Hundred Nine Pesos and Sixty Centavos (Php2,312,609.60) per month for five (5) months which is well within the ABC;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby **RESOLVED**, to award the contract for Office Rental (APP Item No. 2023-0017) for a period of five (5) months from April 1 to August 31, 2023 to the **PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.**

RESOLVED this 17th day of March 2023, via combination of on-site and videoconference meeting.

ATTEST:



Digitally signed by
Espanilla
Erwin Dejucos

MR. ERWIN D. ESPENILLA
HEA, OPC
BAC Member



Digitally signed by
Fabricante Marlon
Ruben Natividad

MR. MARLON RUBEN N. FABRICANTE
Chief, ASD, End-User
BAC Member



Digitally signed by
Milanes Rainier
Anthony Mabias

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



Digitally signed
by Mendoza Ma
Josefina Eusebio

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

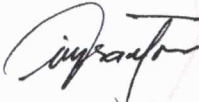
The original of this document (containing only the BAC member's signature) is in digital format

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 Digitally signed
by Ivy Grace T.
Villasoto
ATTY. IVY GRACE T. VILLASOTO
Attorney V, PDD
BAC Vice Chairperson

On Leave
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:

 Digitally
signed by
Naga John
Henry Du
ATTY. JOHN HENRY D. 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-23-00190

NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

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

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Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

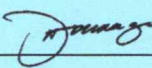
MAR 24 2023

ATTY. RENATO B. PADILLA
General Manager, PICC
Philippine International Convention Center, Inc.
PICC Complex, Pasay City

Dear Atty. Padilla:


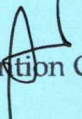
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 019-2023, series of 2023, the contract for procurement of Office Rental (App Item No. 2023-0017) amounting to **Eleven Million Five Hundred Sixty-Three Thousand Forty Eight Pesos (Php11, 563, 048.00) VAT inclusive**, is awarded to Philippine International Convention Center Inc., 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 D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: MAR 24 2023

Conforme:


ATTY. RENATO B. PADILLA
General Manager, PICC
Philippine International Convention Center
PICC Complex, Pasay City
MAR 29 2023




Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: MAR 30 2023



ATTY. RENATO B. PADILLA
General Manager
Philippine International Convention Center (PICC)
PICC Complex, 1307 Pasay City
Metro Manila, Philippines

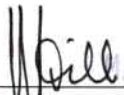

Dear Atty. **PADILLA**:

Notice is hereby given to **Philippine International Convention Center, Inc. (PICC)** for the commencement of the procurement for the **Office Rental** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Contract of Lease Agreement.

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 D. NAGA
Head Of the Procuring Entity


I acknowledge receipt of this notice on  MAR 31 2023
Name of the authorized representative of the Bidder **ATTY. RENATO B. PADILLA**
Signature of the authorized representative 

CONTRACT OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS:

This Agreement is made and entered into this 30 March 2023, in Metro Manila, Philippines, by and between:

The **NATIONAL PRIVACY COMMISSION**, a government agency mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection, with office address at 5th Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA**, (hereinafter referred to as the "NPC" or "LESSEE"),

- and -

The **PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.**, a government corporation duly organized and existing pursuant to Presidential Decree No. 520 as amended, with office address at the Philippine International Convention Center, Cultural Center Complex, Roxas Boulevard, 1307 Pasay City herein represented by its General Manager, **MR. RENATO B. PADILLA** (hereinafter referred to as the "PICC" or LESSOR");

The **LESSEE** and the **LESSOR** shall hereinafter be referred to collectively as the "**PARTIES**."

WITNESSETH, that:

WHEREAS, the NPC is in need of an office space covering more than 2,000 sqm. or can accommodate at least 200 employees including office furniture, conference rooms, ICT equipment, etc., and located within Pasay City, among others;

WHEREAS, the NPC approved its FY 2023 Annual Procurement Plan (APP), which includes the procurement of Office Rental under APP Item No. 2023-0017 with the Approved Budget for the Contract of Php13,385,500.00 with Negotiated Procurement - Agency-to-Agency as mode of procurement and a contract period of five (5) months;

WHEREAS, Section 53.5 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. (RA) 9184 recognizes negotiated procurement through Agency-to-Agency as an alternative mode of procurement, where the procuring entity directly negotiates a contract for the procurement of goods, or services, or to undertake infrastructure projects, and consulting services with another agency;

WHEREAS, on 15 March 2023, in response to a Request for Quotation from the NPC, the PICC through its General Manger, Atty. Renato B. Padilla sent its quotation with a total contract price of **Eleven Million Five Hundred Sixty-Three Thousand Forty-Eight Pesos (Php11,563,048.00)** or **Two Million Three Hundred Twelve Thousand Six Hundred Nine Pesos and Sixty Centavos (Php2,312,609.60)** per month for five (5) months which is well within the ABC;

WHEREAS, on 3 February 2023 the NPC Accountant issued Certification of Availability of Funds (CAF) amounting to **Thirteen Million Three Hundred Eighty-Five Thousand Five Hundred Pesos (PHP13,385,500.00)**. A Copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement;

CONTRACT NO. 2023- 03 - 0007

WHEREAS, the Bids and Awards Committee (BAC) recommended, through its BAC Resolution No. 019-2023, Series of 2023 dated 17 March 2023, the award of contract of lease to PICC. The BAC Resolution is hereto attached as **ANNEX "B"** and made an integral part of this Agreement;

WHEREAS, the NPC Privacy Commissioner/Head of the Procuring Entity (HoPE) issued the Notice of Award to the **LESSOR** on 24 March 2023. The Notice of Award is hereto attached as **ANNEX "C"** and made an integral part of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premise, the parties hereto have agreed, as they hereby agree, as follows:

1. This Agreement shall cover a period of **FIVE (5) MONTHS**, commencing from **APRIL 1, 2023** and expiring on **AUGUST 31, 2023**, which may be extended or renewed under RA 9184, its IRR and other issuances and such terms as may be mutually agreed by both parties.
2. The monthly rental of the Leased Premises shall be as follows:

Area/Location	Floor Area (Sqm)	Rate/Sqm	Amount	VAT	Amount w/ VAT
East Wing Banquet Hall	772.07	P 1,000.00	P 772,070.00	P 92,648.40	P 864,718.40
West Wing Banquet Hall	799.28	P 1,000.00	P 799,280.00	P 95,913.60	P 895,193.60
5 th Floor Delegation Lobby Glass Enclosed Area	114.43	P 800.00	P 91,544.00	P 10,985.28	P 102,529.28
Summit Hall Lounge	387.99	P 800.00	P 310,392.00	P 37,247.04	P 347,639.04
Glass Enclosed Area	114.43	P 800.00	P 91,544.00	P 10,985.28	P 102,529.28
TOTAL	2,188.20		P 2,064,830.00	P 247,779.60	P 2,312,609.60

The **LESSEE** shall pay a monthly rental of **TWO MILLION THREE HUNDRED TWELVE THOUSAND SIX HUNDRED NINE PESOS AND SIXTY CENTAVOS** (Php2,312,609.60), VAT inclusive, covering the period from 1 April 2023 to 31 August 2023. Rental payments shall be due and payable on or before the 10th day of the applicable month.

Provision for lighting, air-conditioning, water, telephone, internet connection, office furniture, office equipment and other utilities and amenities of the Leased Premises shall be the responsibility of, and shall be chargeable to the **LESSEE**. Water consumption charges will be based on the average number of employees and clients as mutually agreed upon by both parties.

3. All non-public confidential or proprietary information relating to NPC, whether written or oral, whether or not communicated as confidential information by NPC to PICC or any of their officials, representatives, assigns, agents and employees, which they may have access to in the course of this Agreement, shall not be disclosed to any person even after the termination of the contract.
4. The **LESSOR** shall provide the **LESSEE** with five (5) free parking spaces for the latter's government owned vehicles and six (6) free parking spaces for NPC employees. Further, the **LESSOR** shall provide the **LESSEE** a discounted parking fee rate of Forty Pesos (Php40.00) for employee's cars and Twenty Pesos (Php20.00) for employee's motorcycles.

Handwritten signature in blue ink, possibly "Jeltoni".

Handwritten signature in black ink.

5. The **LESSEE** shall use the Leased Premises exclusively as office spaces in connection with the business in which it is engaged in, as stated in the pertinent laws and regulations, and any other use of the Leased Premises may only be done upon the prior written consent of the **LESSOR**.
6. The **LESSEE** shall not, directly or indirectly, sublease, assign, transfer, convey, mortgage, or, in any way, encumber its right of lease over the Leased Premises or any portion thereof, without obtaining the prior written consent of the **LESSOR**.
7. The **LESSEE** shall, at all times and in accordance with PICC standards of appearance and maintenance, keep the Leased Premises neat, clean and in good sanitary condition; accordingly, the **LESSEE** shall undertake, at its own expense, any repair or improvement of the Leased Premises which may be necessary or appropriate to maintain the same in good condition and appearance and to respond to the proper performance of the **LESSEE's** functions; Provided, That no such repair or improvement shall be commenced without the prior written consent of the **LESSOR**.
8. The **LESSOR** must provide for the following free services and facilities: (a) janitorial and security for the common areas; (b) air-conditioning for the common areas; (c) repair and maintenance of the common areas; (d) water and light consumption in the common areas; and adequate security in the parking areas. The **LESSEE** must provide for (a) janitorial services, (b) pest control services, (c) repair and maintenance of the electrical and building services requirements of the Leased Premises.
9. The **LESSEE** shall not (a) without the **LESSOR's** prior written consent which shall not be unreasonably withheld, make any inscription or post, place, or otherwise display any sign, notice, picture, poster or any advertising matter in or about the Leased Premises or in any other place inside the PICC building; (b) bring into or store inside the Leased Premises, any inflammable, explosive or toxic goods or materials, which does not include papers, records, documents, and servers necessary for the performance of the **LESSEE's** mandate; (c) do, or cause to be done, any act or thing which will increase the insurance value of the building against fire, earthquake and other calamities, or render void the whole or part of any policy of such insurance; (d) use the lobbies, corridors and patios of the PICC building, except as passageways to go in and out of the Leased Premises; (e) conduct any commercial activity inside the Leased Premises or in any portion of the PICC building or any of its surrounding areas constituting part of the PICC Complex; and (f) indulge in any illegal, immoral or criminal activity inside the Leased Premises.
10. The **LESSEE** shall not make or permit any disturbing noise or annoying sound caused by appliances or devices, including, but not limited to, musical instruments, audio or video equipment and television sets, within the Leased Premises or permit anything to be done by itself or such other persons that will interfere with the rights, comfort, or convenience of other occupants of PICC. The **LESSOR** shall not make or permit such disturbing noise or annoying sound within the Leased Premises that would interfere with the **LESSEE's** exercise of its functions.
11. The **LESSEE** shall not be allowed to bring in catered food and beverages inside the Leased Premises, since PICC has an exclusive food concessionaire. Accordingly, it shall make arrangements with such concessionaire for the food and beverage requirements of its meetings and other events inside the Leased Premises as well as for the personal requirements of its officers and employees.
12. The **LESSEE** shall comply with the following rules and regulations of the **LESSOR** and those which may hereafter be promulgated with proper prior notice to the **LESSEE**, to wit:
- All personnel must be properly attired;

- b. Sanitation of the Leased Premises shall be emphasized, hence, no eating shall be allowed inside the offices; and
- c. The **LESSOR** shall provide air-conditioning and lighting services to the Leased Premises from 8:00 a.m. to 5:00 p.m. Overtime services of personnel on weekdays and on Saturdays, Sundays and holidays will be subject to additional power charges and must be coordinated by the **LESSEE** through a written request with the duly-authorized PICC representative.

13. After proper investigation, the **LESSEE** shall be responsible for all acts done by its agents, employees and guests entering the Leased Premises, insofar as the enforcement of the provisions of this Agreement is concerned. Accordingly, after due process and proper investigation, any damage to the Leased Premises due to the fault of the **LESSEE**, its agents, employees, guests and/or servants or third persons, who may have gained access to the Leased Premises upon the **LESSEE's** permission, shall be repaired promptly by the **LESSEE** at its own expense except when the damage or injury is caused by the guests or third persons and the **LESSEE** proves that it has exercised reasonable diligence in preventing it. Moreover, the **LESSOR** shall not be responsible for any loss or damage which the **LESSEE** may sustain in the Leased Premises, unless such loss or damage is attributable to the willful misconduct or gross negligence of the **LESSOR**, its employees or agents.

14. The **LESSOR** warrants that the Leased Premises are fit and proper for the purposes and functions of the **LESSEE**. However, nothing herein shall be construed to prohibit the **LESSOR** from making such repairs, alterations, additions or improvements in or to the Leased Premises which the **LESSOR** may deem necessary or advisable for the preservation, safety, improvement or appearance of the Leased Premises or the PICC building. Provided, That except for major repair, the **LESSOR** is not obligated to undertake such repairs, alterations, additions or improvements. Provided, further, That in the event the **LESSOR** shall undertake such repairs, alterations, additions or improvements, the **LESSOR** is obligated to ensure that the **LESSEE's** operations are not interrupted as to hinder the effective performance of the functions of the **LESSEE**. Otherwise, the **LESSEE** may terminate the contract by giving a three (3) day prior written notice to the **LESSOR**.

15. The **LESSOR**, with prior notice, verbal or written to the **LESSEE**, shall have the right to inspect or exhibit the Leased Premises at any reasonable hour of the day and to enter the same whenever it is reasonably necessary for the exercise of any of its right under this Agreement.

16. The **LESSEE** shall not bring into, or carry out of, the Leased Premises or the PICC building, any office equipment, furniture or package without securing the prior written clearance of the **LESSOR**. Provided, that the **LESSOR** reserves the right to prescribe restrictions as to weight and kind of any such equipment, furniture or package to be allowed inside the Leased Premises. The designation of such equipment or furniture shall be agreed upon by the **LESSOR** and the **LESSEE** taking into consideration the limitations of the former and the needs of the latter.

17. In the event that the **LESSOR** decides (i) to demolish or make alterations in the building or in the general area where the Leased Premises are located, or (ii) to use any portion of the Leased Premises for its own purposes, the **LESSOR** may terminate this Agreement by giving the **LESSEE** prior written notice of at least thirty (30) days. In such a case, the **LESSOR** may remove from the Leased Premises all personal property located therein with the prior consent of the **LESSEE**, and place the same in storage at the expense and risk of the **LESSEE** or any other owner of such property.

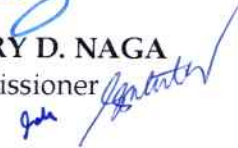
18. If the monthly rental herein stipulated, or any part thereof, or any charges arising from the use of the Leased Premises, shall at any time be in arrears or unpaid, or if the **LESSEE** shall, at any time, fail or neglect to perform or comply with any covenant, condition, restriction or any other stipulation of this Agreement, or if the **LESSEE** shall become bankrupt or insolvent or take steps leading thereto or shall compound with its creditors, then, in any of such cases, this Agreement may be cancelled or terminated by the **LESSOR**, after a prior written notice of at ten (10) working days to the **LESSEE**, and the Leased Premises shall be vacated peacefully by the **LESSEE**.
19. In the event that the **LESSEE** leaves or abandons the Leased Premises prior to the expiration of this Agreement, the **LESSOR** may relet the same, or any part thereof, under such terms and conditions as the **LESSOR** may deem proper and convenient. Provided, That all amounts thus realized, shall, after paying expenses of repossession and collection, be applied to any unpaid rentals and damages payable by the **LESSEE** to the **LESSOR** under the terms of this Agreement. Provided, further, That such reletting or receipt of rental shall not operate as waiver by the **LESSOR** of its right to cancel or terminate the lease at any time or of any other right of the **LESSOR** under this Agreement.
20. In the event that the Leased Premises are damaged or rendered untenable by fire or other unavoidable casualty, the **LESSOR** may, at its option, terminate this Agreement or repair the damage to the Leased Premises. Provided, That in case the **LESSOR** opts for such repair, the payment of rental shall be suspended during the period of repair. Provided, further, That if the damage is the result of any fault or negligence on the part of the **LESSEE** or any of its employees, agents, clients, customers or guests, the agreed rental shall remain due and payable. Provided, further, That if the damage is the result of any fault or negligence on the part of the **LESSOR** or any of its employees, agents, clients, customers or guests, it shall be liable to any damage caused to the **LESSEE**. Provided, finally, That if the destruction is the result of the fault or negligence on the part of **LESSEE's** clients, customer and guest, the agreed rental shall remain payable, unless the **LESSEE** could show that preventive measures and internal control mechanisms had been put in place by the **LESSEE**.
21. The **LESSOR** shall be responsible for the security of the PICC building complex. Accordingly, it shall screen any person, or inspect any vehicle entering any gate or main entrance to the said complex. On the other hand, the **LESSEE** shall be responsible for maintaining security and order inside the Leased Premises.
22. The **LESSEE** shall remove all furniture, fixtures, equipment, stocks, merchandise and all other property belonging to it and located within the Leased Premises by 12:00 midnight of the last day of the term of the lease. Provided, That if thereafter, the **LESSOR** shall find any personal property inside the Leased Premises, the second sentence of Section 17 hereof shall apply.
23. Except in cases of the **LESSOR's** own negligence or willful action, or that of its officers, employees, or agents, the **LESSOR** shall not be liable to the **LESSEE**, its employees, agents, clients or guests for any loss, damage or injury occasioned by, or arising from, the malfunctioning of the plumbing, gas, electrical and water supply systems of the Leased Premises due to the act or omission of the **LESSEE**, its employees, agents, clients or guests. Moreover, the **LESSEE** shall keep the **LESSOR** free and harmless of any claim or liability resulting from any loss, damage or injury to any person or property that may be caused by the **LESSEE's** employees, agents, clients or guests, or by the machinery, equipment or devices installed by the **LESSOR** on the Leased Premises; provided, however, that such loss, damage or injury is not attributable to the fault or negligence of the **LESSOR**, its employees, agents, clients or guests.

24. If the Leased Premises are not surrendered at the end of the term of the lease, the **LESSEE** shall be responsible to the **LESSOR** for all damages which the **LESSOR** shall suffer by reason thereof and shall indemnify the **LESSOR** against all claims made by any succeeding tenant against the **LESSOR** resulting from any failure or delay of the **LESSOR** in delivering possession of the Leased Premises to such succeeding tenant.
25. The **LESSEE** acknowledges that the PICC is an international convention center which holds international events organized and hosted by the Philippine Government. Accordingly, the **LESSEE** agrees to declare non-working holidays for its officers and employees whenever the security requirements of such events warrant their declaration.
26. The **LESSEE** hereby recognizes the **LESSOR's** absolute right to sell or dispose of the Leased Premises, and in the event of sale or disposal thereof, the **LESSOR** shall give at least thirty (30) days' prior notice to the **LESSEE** to afford the latter time to negotiate with the purchaser of the Leased Premises for the recognition of its rights under this Agreement.
27. The payment of the rental herein stipulated shall be made promptly, and without the necessity of demand or notice whatsoever. Any rental due and unpaid within the stipulated date of payment shall bear a penalty interest equivalent to one percent (1%) of the amount due for every month or fraction of a month's delay.
28. The **LESSOR's** acceptance of rentals or failure to require strict compliance with any term, condition, or stipulation of this Agreement shall not be deemed a relinquishment or waiver of any right or remedy that said **LESSOR** may have, nor shall it be construed as waiver of any subsequent breach or default of any term, condition and covenant contained herein, which shall be deemed in full force and effect. No waiver by the **LESSOR** shall be deemed to have been made, unless expressed in writing and signed by the **LESSOR**.
29. The monthly rental herein agreed shall be subject to proportionate upward adjustment from time to time, in the event of extraordinary decrease in the effective value of the purchasing power of the Philippine currency, in accordance with the Revised Guidelines on Price Escalation issued by the GPPB.
30. Being government entities, the Parties mutually undertake to resolve any and all disputes arising from this Agreement in good faith and in the spirit of cooperation and amity. 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. 242 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 Or Controlled Corporations, And For Other Purpose in connection with the pertinent provisions of Executive Order No. 292 (Administrative Code of 1987).
31. The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Agreement. In the event of conflict between the terms of this Agreement and all relevant Annexes, the terms of this Agreement shall prevail.
32. This Agreement shall be construed under the laws of the Republic of the Philippines. If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused their respective representative to affix their signatures upon this instrument at the place and date above-stated.

NATIONAL PRIVACY COMMISSION

By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner 


JENSEN JOY L. BALLICUD
Accountant III

**PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC.**

By:


ATTY. RENATO B. PADILLA
General Manager


ROBERTO A. GARCIA
Deputy General Manager

Signed in the Presence of:


MARLON RUBEN N. FABRICANTE
Signature over Printed Name


DOMINGO GLENN FULGENCIO L. PELONIO
Signature over Printed Name

ACKNOWLEDGMENT

BERORE ME, a Notary Public for and in the City of Pasay, Philippines, personally appeared the following:

NAME	GOVERNMENT-ISSUED ID
ATTY. JOHN HENRY D. NAGA	[REDACTED]
ATTY. RENATO B. PADILLA	

[Handwritten scribble]

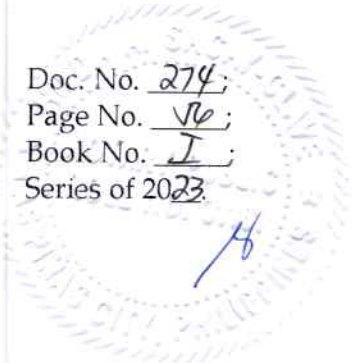
Known to me to be the same persons who executed the foregoing Contract of Lease. They acknowledged that the same is their true act and voluntary will and deed as well as the true will and deed of the entities they represent. The foregoing instrument consists of ~~THIRTEEN~~ (13) pages, including this page where the acknowledgment is written, and has been signed by the authorized representatives of the parties on the space above their names and on all pages at their margins, including their witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ___ day of 28 APR 2023 at the City of Pasay, Metro Manila, Philippines.

LAS PIÑAS CITY, M. M.L.A.

NOTARY PUBLIC
HILDA A. SACAY - CLAVE
 NOTARY PUBLIC FOR LAS PINAS CITY
 COMMISSION NO. LP-22-038
 UNTIL DECEMBER 31, 2024
 ROLL NO. 31181
 IBP LM NO. 015566/1-04-17/MANILA IV
 PTR NO 12459467/1-03-23/1 AS PINAS CITY

Doc. No. 274;
 Page No. 16;
 Book No. I;
 Series of 2023.



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