



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 062-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT
FOR THE PROCUREMENT OF OFFICE RENTAL**

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 line with this, the NPC continually expands its services and its manpower to sustain its daily operations and ensure that regardless of a restrictive environment brought about by COVID-19, there is no interruption in the provision of services;

WHEREAS, to comply with the current issuances pertaining to work arrangements, the Administrative Services Division (ASD) proposes the renewal of office space to accommodate the current number of employees who are required to report for work and ensure that social distancing is still practiced/implemented;

WHEREAS, the office space rental contract was awarded by the Head of the Procuring Entity (HoPE) and the NPC Bids and Awards Committee (BAC) last 30 August 2019 for a period of three (3) years or until 31 August 2022;

WHEREAS, the NPC approved its FY 2022 Annual Procurement Plan (APP), which includes the procurement of Office Rental under APP Item No. 2022-0006 with the Approved Budget for the Contract of P 6,230,642.88;

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 several 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 IRR of R.A. 9184, the end-user, the ASD has provided Justification why the resort to Agency-to-Agency is more efficient and economical to the government herein attached as "Annex A",

Ref No.: BAC-22-00178

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

WHEREAS, in the said Justification, the ASD mentioned that the NPC, for the last three (3) years have procured various improvements and fixture in line with its function and mandate. The total cost of investment to the current office space set up was P 45,922,413.05;

WHEREAS, the NPC has an existing contract with PLDT and Converge for telephone and internet service, respectively, and office transfer will surely disrupt the said services as the [NPC] will need to re-apply an check if the new office is within the range of the said service providers;

WHEREAS, the end-user likewise submitted a Certification that the proposed servicing agency, the Philippine International Convention Center (PICC) complies with the conditions set by the NPC, herein attached as "Annex B";

WHEREAS, a Request for Quotation (RFQ) was sent to the PICC on 10 August 2022;

WHEREAS, in response to said RFQ, the PICC, submitted the responsive quotation with a bid price of P 6,174,251.76;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby **RESOLVED**, to recommend the award for the procurement of Office Rental to **PHILIPPINE INTERNATIONAL CONVENTION CENTER** with Agency-to-Agency as the mode of procurement with a total contract price of Six Million One Hundred Seventy-Four Thousand Two Hundred Fifty-One Pesos and seventy-six centavos (P 6,174,251.76).

RESOLVED this 11th day of August 2022, via combination of on-site and videoconference meeting.


ATTEST:


Digitally signed by Ragsag
Jonathan Rudolph Yandan
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member



Digitally signed by
Mendoza Ma Josefina
Eusebio
Date: 2022.08.17
10:35:17 +08'00'
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member


Digitally signed
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Rainier Anthony
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ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member

On official business
ATTY. IVY GRACE T. VILLASOTO
Attorney V, PDD
BAC Vice Chairperson


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Maria Theresta Elnar
Date: 2022.08.16 20:42:57
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ATTY. MARIA THERESTA E. PATULA
Director IV, LEO
BAC Chairperson

APPROVED:


ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: AUG 22 2022

Ref No.: BAC-22-00178

The original of this document (containing only the BAC member's signature) is in digital format
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

MEMORANDUM

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

SUBJECT : **ASSESSMENT/COST BENEFIT ANALYSIS (CBA) FOR THE
RENEWAL OF OFFICE RENTAL FOR THE NATIONAL PRIVACY
COMMISSION (NPC)**

DATE : 14 July 2022

This is to respectfully transmit the Assessment/Cost-Benefit Analysis as a requirement for the renewal of our Office Rental.

Attached are the following:

- Annex A: Assessment/Cost Benefit Analysis
- Annex B: Scope of Work

For your approval, please.


MARLON RUBEN N. FABRICANTE
Chief, ASD

Recommending Approval By:


ATTY. MANUEL C. SATUITO
Director IV, FAO

Approved Disapproved


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

CERTIFICATION

This is to certify that the Philippine International Convention Center (PICC) Office spaces located at the 5th floor of the Delegation building described as East Banquet Hall (772.07 sqm), West Banquet Hall (799.28 sqm) and Lobby Glass Enclosed Area (114.43 sqm) complies with the following conditions set by the National Privacy Commission:

- a. The Office Space/s that is **located within Pasay City**;
- b. The Office Space/s that is publicly-owned real property.
- c. The capacity of the space **should be able to accommodate 120 employees including office furniture, conference rooms, ICT equipment, etc.**
- d. The office space/s should have **sufficient industrial type air-conditioning and lighting facilities** that can be used from Monday to Friday from 8:00 AM to 5:00 PM or during weekend/s or holiday as requested by the Commission
- e. It has **exclusive access** to sanitary facilities (e.g. *adequate comfort rooms and lavatories separate for male and female employees including PWD-friendly comfort room*);
- f. The office space must have access to functional elevators such as guest elevator and service elevators and in cases that the elevator is not functioning it should be accessible via stairs;
- g. The office space must have easy access to emergency exits that is functional and can easily be found during emergency situations
- h. The provider can arrange for parking slots for the official vehicles of the Commission
- i. The provider must be able to consistently comply with relevant local and national issuances for buildings and establishment

This certification is being issued upon the request of the National Privacy Commission relative to the procurement of Office Rental at the PICC.

Issued this 9 day of August 2022.



RENATO B. PADILLA
General Manager



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

AUG 22 2022

ATTY. RENATO B. PADILLA

General Manger

Philippine International Convention Center
Pasay City, Metro Manila

Dear **Atty. Padilla**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 062-2022 series of 2022, the contract for procurement of Office Rental amounting to **Six Million One Hundred Seventy-Four Thousand Two Hundred Fifty-One Pesos and Seventy Six Centavos (Php 6,174,251.76) 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,

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

Head of the Procuring Entity

Date: AUG 22 2022

Conforme:

ATTY. RENATO B. PADILLA

General Manger

Philippine International Convention Center

Pasay City, Metro Manila

Date: AUG 31 2022

Ref No.: BAC-22-00181

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

RENEWAL CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered into on this August 31, 2022, at Pasay City, 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, Roxas Blvd., Pasay, Metro Manila, represented herein by its Privacy Commissioner, **Atty. JOHN HENRY D. NAGA**, (hereinafter referred to as the "**NPC or LESSEE**"),

- and the -

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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, represented herein by its General Manager, **Mr. RENATO B. PADILLA**, (hereinafter referred to as the "**LESSOR**")

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

WITNESSETH: That -

WHEREAS, the **LESSOR** and the **LESSEE** entered into a Contract of Lease on August 30, 2017 (hereinafter referred to as the "Lease Contract"), covering 1,700.37 square meters of office spaces at the Philippine International Convention Center (hereinafter referred to as the "Leased Premises") for a one (1)-year period (December 1, 2017 to December 1, 2018), which contract was notarized by Notary Public Giovannaelyn M. Quicoy-Marin and entered into her Notarial Register as Doc. 999, Page No. 21, Book 32, Series of 2017;

WHEREAS, the Lease Contract was amended by the parties pursuant to the Amendatory Agreement dated August 24, 2018, whereby the Leased Premises was reduced to 1,571.35 square meters, covering the period January 1, 2018 to December 31, 2018, which agreement was notarized by Notary Public Victor C. Estrada and entered into his Notarial Register as Doc. 269, Page No. 11, Book 55, Series of 2018;

WHEREAS, the **LESSEE** has extended the Lease Contract for six (6) months, covering the period from January 1, 2019 to June 30, 2019, under the same terms and conditions, and the **LESSOR** has agreed to such extension, provided that the discounted fixed parking fee rate will be Forty Pesos (P40.00) for employee's cars and Twenty Pesos (P20.00) for employee's motorcycles, which agreement was notarized by Notary Public Victor C. Estrada and entered into his Notarial Register as Doc. 423, Page No. 86, Book 10, Series of 2019;

WHEREAS, the **LESSEE** has again extended the Lease Contract for a period of six (6) months, covering the period July 1, 2019 to December 31, 2019, under the same terms and conditions, and the **LESSOR** has agreed to such extension;

WHEREAS, the **LESSEE** informed the **LESSOR** that on August 19, 2019, the Department of Budget and Management (DBM) has issued to the **LESSEE** a multi-year contractual authority to cover the rental expenses for office spaces at the Philippine International Convention Center

Victor C. Estrada

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(PICC) from September 1, 2019 to August 31, 2022, under an increased rental rate;

WHEREAS, the **LESSEE** has proposed to the **LESSOR** that the Renewal Contract of Lease dated November 27, 2019 be renewed under the same terms and conditions for four (4) months, covering the period September 1 to December 31, 2022, and the **LESSOR** has accepted to such proposal;

WHEREAS, on 19 July 2022, the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting to *Six Million Two Hundred Thirty Thousand Six Hundred Forty Two Pesos and Eighty Eight Centavos (Php6, 230,642.88)*. A copy of the CAF is hereto attached as Annex A and made an integral part of this Agreement;

WHEREAS, the Bids and Awards Committee (BAC) recommended, through its BAC Resolution No. 062-2022, Series of 2022 dated 11 August 2022, the award of contract of lease to PICC. The BAC Resolution be made an integral part of the contract attached as "Annex B"; and

WHEREAS, the NPC Privacy Commissioner/Head of the Procuring Entity (HoPE) issued the Notice of Award to the **LESSOR** on 22 August 2022.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed, as follows:

1. The Lease Contract shall cover a period of **FOUR (4) MONTHS**, commencing from **SEPTEMBER 1, 2022** and expiring on **DECEMBER 31, 2022**, 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 825.00/sqm	P 636,957.75	P 76,434.93	P 713,392.68
West Wing Banquet Hall	799.28	P 825.00/sqm	P 659,406.00	P 79,128.72	P 738,534.72
5 th Floor Delegation Lobby Glass Enclosed Area	114.43	P 715.00/sqm	P 81,817.45	P 9,818.09	P 91,635.54
Total	1,685.78		P 1,378,181.20	P 165,381.74	P 1,543,562.94

The **LESSEE** shall pay a monthly rental of **ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-ONE PESOS** and 20/100 (P 1,378,181.20) plus twelve percent (12%) VAT from September 1, 2022 to December 31, 2022. 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. The **LESSEE** shall remit, or direct credit, to the **LESSOR's** bank account a security deposit equivalent to **THREE (3) MONTH'S RENTAL** to answer for any obligations of the **LESSEE** arising out of, or in connection with, this Agreement, of which the **LESSOR**

became aware of only after the expiration of this Agreement. Said security deposit, less any charges thereon, shall be returned to the **LESSEE** within sixty (60) days from expiration/termination of this Agreement.

4. In the course of the undertaking between the **PARTIES**, any data received by one from the other shall be treated as confidential information, which may not be disclosed to any person without authority from the other **PARTY** subject to exceptions enumerated in the Non-Disclosure Agreement referred to in Section 7 hereof. Further, should there be any data containing personal and sensitive personal information received by any **PARTY**, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations (IRR) and other issuances.
5. All other terms and conditions of the Lease Contract dated 30 August 2017, that are not contrary to, or inconsistent with, the provisions of this Agreement are deemed incorporated in, and form integral parts of this Agreement, *to wit*:
- a. The **LESSOR** shall provide the **LESSEE** with additional five (5) free parking spaces for the latter's government owned vehicles. The **LESSOR** shall provide the **LESSEE** a discounted parking fee rate of Forty Pesos (P 40.00) for employee's cars and Twenty Pesos (P 20.00) for employee's motorcycles.
 - b. 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 as well as in its letter of application for lease, and any other use of the Leased Premises may only be done upon the prior written consent of the **LESSOR**.
 - c. 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**.
 - d. 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**.
 - e. 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.
 - f. 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

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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.

- g. 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.
- h. 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.
- i. 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:
1. All personnel must be properly attired;
 2. Sanitation of the Leased Premises shall be emphasized, hence, no eating shall be allowed inside the offices; and
 3. 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.
- j. 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.
- k. 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

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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**.

1. 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.
- m. 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.
- n. 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.
- o. 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**.
- p. 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.
- q. 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

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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.

- Handwritten signature: *M. M. M.*
- r. 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.
 - s. 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.
 - t. 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.
 - u. 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.
 - v. 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.
 - w. 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.
 - x. 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.
 - y. 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
- Handwritten signature: *g. L. M.*
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force and effect. No waiver by the LESSOR shall be deemed to have been made, unless expressed in writing and signed by the LESSOR.

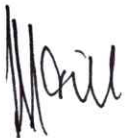
- z. The monthly rental herein agreed shall be subject to proportionate upward adjustment from time to time, in the event of extraordinary decrease in the effective value of the purchasing power of the Philippine currency, in accordance with the Revised Guidelines on Price Escalation issued by the GPPB.
- aa. Being government entities, the Parties mutually undertake to resolve any and all disputes arising from this Contract 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).
- bb. The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Contract. In the event of conflict between the terms of this Contract and all relevant Annexes, the terms of this Contract shall prevail.
- cc. 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.

PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC.

NATIONAL PRIVACY
COMMISSION

By:



RENATO B. PADILLA
General Manager

By:



ATTY. JOHN HENRY DU NAGA
Privacy Commissioner *gn*

SIGNED IN THE PRESENCE OF:



ROBERTO A. GARCIA
Deputy General Manager



MARLON RUBEN N. FABRICANTE
Chief, ASD

ACKNOWLEDGMENT

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

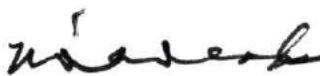
BEFORE ME, a Notary Public for and in the City of Pasay, Philippines, personally appeared:

MR. RENATO B. PADILLA, in his capacity as General Manager of the Philippine International Convention Center, Inc., with his [redacted] and **ATTY. JOHN HENRY DU NAGA**, in his capacity as Privacy Commissioner and Chairman of the National Privacy Commission, with his [redacted] both known to me and to me known to be the same persons who executed the foregoing instrument and 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 three (3) pages, including this page wherein the acknowledgment is written, and has been signed on all pages by the parties thereto and their instrumental witnesses.

WITNESS MY HAND AND SEAL on this OCT 6 2022 day of _____, 2022, in the City of Pasay, Philippines.

Notary Public



ATTY. VICTOR C. ESTRADA

Notary Public for and in the City of Pasay

Commission No. 19-03

Untill December 31, 2022

Roll of Attorneys No. 27218

PTR OR No. PC7700268;1/5/2022;Pasay C

IBP OR No. 171724;1/4/2022;Pasig City

MCLE No. VII-0021858 until 4-14-2025

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Series of 2022





Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: SEP 01 2022

ATTY. RENATO B. PADILLA

General Manager

Philippine International Convention Center (PICC)

PICC Complex, 1307 Pasay City

Metro Manila, Philippines

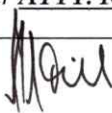
Dear Atty. **PADILLA**:

Notice is hereby given to **Philippine International Convention Center (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 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 SEP 01 2022
Name of the authorized representative of the Bidder ATTY. RENATO B. PADILLA
Signature of the authorized representative 

Ref No.: ADMIN-22-00999

NPC_FAO_ASD_NTP-V1.0, R0.0, 19 August 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