



BIDS AND AWARDS COMMITTEE
BAC Resolution No. 127-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
OFFICE RENTAL
(APP Item No. 2024-0024)**

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, to sustain its daily operations and ensure uninterrupted public service, the NPC procured and awarded to the Philippine International Convention Center, Inc. (PICC) the lease contract covering office spaces with 2,000 sqm. or can accommodate at least 200 employees including office furniture, conference room, ICT equipment's, etc;

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 Delegation Building, and at the same time awarded a renewed contract covering the 5th Floor office spaces of the NPC (hereinafter "Contracts"), covering the period from 01 September to 31 December 2022;

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

WHEREAS, on 17 March 2023, the NPC through a Resolution of its Bids and Awards Committee resolved to award the contract of Office Rental for a period of five (5) months from April 1 to August 31, 2023 to the PICC through Agency-to-Agency procurement for the amount of Php11,563,048.00 or Php2,312,609.60 per month;

WHEREAS, this contract was approved for extension of one (1) month from 01 September 2023 to 30 September 2023 and a second extension from 1 October 2023 to 31 October 2023;

WHEREAS, on 23 October 2023, the NPC-BAC resolved to recommend the third extension of the contract of Office Rental from 01 November 2023 to 30 November 2023 through BAC Resolution No. 085-2023, Series of 2023;

WHEREAS, on 21 November 2023, the NPC-BAC resolved to recommend the fourth extension of the contract of Office Rental from 01 December 2023 to 31 December 2023 through BAC Resolution No. 098-2023, Series of 2023;

WHEREAS, on 29 December 2023, a Request for Quotation (RFQ) was sent to PICC.

WHEREAS, on 29 December 2023, the PICC through its General Manager, Atty. Renato B. Padilla sent its quotation with a total contract price of Twenty-Seven Million Seven Hundred Fifty-One Thousand Three Hundred Fifteen Pesos and Twenty Centavos (Php27,751,315.20).

WHEREAS, a Certification of Availability of Funds was issued certifying that funds are available to cover the cost for one (1) year contract of office rental covering the period from 01 January 2024 to 31 December 2024 amounting to Thirty Million Seventy Thousand Pesos (Php30,070,000.00) chargeable against Rents - Building and Structures (GAS-MOOE), under the National Expenditure Program for FY 2023, programmed in the NPC 2024 Indicative APP;


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, having found that the documents submitted by the end-user to be in order, the NPC Bids and Awards Committee (BAC) resolved to award the contract for office rental with the PICC;


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** of the NPC for one (1) year from 01 January 2024 to 31 December 2024, for a total contract price of Twenty-Seven Million Seven Hundred Fifty-One Thousand Three Hundred Fifteen Pesos and Twenty Centavos (Php27,751,315.20).

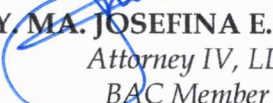
RESOLVED this 29th day of December 2023, via combination of on-site and videoconference meeting.

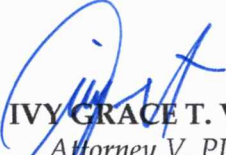
ATTEST:



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

On Official Business
MR. ERWIN D. ESPENILLA
HEA, OPC
BAC Member


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


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


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


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

APPROVED:



ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

Head of the Procuring Entity

Date: JAN 02 2024



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD

Date Issued: **JAN 02 2024**

ATTY. RENATO B. PADILLA

General Manager

Philippine International Convention Center, Inc.
PICC, Vicente Sotto Avenue, 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. 127-2023 series of 2023, the contract for procurement of **OFFICE RENTAL** amounting to **Twenty-Seven Million Seven Hundred Fifty-One Thousand Three Hundred Fifteen Pesos and Twenty Centavos (Php27,751,315.20)** 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,

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
JAN 02 2024

Conforme:

ATTY. RENATO B. PADILLA
General Manager
Philippine International Convention Center, Inc.
PICC, Vicente Sotto Avenue, Pasay City, Metro Manila
Date: **JAN 02 2024**



NOTICE TO PROCEED

Date Issued: JAN 02 2024


ATTY. RENATO B. PADILLA
General Manager
Philippine International Convention Center, Inc.
PICC Complex, Roxas Boulevard, 1307
Pasay City

Dear Atty. **PADILLA**:

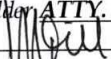
Notice is hereby given to **PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.** for the commencement of the procurement for the **Office Rental** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Memorandum of 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/Privacy Commissioner



I acknowledge receipt of this notice on JAN 02 2024
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 Memorandum of Agreement made and entered into by and between:

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

- and -

Padilla
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, **ATTY. 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 Indicative Annual Procurement Plan (IAPP) for FY 2024, which includes the procurement of Office Rental under APP Item No. 2024-0024 with the Approved Budget for the Contract of ₱30,000,000.00 with Negotiated Procurement - Agency-to-Agency as mode of procurement and a contract period of one (1) year;

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 28 December 2023 the NPC Accountant issued Certification of Availability of Funds (CAF) amounting Thirty Million Pesos (Php30,000,000.00). A Copy of the CAF is hereto attached as **ANNEX "A"** and made an integral part of this Agreement;

WHEREAS, on 29 December 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 **Twenty-Seven Million Seven Hundred Fifty-One Thousand Three Hundred Fifteen Pesos and Twenty Centavos (₱27,751,315.20)** or **Two Million Three Hundred Twelve Thousand Six Hundred Nine Pesos and Sixty Centavos (₱2,312,609.60)** per month for one (1) year which is well within the ABC;

CONTRACT NO. 2024 - 01 - 0003

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WHEREAS, the Bids and Awards Committee (BAC) recommended, through its BAC Resolution No.127-2023, Series of 2023 dated 29 December 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 02 January 2024. 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. **Term of Lease.** This Agreement shall cover a period of **ONE (1) YEAR**, commencing from **1 JANUARY 2024** and expiring on **31 DECEMBER 2024**, 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. **Location.** The location of the office to be leased is at the Delegation Building of the Philippine International Convention Center, Cultural Center Complex, Roxas Boulevard, Pasay City.
3. **Purpose.** 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**.
4. **Rental fee.** The monthly rental of the Leased Premises shall be as follows:

| Area/Location | Floor Area (Sqm) | Rate/Sqm | Amount | VAT | Amount w/ VAT |
|--|------------------|------------|----------------------|--------------------|----------------------|
| 5 th Floor East Wing Banquet Hall | 772.07 | ₱ 1,000.00 | ₱ 772,070.00 | ₱ 92,648.40 | ₱ 864,718.40 |
| 5 th Floor West Wing Banquet Hall | 799.28 | ₱ 1,000.00 | ₱ 799,280.00 | ₱ 95,913.60 | ₱ 895,193.60 |
| 5 th Floor Delegation Lobby Glass Enclosed Area | 114.43 | ₱ 800.00 | ₱ 91,544.00 | ₱ 10,985.28 | ₱ 102,529.28 |
| 4 th Floor Summit Hall Lounge | 387.99 | ₱ 800.00 | ₱ 310,392.00 | ₱ 37,247.04 | ₱ 347,639.04 |
| 4 th Floor Glass Enclosed Area | 114.43 | ₱ 800.00 | ₱ 91,544.00 | ₱ 10,985.28 | ₱ 102,529.28 |
| TOTAL | 2,188.20 | | ₱2,064,830.00 | ₱247,779.60 | ₱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 (₱2,312,609.60)**, VAT Inclusive, covering the period from 1 January 2024 to 31 December 2024. Rental payments shall be due and payable on or before the 10th day of the applicable month.

5. **Utilities/Facilities.** The **LESSEE** shall be responsible for the provision for lighting, drinking water, telephone, internet connection, office furniture, office equipment and other utilities and amenities of the Leased Premises. Water and electricity consumption charges will be

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based on the average number of employees and clients as mutually agreed upon by both **PARTIES**.

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.

6. **Parking requirements.** The **LESSOR** shall provide the **LESSEE** with corresponding parking spaces for all its twelve (12) government-owned vehicles, free of parking fee charges. Further, the **LESSOR** shall provide the **LESSEE** a discounted parking fee rate of Forty Pesos (₱40.00) for employee's cars and Twenty Pesos (₱20.00) for employee's motorcycles.
7. **Assignment of Lease/Sublease.** The **LESSEE** shall not directly or indirectly sublet, allow, or permit the leased premises to be occupied in whole or in part by any person, firm, or corporation, neither shall the **LESSEE** assign its rights hereunder to any other person or entity and no right of interest thereto or therein shall be conferred on or vested in anyone by the **LESSEE** without the **LESSOR'S** written approval.
8. **Maintenance of Leased Premises.** 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, at its own expense.

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The **LESSOR** shall 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. **Security.** 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.

10. **Prohibitions.**

a. The **LESSEE** shall not, without the **LESSOR'S** prior written consent, which shall not be unreasonably withheld: (a) 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.

b. 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,

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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.


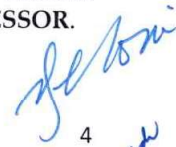

c. The LESSEE shall not bring into, or carry out of, the Leased Premises or the PICC building, any office equipment, furniture or package without securing the prior written clearance of the LESSOR. Provided, that the LESSOR reserves the right to prescribe restrictions as to weight and kind of any such 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.

11. **Catering Services.** 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. **Compliance with rules and regulations.** The LESSEE shall comply with all reasonable rules and regulations promulgated by the LESSOR and those which may hereafter be promulgated with proper prior notice to the LESSEE, including regulations, ordinances, laws and codes made by the duly constituted authorities of the City or National Government arising from or regarding the use, occupancy, sanitation, and safety of the Leased Premises. Failure to comply with any of the rules, regulations, ordinances and laws as above-mentioned shall make the LESSEE solely responsible and liable civilly and/or criminally.
13. **Warranties and Representatives.** The LESSOR hereby warrants that, to the best of its knowledge and belief, the office space provided under this Agreement is in compliance with all applicable laws, regulations, and building codes as of the commencement date of this lease. The LESSOR further assures that the office space is suitable for the purpose of conducting business activities and will be delivered to the LESSEE in a clean and well-maintained condition.

Additionally, the LESSOR warrants that it holds the legal right to lease the office space and that there are no existing violations, claims, or disputes that would hinder the LESSEE's use of the premises during the lease term.


14. **Inspection of Premises.** The LESSOR, with prior notice written notice of at least five (5) working days to the LESSEE, shall have the right to inspect or exhibit the Leased Premises at the schedule indicated in the written notice and to enter the same whenever it is reasonably necessary for the exercise of any of its right under this Agreement.
15. **Improvements and Repairs.** 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.

The LESSOR may make 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. 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.

 
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based on the average number of employees and clients as mutually agreed upon by both **PARTIES**.

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.

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6. **Parking requirements.** The **LESSOR** shall provide the **LESSEE** with corresponding parking spaces for all its twelve (12) government-owned vehicles, free of parking fee charges. Further, the **LESSOR** shall provide the **LESSEE** a discounted parking fee rate of Forty Pesos (₱40.00) for employee's cars and Twenty Pesos (₱20.00) for employee's motorcycles.
 7. **Assignment of Lease/Sublease.** The **LESSEE** shall not directly or indirectly sublet, allow, or permit the leased premises to be occupied in whole or in part by any person, firm, or corporation, neither shall the **LESSEE** assign its rights hereunder to any other person or entity and no right of interest thereto or therein shall be conferred on or vested in anyone by the **LESSEE** without the **LESSOR'S** written approval.
 8. **Maintenance of Leased Premises.** 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, at its own expense.

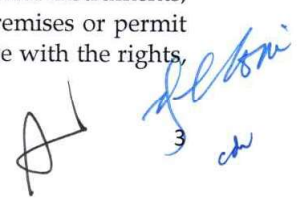
The **LESSOR** shall provide for the following free services and facilities: (a) janitorial and security for the common areas; (b) air-conditioning for the common areas; (c) repair and maintenance of the common areas; (d) water and light consumption in the common areas; and adequate security in the parking 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. **Security.** 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.

10. **Prohibitions.**

a. The **LESSEE** shall not, without the **LESSOR'S** prior written consent, which shall not be unreasonably withheld: (a) 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.

b. 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,



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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.

c. 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.

11. **Catering Services.** 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.

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12. **Compliance with rules and regulations.** The LESSEE shall comply with all reasonable rules and regulations promulgated by the LESSOR and those which may hereafter be promulgated with proper prior notice to the LESSEE, including regulations, ordinances, laws and codes made by the duly constituted authorities of the City or National Government arising from or regarding the use, occupancy, sanitation, and safety of the Leased Premises. Failure to comply with any of the rules, regulations, ordinances and laws as above-mentioned shall make the LESSEE solely responsible and liable civilly and/or criminally.

13. **Warranties and Representatives.** The LESSOR hereby warrants that, to the best of its knowledge and belief, the office space provided under this Agreement is in compliance with all applicable laws, regulations, and building codes as of the commencement date of this lease. The LESSOR further assures that the office space is suitable for the purpose of conducting business activities and will be delivered to the LESSEE in a clean and well-maintained condition.

Additionally, the LESSOR warrants that it holds the legal right to lease the office space and that there are no existing violations, claims, or disputes that would hinder the LESSEE's use of the premises during the lease term.

14. **Inspection of Premises.** The LESSOR, with prior notice written notice of at least five (5) working days to the LESSEE, shall have the right to inspect or exhibit the Leased Premises at the schedule indicated in the written notice and to enter the same whenever it is reasonably necessary for the exercise of any of its right under this Agreement.

15. **Improvements and Repairs.** 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.

The LESSOR may make 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. 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.

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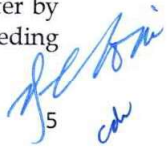
In the event that the LESSOR decides (i) to demolish or make alterations in the building or in the general area where the Leased Premises are located, or (ii) to use any portion of the Leased Premises for its own purposes, the LESSOR may terminate this Agreement by giving the LESSEE prior written notice 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.

16. **Liability.** After proper investigation, the LESSEE shall be responsible for any damage to the Leased Premises caused by acts done by its agents, employees and guests entering the Leased Premises upon the LESSEE's permission, insofar as the enforcement of the provisions of this Agreement is concerned. Accordingly, the LESSEE shall repair promptly the damage 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.

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.


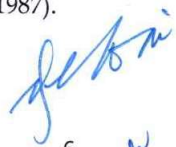

17. **Abandonment.** In the event that the LESSEE leaves or abandons the Leased Premises prior to the expiration of this Agreement, the LESSOR may relet the same, or any part thereof, under such terms and conditions as the LESSOR may deem proper and convenient. Provided, that all amounts thus realized, 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.
18. **Termination.** 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. **Expiration of Lease.** Upon expiration of the period of lease, 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 last paragraph of Section 15 shall apply.

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 any damages which the LESSOR may suffer by reason thereof and shall indemnify the LESSOR against all claims made by any succeeding




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tenant against the LESSOR resulting from any failure or delay of the LESSOR in delivering possession of the Leased Premises to such succeeding tenant.

20. **Extension and Renewal.** Prior expiration of the period of lease, the PARTIES may renew and extend the contract in accordance with the rules on Republic Act 9184, its Implementing Rules and Regulations and other issuances.
21. **Force majeure.** In the event that the Leased Premises are damaged or rendered untenable due to acts of God, floods, typhoons, fires or any other fortuitous event of similar nature, the LESSOR reserves the right to terminate this Agreement or undertake the necessary repairs to restore 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, 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.
22. **Events.** 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.
23. **Disposition rights.** 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.
24. **Penalty Fee.** 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.
25. **Non-waiver of rights.** 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. Waiver of any rights, privileges or remedy hereunder shall be in writing and signed by the PARTY concerned.
26. **Escalation clause.** 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 for Contract Price Escalation issued by the GPPB.
27. **Alternative Dispute Resolution.** 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).

 
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28. **Integration of Annexes.** 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.
29. **Confidentiality.** 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.
30. **Separability clause.** 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


JOHANA CARLA T. GOMEZ
 Accountant II

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 | |

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 _____ () 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 MAR 19 2024 at the City of Pasay, Metro Manila, Philippines.

NOTARY PUBLIC

Doc. No. 246;
Page No. 55;
Book No. XIII;
Series of 2024.

ATTY. ROBERTO J. BOLIVAR
 NOTARY PUBLIC IN QUEZON CITY
 Commission No. Adm. Matter No. NP 549 (2023-2024)
 IBP O.R. No. 1808'5 & IBP O.R. No. 180816 2024
 PTR O.R. No. 4127771 D 01/02 2024 / Roll No. 33832 / TIN # 129-871-909-000
 MCLE No. 7&8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
 Address: 31-F Harvard St. Cubao, Q.C.

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