

## Republic of the Philippines NATIONAL PRIVACY COMMISSION BIDS AND AWARDS COMMITTEE

**MEMORANDUM** 

(Ref. No. BAC-19-00189)

TO

ANIESAHARA GUILING

Commission on Audit

**FROM** 

MARIA DONABELLA A. TAVORA

BAC Head, Secretariat

SUBJECT

SUBMISSION OF BIDS AND AWARDS COMMITTEE (BAC)

DATE

COMMISSION ON AUDIT CHAL PRIVACY COMMISSION

RESOLUTION, NOTICE OF AWARD, CONTRACT

AND ABSTRACT OF QUOTATION

DATE

20 AUGUST 2019

In compliance with Commission on Audit (COA) Circular No. 2009-001 dated 23 February 2009, this is to respectfully submit the Award of Contract for the Lease of Venue with Food for the Data Protection Officer Accountability Compliance Ethics (DPO ACE) Program (Regional) Level 1 awarded to Avenue Plaza Hotel.

Thank you very much.

MARÍA DONABELLA A. TAVORA

BA,Ć Head, Secretariat

CC: PIAD



## Republic of the Philippines NATIONAL PRIVACY COMMISSION BIDS AND AWARDS COMMITTEE

Resolution No. 61, Series of 2019

## RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE OF VENUE WITH FOOD FOR THE DATA PROTECTION OFFICER ACCOUNTABILITY COMPLIANCE ETHICS (DPO ACE) PROGRAM (REGIONAL) LEVEL 1 TO AVENUE PLAZA HOTEL

WHEREAS, the National Privacy Commission ("NPC" or the "Commission") is mandated to continuously provide knowledge, know-how on data privacy and protection to build a culture of privacy in the country, to ensure the policy of the State to protect the fundamental human right of privacy, of communication while safeguarding free flow of information to promote innovation and growth, pursuant to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012;

WHEREAS, pursuant to Section 9 (c) of the Implementing Rules and Regulations (IRR) of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, the NPC is mandated to undertake necessary or appropriate efforts to inform and educate the public about data privacy, data protection, and fair information rights and responsibilities;

WHEREAS, to aid the Commission in that purpose, the Phil-DPO as end-user and as part of its mandate to assist the Commission in the conduct of DPO ACE Programs, proposed Lease of Venue for the abovementioned event, as approved by the Head of the Procuring Entity (Purchase Request No. 2019-0118);

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

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent Requests for Quotations (RFQs) through email on 22 July 2019 to Avenue Plaza Hotel, The Carmen Hotel, and Villa Caceres Hotel;

WHEREAS, upon the deadline for submission of quotation on 23 July 2019, the NPC BAC Secretariat opened the quotations received, both solicited and unsolicited, and proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements;

WHEREAS, Villa Caceres Hotel offered the lowest bid but upon inquiry by the Commission thru email, call, and text, the former expressed that they are not amenable to "send-bill" arrangement and that a Fifty (50%) percent down-payment is required upon contract signing;

WHEREAS, based on the result of the evaluation, as reflected on the Abstract of Quotations, a copy of which is attached as Annex "A", the NPC BAC determined that Avenue Plaza Hotel, is the eligible bidder which tendered the Single Calculated and Responsive Quotation in the amount of ONE HUNDRED THIRTY THOUSAND NINE HUNDRED PESOS ONLY (Php130,900.00);

**NOW, THEREFORE**, for and in consideration of the foregoing, **WE**, the members of the NPC Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the Lease of Venue with Food for the DPO ACE Program (Regional) Level 1 to "AVENUE PLAZA HTOEL." in the total amount of Php130,900.00

RESOLVED this 25th July 2019, at the National Privacy Commission Office, 5th Floor, Ang Kiukok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307.

ATTEST:

ERLAINE VANESSAD. LUMANOG

Attorney IV, PRD, PPO BAC Member MA. JOSEFINA E. MENDOZA
Attorney IV, LD, LEO
BAC Member

On Official Leave

MARILOU C. LEELIAN

SAO, FPMD BAC Member authresis

MARIA DELIA S. PRESQUITO

OIC-Director IV, FAO BAC Vice-Chairperson

ATTY. IVY GRACE T. VILLASOTO

OIC-Director IV, PPO BAC Chairperson

Approved:

KAYMUND ENRIQUEZ LIBORO

Privacy Commissioner and Chairman
Head of the Procuring Entity

Date:

# Republic of the Philippines

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NATIONAL PRIVACY COMMISSION

Philippine International Convention Center (PICC), Delegation Bldg, PICC Complex, Pasay City

					A	BSTRACTO	ABSTRACT OF QUOTATIONS	S				ш	
Project	7	Meals and Le	Meals and Lease of Venue for the DPO ACE Program (Regional) Level 1	egional) Level 1	Approved Budget for the contract:	he contract:	202,500.00						
Reference:	епсе:	03-2019-0022			PhilGEPS Reference No.:	10.:							
							Eligib	Eligibility Requirements	- 1				
No. Qty.	Unit	iit	Description	Supplier	Mayor's/Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	Z	NFCC (Infra)	Income Tax Return		Income Tax Return
-		Meals and Lease of (Regional) Level 1	Meals and Lease of Venue for the DPO Ace Program (Regional) Level 1	Avenue Plaza Hotel	COMPLIED	N/A	COMPLIED	N/A		Z	N/A COMPLIED		COMPLIED
		Meals and Lease o (Regional) Level 1	Meals and Lease of Venue for the DPO Ace Program (Regional) Level 1	Villa Caceres Hotel	COMPLIED	N/A	COMPLIED	N/A	7	N/A	V/A N/A	N/A N/A	N/A
1		Meals and Lease o (Regional) Level 1	Meals and Lease of Venue for the DPO Ace Program (Regional) Level 1	The Carmen Hotel	FAILED	N/A	FAILED	N/A		N/A	N/A N/A		N/A

we hereby recommend the award to the single calculated and responsive bidder: In the evaluation of the herein officers, with the evaluation of the NPC-Bids and Awards Committee,

Prepared By:

Recommending Approval:

ATTY. ERLAINE VANESSAD. LUMANOG

On Official Leave

**BAC Member** SAO, FPMD

Attorney IV, IPPO **BAC Member** 

AVENUE PLAZA HOTEL

[ ] Approved [ ] Disapproved

Reviewed By:

MARY GRACE E. FRANCISCO BACSecretariat, Member

MAKIA DONABELLA A. TAVORA BAC Secretariat, Head

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

**BAC Vice Chairperson** 

MARIA DELIA S. PRESQUITO OIC-Director IV, FAO

ATTY TOWNSOTO OfCipirectorty, PPO **BAC Chairperson** 

Note:

Other hotels were not able to submit requirements and proposals



## Republic of the Philippines NATIONAL PRIVACY COMMISSION

#### NOTICE OF AWARD

Date Issued: 25 July 2019

Ms. Emmy Lou Briones
Sales Account Executive
Avenue Plaza Hotel
40 Magsaysay Ave, Barangay Balatas,
Naga, 4400 Camarines Sur

#### Dear Ms. Briones:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contract for the Lease of Venue with Food for the DPO ACE Program (Regional) Level 1 amounting to ONE HUNDRED THIRTY THOUSAND NINE HUNDRED PESOS ONLY (Php130,900.00), VAT inclusive, is awarded to AVENUE PLAZA HOTEL consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Xery truly yours,

RAYMUND ENRIQUEZ LIBORO

Privacy Commissioner and Chairman

Conforme:

Ms. Emmy Lou Briones Avenue Plaza Hotel Date: 14 July 2019



#### CONTRACT NATIONAL PRIVACY COMMISSION

**Event Title** 

Venue

DPO ACE PROGRAM (REGIONAL) LEVEL 1 Avenue Convention Plaza (Half)

Date

July 30-31, 2019 / 8:00am-5:00pm

No. of guests

70 pax

Contact Person

Ms. Marie Louise Pajares

Contact Number

09155807255

Email Address

marbie.pajares@privacy.gov.ph

Banquet Package

Php725/head for

One (1) Plated Am Snack One (1) Managed Buffet Lunch One (1) Plated Pm Snack

**Total Banquet Package** 

One Hundred One Thousand Five Hundred Pesos

(Php101, 500.00) Only

Banquet Inclusions

Complimentary use of Function Hall

Free use of One (1) LCD Projector with Wide Screen

Free Flowing Coffee Table centerpieces

Two (2) wireless microphones Complimentary PA Sound System Complimentary Lobby Posting

Reception Coordination on the function proper only

Parking assistance by security agent Uninterrupted electrical supply

Room Package

July 29,-31, 2019 (2 nights)

Php4, 956.00 / room / night Two (2) Double Sharing Rooms

Php4, 788.00 / night One (1) Single Room

Total Room Package

Twenty Nine Thousand Four Hundred Pesos

(Php29, 400.00) Only

Amenities and Inclusions:

Airport Shuttle Service

Complimentary Buffet Breakfast Complimentary bottled water

Posture-pedic bed In-room electronic safe

Colored plasma television with cable Broadband Internet/ Wi-Fi capability

Fully air conditioned room

Carpeted floors and plush furnishing

Cordless electric kettle

















Bathroom with a complete set of toiletries Room service Complimentary use of The A-Fit Gym and Sauna Complimentary use of Umbria Infinity Pool

Schedule of Payment

Due on

Amount

Full Payment

Fifteen days upon receipt of SOA

Php130, 900.00

TOTAL

One Hundred Thirty Thousand Nine Hundred Pesos

(Ph130, 900.00) Only

IMPORTANT: Function rooms and venues are assigned according to the expected attendance and set up. The Avenue Plaza Hotel, reserves the option to assign alternative space suitable to the function requirements should the expected attendance change or due to unavoidable circumstances such as but not limited to immediate repairs or maintenance schedules.

IMPORTANT II: (a) All room reservations shall be guaranteed and must be cancelled 72 hours prior to arrival to avoid imposition of penalty.

(b)Cancellations received after this cut-off time will be subject to a one night's room charge per room cancelled based on the Convention rate stated in this contract. No-shows on the date of arrival will likewise be charged one night's rate during lean period and the total nights booked during 100% occupancy periods.

#### MENU

With Free Flowing Coffee

Day 1

Am Snack

Ham and Cheese Sandwich with Fries Juice

Managed Buffet Lunch

Corn and Bell Pepper Chowder Oven Roasted Whole Chicken with Plum Sauce Breaded Pork Scallopini with Lemon Wedge Garlic Roasted Vegetables Fragrant Rice Carrot Cake Juice

Pm Snack

Spaghetti Bolognese with Foccacia Bread Juice

Day 2

Am Snack

Tuna Sandwich with Fries

Juice

Managed Buffet Lunch

Cream of Pumpkin Soup

Grilled Chicken on Yellow Ginger Cream

















Shredded Pork with Shitake Saffron Sauce Sauteed Vegetables Steamed Rice Tiramisu Juice

Pm Snack

Pancit Guisado with Garlic Toasted Bread

Juice

TOTAL

Php101, 500.00

ROOM ACCOMMODATION

PUBLISHED RATE	SPECIAL RATE	TOTAL
P6,840.00	P4.788.00	P9, 576.00
P7,080.00		P19, 824.00
P1,500.00		. 10, 024.00
	P6,840.00 P7,080.00 P1,500.00	P6,840.00 P4,788.00 P7,080.00 P4,956.00

<sup>\*\*</sup>Room reservation is subject to room availability

#### **Terms and Conditions**

#### **Billing Arrangements**

- 1. Contract charges shall be charged to the company and/or the signatory of the contract.
- 2. All personal meals and incidental charges such as telephone calls, massage, mini-bar or laundry shall be on the personal account of each guest unless otherwise approved by the authorized signatory, to be settled in full in cash or credit card upon check-out. A security deposit will be charged per guest from which incidental charges will be deducted and the appropriate balance due to the guest will be refunded.
- 3. Payments must be received as stated on the dates indicated, or 15 days upon receipt of Statement of Account if through Send Bill Arrangement, otherwise, 1% interest and 3% penalty charges will be added to the account receivable from the company and/or the signatory of the contract.
- 4. All rates agreed upon are inclusive of taxes and service charge.
- 5. The Avenue Plaza Hotel shall reserve the rooms and/or function halls indicated in the contract until the due date of the 50% Down Payment. If payment is not received on the stated date, The Avenue Plaza Hotel may offer the rooms and/or function halls to other guests without the need to notify the company and/or the signatory of the contract.
- Deposits are non-refundable except for the security deposit and in instances of force majeure as defined in the Exclusion of Liability.
- Should payment be made by Credit Card, the Hotel will require a signed letter of authorization for AVENUE PLAZA to charge the account together with the copy of the front and back portions of the Credit Card.
- 8. Payments can be made through fund transfer to the following Bank Account of Avenue Plaza Hotel:

















<sup>\*\*</sup>Standard Check in time is 2:00pm / \*\*Standard Check out time is 12:00nn



BDO

Account Name

The Avenue Plaza Hotel

Account No

730024806

Bank and Branch

Banco de Oro - Naga General Luna

LANDBANK

Account Name

Golden 7 Holdings Corp. / The Avenue Plaza Hotel

Account No : 3762 1002 49

Bank and Branch

Naga Rotunda Branch

Please forward a copy of the bank's deposit slip to Avenue Plaza Hotel through fax No. 054-4739993 for its reference and monitoring.

If the required deposit or payment is not received on the date indicated, regrettably the reservation
for the event will be subject to cancellation. Reinstatement of the reservation can only be made upon
receipt of payment and to the extent that rooms/venues are then available.

#### Room Terms and Conditions

#### 1. Rate Validity

a. Your rates are valid for bookings within this event period based on the room allocation indicated above.

#### 2. Reservations

a. All reservations of your group will be subject to availability and confirmation. Bookings must be coursed through the Hotel's Reservations Office. Please identify your complete company name at all times for the proper application of corporate rates.

#### 3. Check in / Check out schedule

a. Arrivals should not be earlier than 2:00 pm. Check out time is 12 noon. Late check-out beyond 6pm shall be charged 100% of the aforementioned Convention Rates.

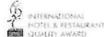
#### 4. Early Check Out

a. Unused room nights due to early check out will be subject to charge unless notice is given to the Hotel at least 72 hours prior to date of unused room nights.

#### 5. Guarantee Policy

- a. Same day reservations must be guaranteed prior to the cut –off period specified below. The required documents must be received by the hotel prior to cut-off to avoid automatic release of the booking.
- b. Room reservations shall be on waitlist status until a letter of authority/guarantee, credit card imprint or cash payment is received from your company. Confirmation of the booking is subject to space availability. The hotel will notify your company prior to a change in booking status.
- 6. Reserved rooms should be confirmed seven (7) days prior to event or it shall be subject to release and may be offered to other guests.
- 7. The Group organizer, its attendees and guests, shall hold Avenue Plaza Hotel free and harmless and indemnify the latter from any and all claims and actions for damages and/or injuries, whether personal or to property that the Group organizer, attendees, guests and other persons attending the event and Avenue Plaza Hotel staff and employees, may suffer by reason of or arising out of the activities undertaken during the function.















#### 8. Room Reservation Cancellation

- a. All room reservations shall be guaranteed and must be cancelled 72 hours prior to arrival to avoid imposition of penalty.
- b. Cancellations received after this cut-off time will be subject to a one night's room charge per room cancelled based on the Convention rate stated in this contract. No-shows on the date of arrival will likewise be charged one night's rate during lean period and the total nights booked during 100% occupancy periods.

#### 9. Force Majeure Clause

- a. The Hotel shall not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occasioned through conditions beyond the control of the Hotel, acts of God or in consequence of war, change of statutes by the Philippine Government, strikes and ribts.
- 10. The Hotel reserves the right to terminate this agreement at any time by giving notice to you in writing should your group fail to fulfill any of the above terms and conditions.

#### **Banquet Terms and Conditions**

#### 1. Client Confirmation and Additional Requests

- a. Unless the CLIENT gives an advice, The Avenue Plaza Hotel will extend services for the guaranteed number of persons indicated in the Contract. A confirmation of the guaranteed number of guests is required three (3) weeks prior to the event. If no confirmation is received, The Avenue Plaza Hotel will consider the number of guests indicated in the contract as the final number of attendees.
- b. The menu or food choices should be confirmed (3) weeks prior to event or it shall be subject to Chef's discretion but will be based on the food selection given on the proposal.
- c. Should there be any last minute change in number of guests, the menu to be served shall be subject to Chef's discretion, meal preparation, pricing and availability of operating equipment. Avenue Plaza Hotel will not be responsible for any delay in the serving of food.
- d. Should there be any additional amenities requested apart from what was agreed on the final details sheet for the event, it shall be subjected to charges.

#### 2. Banquet Services

- a. All organized meals shall be served only within the specified schedule indicated in the contract.
- b. The authorized Hotel Representative will establish the actual number of covers served. No refund or adjustment shall be made in case the ACTUAL number of guests is less than the guaranteed minimum number of guests contracted for, in case the ACTUAL number of guests exceed the guaranteed minimum, billing will be based on the actual number of guests.
- c. It is a standard policy of the Hotel that all food and beverage shall be supplied exclusively by Avenue Plaza Hotel. However, bringing of Food and Beverage within the function area may be allowed subject to the following conditions:
  - i. The Avenue Plaza Hotel should be notified prior to the bringing in of food and beverage.
  - ii. Corkage fee shall be charged accordingly on food and beverage bought in.
  - iii. The Client shall assume full responsibility for the condition, quality and sufficiency of food and beverage brought in. The consent of The Avenue Plaza Hotel to the Client's bringing of food and beverage shall not in any way affect or serve to relieve the Client's responsibility and liability for the same.

#### 3. Function Room and Space















- a. Function rooms and venues are assigned according to the expected attendance and set up. The Avenue Plaza Hotel, reserves the option to assign alternative space suitable to the function requirements should the expected attendance change or due to unavoidable circumstances such as but not limited to immediate repairs or maintenance schedules.
- b. The Avenue Plaza Hotel shall not be liable or responsible for the non-accommodation of the Client's requests, should the actual number of guests exceed the guaranteed minimum stipulated or for any last minute changes, as the case may be.
- c. Event must begin and end promptly at the scheduled time in the contract. If space is available and the Client would want to extend, a rental fee per hour shall be charged accordingly based on the following charges:

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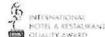
#### 4. Function Activities and Materials

- a. Except for set events and functions specially and specifically organized by Avenue Plaza Hotel, the Client shall be solely responsible for the activities of the Event in all instances, however, Client shall be responsible for obtaining such licenses and permits as may be required by the national and local governments in connection with the Event and the activities to be undertaken thereat. Any and all costs, fees and assessments, including entertainment and other taxes, shall be for the account of the Client.
- b. The Client shall be responsible for the cost of music, band and other musical groups and any other form of entertainment requested by the Client for the Event, whether the same is organized through or by The Avenue Plaza Hotel or by the Client directly. The Client shall likewise be liable for any injuries and damages suffered by the bands, group of entertainers while in the performance of their respective acts whether such bands, groups or entertainers are organized through or by Avenue Plaza Hotel. Energy Fee shall likewise be charged to additional lights and sounds system brought in.

#### 5. Security and Safety

- a. The Avenue Plaza Hotel shall not be liable for any loss or damage/s to any property brought inside the function room.
- b. The Client shall be solely responsible for its guests' personal belongings such as gifts, prizes, exhibits, props, displays and other materials. The Avenue Plaza Hotel shall in no instance be held liable for any damage to or loss of such items.
- c. The Avenue Plaza Hotel reserves the right to prohibit the Client from undertaking such activities deemed contrary to law, morals, public order and/or public policy. The exercise of this right is without prejudice to the right of The Avenue Plaza Hotel to seek redress against the Client for any damage that The Avenue Plaza Hotel may suffer by reason of said prohibited activities.
- d. Exhibits requiring security augmentation shall incur additional charges to be determined by the Avenue Plaza Hotel Security Department based on the following:
  - i. Value of property involved
  - ii. Duration of security augmentation
  - iii. Quantity of security guards required
- e. The Organizer/Exhibitor must acquire a Gate Pass from the Security Department. Items to be brought in must be specified in the Gate Pass.



















#### 6. Ingress/Egress

- a. Time of ingress/egress
  - i. Ingress/egress shall depend on venue availability. Ingress/Set up/Egress will only be allowed two (2) hours before the contracted time of event or shall depend on venue availability. Excess of two (2) hours Ingress/Egress set up shall be subject to venue rental. In general, upon confirmation that the venue is available, Ingress/Egress may be allowed at the following venues:
    - 1. Avenue Convention Plaza between 10:00 PM to 9:00 AM
    - La Piazza Ballroom between 1:00 PM to 6:00 PM (no electrical or noise inducing machines/equipment)
    - The Boardroom between 9:00 PM to 6:00 AM (no electrical or noise inducing machines/equipment)
    - The Avenue Tent upon availability
  - ii. For ingress/egress which shall involve the use of electrical or noise inducing machines:
    - Please coordinate with our Account Executive for discussion with the Security Department.
    - The Avenue Plaza Hotel shall determine whether the machine/equipment may be allowed for use. This depends on factors including, but not limited to:
      - a. Volume of noise
      - b. Occupancy during the ingress/egress period
      - c. Qty. of events during the ingress/egress period

#### b. Attire of Ingress/Egress personnel

- Ingress/egress personnel must wear sleeved shirts, pants, and shoes. Sleeveless shirts, shorts, sandals, and/or slippers are not allowed
- c. Allowable items
  - i. Items that create flames, use combustible fuel, and/or emit foul odor are not allowed.

#### 7. Food Take-Out Disclaimer

a. The Client shall hold The Avenue Plaza Hotel free and harmless from and compensate it for, any claims or liability arising from the left-over food or any food items consumed outside the property.

#### 8. Postponement and Cancellation

- a. Under the terms of this agreement, THE AVENUE PLAZA HOTEL has reserved for you a venue space. In the event these services and facilities are not used, the Hotel will incur significant monetary loss which will be difficult to calculate due to uncertainty and cost of obtaining replacement business.
- b. Any postponement or cancellation of the Event must be in writing.
- c. Postponement of the Function to another date and/or time shall be subject to the availability of the function room. Should there be no available function rooms on the alternative date, the Client has the option to proceed with the original schedule or cancel the Event, wherein cancellation charges shall apply.
- d. Should the client postpone the schedule of room reservation to another date or time, the Client must notify the Sales & Marketing Department of the Avenue Plaza Hotel at least thirty (30) days before the new reservation date. However, the new schedule shall be subject to the availability of rooms.
- e. Deposits or full payments made shall be valid within six (6) months of the same calendar year of the contracted event/group booking.
- f. Cancellation Charges



















30 days before the event date 21 days before the event date 14 days before the event date

25% of the function charges 50% of the function charges 100% of the function charges

9. NO SHOW or non-appearance on agreed arrival date shall be charged in full equivalent to the total amount of function and minimum number of guaranteed persons in favor of the Hotel. Avenue Plaza Hotel shall exercise its right to forfeit all sums previously paid by the Organizers of the Client.

#### 10. Damage to Hotel Property

- a. The Client ensures that nothing shall be attached to the floor, walls, ceilings or columns of the Hotel by nails, screws, pins, tapes or other means, otherwise any damage caused shall be charged to the Client.
- b. If the Premises or the Building is damaged, destroyed or other casualty due to the fault or negligence of the contracting party or other guests, the Client shall at its exclusive expense immediately repair, restore or reconstruct said damage or destroyed improvements to the conditions thereof immediately. Avenue Plaza Hotel may also opt, but without being under obligation to do so, to repair said damage chargeable to the account of the client.

#### 11. Exclusion of Liability

- a. The Client shall hold The Avenue Plaza Hotel free and harmless and indemnify the latter from any and all claims and actions for damages and/or injuries, whether personal or to property that the Client's guests and other persons attending the Event and The Avenue Plaza Hotel staff and employees, may suffer by reason of or arising out of the activities undertaken during the function.
- b. Avenue Plaza Hotel shall not be responsible for failure to execute obligations specified herein directly or indirectly, where such failure is due to fortuitous events beyond the control of and without the fault of Avenue Plaza Hotel, such as typhoons, floods and earthquakes and other natural calamities or acts of God, change of statutes of the Philippine Government, strikes, riots or labor disputes.

To enable the Avenue Plaza Hotel to reserve the rooms and/or venue for your Event on a firm basis, we would appreciate it if you could indicate your acceptance of the herein arrangements, terms and conditions by affixing your initials or signatures on all the pages and in the last page of this Agreement.

Again, thank you for selecting AVENUE PLAZA HOTEL. We are committed to ensure that your stay and event will be a great success. Please do not hesitate to contact us if we can be of any assistance at any time.

Sincerely

Emmy Bu Briones
Sales Account Executive

Noted by Ms. Caro Calvin Sales Division Manager Accepted by:

Mr. Raymund Enriquez Liboro

Privacy Commisioner
National Privacy Commission

Signed on the 25th day of July 2019 in the City of Naga















GOLDEN 7 HOLDINGS CORP.-APH
TIN # 004-186-614-002
BIR ATP No. 1AU0001311300
BIR ACCRED NO. 065MP20140000000004

#### STATEMENT OF ACCOUNT

SOA # 006774-A

31-Jul-19

TO

NATIONAL PRIVACY COMMISSION

c/o Atty. Vida Zora G. Bocar 5F Delegation Bldg., PICC Complex,

Roxas Blvd., Pasay City TIN: 488-394-715-000

Folio #	Guest Name	Room No.	Arrival	Departure	Nights	Room Rate	Amount
30-31 July	2019 Meals & Venue					Adom Rate	Amount
	Banquet Package (70 pax @ P725.00/pax for	2 days)					101 500 00
	Room Accommodation	• •					101,500.00
	July 29-31, 2019						
	2 Superior Twin @ P4956.00/room/night						10 804 00
	1 Superior Queen @ P4788.00/night						19,824.00
							9,576.00

Event: DPO Ace Program (Regional) Level 1

Venue: Avenue Convention Plaza (half)

"PLEASE INCLUDE BIR FORM 2307 WHEN PAYMENT IS SUBJECT TO WITHHOLDING TAX"

TOTAL

130,900.00

#### Above rates are inclusive of 12% EVAT

For payments in check, please make it under the name of The Avenue Plaza Hotel. For cash and check payments, deposits can be made to Banco de Oro Account Name: The Avenue Plaza Hotel, Account No., 730024806, Naga City - Gen Luna Branch or Landbank Account Name: Golden 7 Holdings Corp.-The Avenue Plaza Hotel, Naga City - Rotunda Branch Account No. 3762100249. Please fax the bank deposits to (054) 473 99 93 for confirmation, TIN # 004-186-614-002. Pls. be informed that FULL SETTLEMENT of this account is required 15 DAYS upon receipt of this Statement of Account, otherwise an interest rate of 1% per month and penalty charge of 3% per month shall be applied.

Checked by:

JOCELYN J. RODRIGO

Acting Credit & Collection Officer

Contact Nos. 0928-7728020 / 0977-3855609

Received by:

(Signature over printed name)

Page



GOLDEN 7 HOLDINGS CORP.-APH
TIN # 004-186-614-002
BIR ATP No. 1AU0001311300
BIR ACCRED NO. 065MP20140000000004

#### STATEMENT OF ACCOUNT

SOA # 006774-A

31-Jul-19

TO

NATIONAL PRIVACY COMMISSION

c/o Atty. Vida Zora G. Bocar 5F Delegation Bldg., PICC Complex,

Roxas Blvd., Pasay City TIN: 488-394-715-000

Folio #	Guest Name	Room No.		444000000000000000000000000000000000000			
30-31 July	2019 Meals & Venue	ROOM NO.	Arrival	Departure	Nights	Room Rate	Amount
	Banquet Package (70 pax @ P725.00/pax for 2	daus)					
	Room Accommodation	3 /					101,500.00
	July 29-31, 2019						
	2 Superior Twin @ P4956.00/room/night						
	1 Superior Queen @ P4788.00/ night						19,824.00
							9,576.00

Event: DPO Ace Program (Regional) Level 1

Venue: Avenue Convention Plaza (half)

"PLEASE INCLUDE BIR FORM 2307 WHEN PAYMENT IS SUBJECT TO WITHHOLDING TAX"

TOTAL

:

130,900.00

#### Above rates are inclusive of 12% EVAT

For payments in check, please make it under the name of The Avenue Plaza Hotel. For cash and check payments, deposits can be made to Banco de Oro Account Name: The Avenue Plaza Hotel, Account No., 730024806, Naga City - Gen Luna Branch or Landbank Account Name: Golden 7 Holdings Corp.-The Avenue Plaza Hotel, Naga City - Rotunda Branch Account No. 3762100249. Please fax the bank deposits to (054) 473 99 93 for confirmation, TIN # 004-186-614-002. Pls. be informed that FULL SETTLEMENT of this account is required 15 DAYS upon receipt of this Statement of Account, otherwise an interest rate of 1% per month and penalty charge of 3% per month shall be applied.

Checked by:

JOCELYN J. RODRIGO

Acting Credit & Collection Officer

Contact Nos. 0928-7728020 / 0977-3855609

Received by:

(Signature over printed name)



#### CONTRACT NATIONAL PRIVACY COMMISSION

Event Title

Venue Date

No. of guests

DPO ACE PROGRAM (REGIONAL) LEVEL 1

Avenue Convention Plaza (Half) July 30-31, 2019 / 8:00am-5:00pm

70 pax

Contact Person

Contact Number

Email Address

Ms. Marie Louise Pajares

09155807255

marbie.pajares@privacy.gov.ph

Banquet Package

Php725/head for

One (1) Plated Am Snack One (1) Managed Buffet Lunch One (1) Plated Pm Snack

Total Banquet Package

One Hundred One Thousand Five Hundred Pesos (Php101, 500.00) Only

Banquet Inclusions

Complimentary use of Function Hall

Free use of One (1) LCD Projector with Wide Screen Free Flowing Coffee

Table centerpieces

Two (2) wireless microphones Complimentary PA Sound System Complimentary Lobby Posting

Reception Coordination on the function proper only

Parking assistance by security agent Uninterrupted electrical supply

Room Package

July 29,-31, 2019 (2 nights) Php4, 956.00 / room / night

Two (2) Double Sharing Rooms

Php4, 788.00 / night One (1) Single Room

Total Room Package

Twenty Nine Thousand Four Hundred Pesos,

(Php29, 400.00) Only

Amenities and Inclusions:

Airport Shuttle Service

Complimentary Buffet Breakfast Complimentary bottled water

Posture-pedic bed In-room electronic safe

Colored plasma television with cable Broadband Internet/ Wi-Fi capability

Fully air conditioned room

Carpeted floors and plush furnishing

Cordless electric kettle



















Bathroom with a complete set of toiletries Room service Complimentary use of The A-Fit Gym and Sauna Complimentary use of Umbria Infinity Pool

Schedule of Payment

Due on

Amount

Full Payment

Fifteen days upon receipt of SOA

Php130, 900.00

TOTAL

One Hundred Thirty Thousand Nine Hundred Pesos

(Ph130, 900.00) Only

IMPORTANT: Function rooms and venues are assigned according to the expected attendance and set up. The Avenue Plaza Hotel, reserves the option to assign alternative space suitable to the function requirements should the expected attendance change or due to unavoidable circumstances such as but not limited to immediate repairs or maintenance schedules.

IMPORTANT II: (a) All room reservations shall be guaranteed and must be cancelled 72 hours prior to arrival

(b)Cancellations received after this cut-off time will be subject to a one night's room charge per room cancelled based on the Convention rate stated in this contract. No-shows on the date of arrival will likewise be charged one night's rate during lean period and the total nights booked during 100% occupancy periods.

#### MENU

With Free Flowing Coffee

Day 1

Am Snack

Ham and Cheese Sandwich with Fries Juice

Managed Buffet Lunch

Corn and Bell Pepper Chowder Oven Roasted Whole Chicken with Plum Sauce Breaded Pork Scallopini with Lemon Wedge Garlic Roasted Vegetables Fragrant Rice Carrot Cake Juice

Pm Snack

Spaghetti Bolognese with Foccacia Bread Juice

Day 2

Am Snack

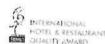
Tuna Sandwich with Fries Juice

Managed Buffet Lunch

Cream of Pumpkin Soup

Grilled Chicken on Yellow Ginger Cream

















Shredded Pork with Shitake Saffron Sauce Sauteed Vegetables Steamed Rice Tiramisu Juice

Pm Snack

Pancit Guisado with Garlic Toasted Bread

Juice

TOTAL

Php101, 500.00

ROOM ACCOMMODATION

	y 29-31, 2019 (2 NIGHTS PUBLISHED RATE	SPECIAL RATE	
Superior Queen (1 queen sized bed)	P6,840.00	TOWIE WATE	TOTAL
2 Superior Twin (2 double size bed)	P7,080.00	P4,788.00	P9, 576.00
Extra Bed		P4,956.00	P19, 824.00
	P1,500.00 ND TOTAL PHP29,400.0	ALI/A	1 10, 024.00

<sup>\*\*</sup>Room reservation is subject to room availability

#### **Terms and Conditions**

#### Billing Arrangements

- 1. Contract charges shall be charged to the company and/or the signatory of the contract.
- 2. All personal meals and incidental charges such as telephone calls, massage, mini-bar or laundry shall be on the personal account of each guest unless otherwise approved by the authorized signatory, to be settled in full in cash or credit card upon check-out. A security deposit will be charged per guest from which incidental charges will be deducted and the appropriate balance due to the guest will be refunded.
- Payments must be received as stated on the dates indicated, or 15 days upon receipt of Statement of Account if through Send Bill Arrangement, otherwise, 1% interest and 3% penalty charges will be added to the account receivable from the company and/or the signatory of the contract.
- All rates agreed upon are inclusive of taxes and service charge.
- The Avenue Plaza Hotel shall reserve the rooms and/or function halls indicated in the contract until the due date of the 50% Down Payment. If payment is not received on the stated date, The Avenue Plaza Hotel may offer the rooms and/or function halls to other guests without the need to notify the
- 6. Deposits are non-refundable except for the security deposit and in instances of force majeure as
- Should payment be made by Credit Card, the Hotel will require a signed letter of authorization for AVENUE PLAZA to charge the account together with the copy of the front and back portions of the Credit
- 8. Payments can be made through fund transfer to the following Bank Account of Avenue Plaza Hotel:

















<sup>\*\*</sup>Standard Check in time is 2:00pm / \*\*Standard Check out time is 12:00nn



BDO

Account Name

The Avenue Plaza Hotel

Account No.

730024806

Bank and Branch

Banco de Oro - Naga General Luna

LANDBANK

Account Name

Golden 7 Holdings Corp. / The Avenue Plaza Hotel

Account No Bank and Branch

3762 1002 49 Naga Rotunda Branch

Please forward a copy of the bank's deposit slip to Avenue Plaza Hotel through fax No. 054-4739993 for its

9. If the required deposit or payment is not received on the date indicated, regrettably the reservation for the event will be subject to cancellation. Reinstatement of the reservation can only be made upon receipt of payment and to the extent that rooms/venues are then available.

#### Room Terms and Conditions

#### 1. Rate Validity

a. Your rates are valid for bookings within this event period based on the room allocation

#### 2. Reservations

a. All reservations of your group will be subject to availability and confirmation. Bookings must be coursed through the Hotel's Reservations Office. Please identify your complete company name at

#### Check in / Check out schedule

Arrivals should not be earlier than 2:00 pm. Check out time is 12 noon. Late check-out beyond 6pm shall be charged 100% of the aforementioned Convention Rates.

#### Early Check Out

a. Unused room nights due to early check out will be subject to charge unless notice is given to the Hotel at least 72 hours prior to date of unused room nights.

#### **Guarantee Policy**

- a. Same day reservations must be guaranteed prior to the cut -off period specified below. The required documents must be received by the hotel prior to cut-off to avoid automatic release of the
- b. Room reservations shall be on waitlist status until a letter of authority/guarantee, credit card imprint or cash payment is received from your company. Confirmation of the booking is subject to space availability. The hotel will notify your company prior to a change in booking status.
- 6. Reserved rooms should be confirmed seven (7) days prior to event or it shall be subject to release and
- 7. The Group organizer, its attendees and guests, shall hold Avenue Plaza Hotel free and harmless and indemnify the latter from any and all claims and actions for damages and/or injuries, whether personal or to property that the Group organizer, attendees, guests and other persons attending the event and Avenue Plaza Hotel staff and employees, may suffer by reason of or arising out of the activities undertaken during















## 8. Room Reservation Cancellation

a. All room reservations shall be guaranteed and must be cancelled 72 hours prior to arrival to avoid

b. Cancellations received after this cut-off time will be subject to a one night's room charge per room cancelled based on the Convention rate stated in this contract. No-shows on the date of arrival will likewise be charged one night's rate during lean period and the total nights booked during 100%

#### Force Majeure Clause

- The Hotel shall not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occasioned through conditions beyond the control of the Hotel, acts of God or in consequence of war, change of statutes by the Philippine Government, strikes and riots.
- 10. The Hotel reserves the right to terminate this agreement at any time by giving notice to you in writing should

### **Banquet Terms and Conditions**

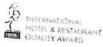
- 1. Client Confirmation and Additional Requests
  - Unless the CLIENT gives an advice, The Avenue Plaza Hotel will extend services for the guaranteed number of persons indicated in the Contract. A confirmation of the guaranteed number of guests is required three (3) weeks prior to the event. If no confirmation is received, The Avenue Plaza Hotel will consider the number of guests indicated in the contract as the final
  - b. The menu or food choices should be confirmed (3) weeks prior to event or it shall be subject to Chef's discretion but will be based on the food selection given on the proposal.
  - c. Should there be any last minute change in number of guests, the menu to be served shall be subject to Chef's discretion, meal preparation, pricing and availability of operating equipment. Avenue Plaza Hotel will not be responsible for any delay in the serving of food.
  - d. Should there be any additional amenities requested apart from what was agreed on the final details sheet for the event, it shall be subjected to charges.

#### **Banquet Services**

- a. All organized meals shall be served only within the specified schedule indicated in the
- b. The authorized Hotel Representative will establish the actual number of covers served. No refund or adjustment shall be made in case the ACTUAL number of guests is less than the guaranteed minimum number of guests contracted for, in case the ACTUAL number of guests exceed the guaranteed minimum, billing will be based on the actual number of
- c. It is a standard policy of the Hotel that all food and beverage shall be supplied exclusively by Avenue Plaza Hotel. However, bringing of Food and Beverage within the function area may
  - The Avenue Plaza Hotel should be notified prior to the bringing in of food and beverage.
  - ii. Corkage fee shall be charged accordingly on food and beverage bought in.
  - iii. The Client shall assume full responsibility for the condition, quality and sufficiency of food and beverage brought in. The consent of The Avenue Plaza Hotel to the Client's bringing of food and beverage shall not in any way affect or serve to relieve the Client's responsibility and liability for the same.

## 3. Function Room and Space



















- a. Function rooms and venues are assigned according to the expected attendance and set up. The Avenue Plaza Hotel, reserves the option to assign alternative space suitable to the function requirements should the expected attendance change or due to unavoidable circumstances such as but not limited to immediate repairs or maintenance schedules.
- b. The Avenue Plaza Hotel shall not be liable or responsible for the non-accommodation of the Client's requests, should the actual number of guests exceed the guaranteed minimum stipulated or for any last minute changes, as the case may be.
- c. Event must begin and end promptly at the scheduled time in the contract. If space is available and the Client would want to extend, a rental fee per hour shall be charged accordingly based on the following charges:

	. 5	
1.	La Piazza Whole	Php 2,500
	La Piazza (per Breakroom)	Php 1,000
iii.	Avenue Convention Plaza (Whole)	Php 4,000
iv.	Avenue Convention Plaza (Half)	Php 3,000
V.	Tent	Php 5,000
vi.	Boardroom	Php 2,000

#### 4. Function Activities and Materials

- a. Except for set events and functions specially and specifically organized by Avenue Plaza Hotel, the Client shall be solely responsible for the activities of the Event in all instances, however, Client shall be responsible for obtaining such licenses and permits as may be required by the national and local governments in connection with the Event and the activities to be undertaken thereat. Any and all costs, fees and assessments, including entertainment and other taxes, shall be for the account of the Client.
- b. The Client shall be responsible for the cost of music, band and other musical groups and any other form of entertainment requested by the Client for the Event, whether the same is organized through or by The Avenue Plaza Hotel or by the Client directly. The Client shall likewise be liable for any injuries and damages suffered by the bands, group of entertainers while in the performance of their respective acts whether such bands, groups or entertainers are organized through or by Avenue Plaza Hotel. Energy Fee shall likewise be charged to additional lights and sounds system brought in.

#### 5. Security and Safety

- The Avenue Plaza Hotel shall not be liable for any loss or damage/s to any property brought inside the function room.
- b. The Client shall be solely responsible for its guests' personal belongings such as gifts, prizes, exhibits, props, displays and other materials. The Avenue Plaza Hotel shall in no instance be held liable for any damage to or loss of such items.
- c. The Avenue Plaza Hotel reserves the right to prohibit the Client from undertaking such activities deemed contrary to law, morals, public order and/or public policy. The exercise of this right is without prejudice to the right of The Avenue Plaza Hotel to seek redress against the Client for any damage that The Avenue Plaza Hotel may suffer by reason of said prohibited activities.
- d. Exhibits requiring security augmentation shall incur additional charges to be determined by the Avenue Plaza Hotel Security Department based on the following:
  - i. Value of property involved
  - ii. Duration of security augmentation
  - iii. Quantity of security guards required
- e. The Organizer/Exhibitor must acquire a Gate Pass from the Security Department. Items to be brought in must be specified in the Gate Pass.



















#### 6. Ingress/Egress

- a. Time of ingress/egress
  - i. Ingress/egress shall depend on venue availability. Ingress/Set up/Egress will only be allowed two (2) hours before the contracted time of event or shall depend on venue availability. Excess of two (2) hours Ingress/Egress set up shall be subject to venue rental. In general, upon confirmation that the venue is available, Ingress/Egress may be allowed at the following venues:
    - 1. Avenue Convention Plaza between 10:00 PM to 9:00 AM
    - La Piazza Ballroom between 1:00 PM to 6:00 PM (no electrical or noise inducing machines/equipment)
    - The Boardroom between 9:00 PM to 6:00 AM (no electrical or noise inducing machines/equipment)
    - 4. The Avenue Tent upon availability
  - ii. For ingress/egress which shall involve the use of electrical or noise inducing machines:
    - Please coordinate with our Account Executive for discussion with the Security Department.
    - The Avenue Plaza Hotel shall determine whether the machine/equipment may be allowed for use. This depends on factors including, but not limited to:
      - a. Volume of noise
      - b. Occupancy during the ingress/egress period
      - c. Qty. of events during the ingress/egress period

#### b. Attire of Ingress/Egress personnel

- i. Ingress/egress personnel must wear sleeved shirts, pants, and shoes. Sleeveless shirts, shorts, sandals, and/or slippers are not allowed
- c. Allowable items
  - i. Items that create flames, use combustible fuel, and/or emit foul odor are not allowed.

#### 7. Food Take-Out Disclaimer

a. The Client shall hold The Avenue Plaza Hotel free and harmless from and compensate it for, any claims or liability arising from the left-over food or any food items consumed outside the property.

#### 8. Postponement and Cancellation

- a. Under the terms of this agreement, THE AVENUE PLAZA HOTEL has reserved for you a venue space. In the event these services and facilities are not used, the Hotel will incur significant monetary loss which will be difficult to calculate due to uncertainty and cost of obtaining replacement business.
- b. Any postponement or cancellation of the Event must be in writing.
- c. Postponement of the Function to another date and/or time shall be subject to the availability of the function room. Should there be no available function rooms on the alternative date, the Client has the option to proceed with the original schedule or cancel the Event, wherein cancellation charges shall apply.
- d. Should the client postpone the schedule of room reservation to another date or time, the Client must notify the Sales & Marketing Department of the Avenue Plaza Hotel at least thirty (30) days before the new reservation date. However, the new schedule shall be subject to the availability of rooms.
- Deposits or full payments made shall be valid within six (6) months of the same calendar year of the contracted event/group booking.
- f. Cancellation Charges



















30 days before the event date

21 days before the event date

14 days before the event date

25% of the function charges 50% of the function charges 100% of the function charges

9. NO SHOW or non-appearance on agreed arrival date shall be charged in full equivalent to the total amount of function and minimum number of guaranteed persons in favor of the Hotel. Avenue Plaza Hotel shall exercise its right to forfeit all sums previously paid by the Organizers of the Client.

#### 10. Damage to Hotel Property

- a. The Client ensures that nothing shall be attached to the floor, walls, ceilings or columns of the Hotel by nails, screws, pins, tapes or other means, otherwise any damage caused shall be charged to the Client
- b. If the Premises or the Building is damaged, destroyed or other casualty due to the fault or negligence of the contracting party or other guests, the Client shall at its exclusive expense immediately repair, restore or reconstruct said damage or destroyed improvements to the conditions thereof immediately. Avenue Plaza Hotel may also opt, but without being under obligation to do so, to repair said damage chargeable to the account of the client.

#### 11. Exclusion of Liability

- a. The Client shall hold The Avenue Plaza Hotel free and harmless and indemnify the latter from any and all claims and actions for damages and/or injuries, whether personal or to property that the Client's guests and other persons attending the Event and The Avenue Plaza Hotel staff and employees, may suffer by reason of or arising out of the activities undertaken during the function.
- b. Avenue Plaza Hotel shall not be responsible for failure to execute obligations specified herein directly or indirectly, where such failure is due to fortuitous events beyond the control of and without the fault of Avenue Plaza Hotel, such as typhoons, floods and earthquakes and other natural calamities or acts of God, change of statutes of the Philippine Government, strikes, riots or labor disputes.

To enable the Avenue Plaza Hotel to reserve the rooms and/or venue for your Event on a firm basis, we would appreciate it if you could indicate your acceptance of the herein arrangements, terms and conditions by affixing your initials or signatures on all the pages and in the last page of this Agreement.

Again, thank you for selecting AVENUE PLAZA HOTEL. We are committed to ensure that your stay and event will be a great success. Please do not hesitate to contact us if we can be of any assistance at any time.

Sincerely

Emmylet Efriones
Sales Account Executive

Noted by:
Ms. Carol Calvin
Sales Division Manager

Accepted by:

Mr. Baymund Enriquez Libord

Privacy Commisioner

National Privacy Commission

Signed on the 25th day of July 2019 in the City of Naga















GOLDEN 7 HOLDINGS CORP.-APH
TIN # 004-186-614-002
BIR ATP No. 1AU0001311300
BIR ACCRED NO. 065MP2014000000004

#### STATEMENT OF ACCOUNT

SOA # 006774-A

31-Jul-19

TO

NATIONAL PRIVACY COMMISSION

c/o Atty. Vida Zora G. Bocar 5F Delegation Bldg., PICC Complex,

Roxas Blvd., Pasay City TIN: 488-394-715-000

Folio #	Guest Name	Room No.	Arrival	Departure	Nights	Room Rate	Amount
30-31 July	y 2019 Meals & Venue					THE SAME AND CO.	Amount
	Banquet Package (70 pax @ P725.00/pax for	2 days)					101 500 00
	Room Accommodation	0 /					101,500.00
	July 29-31, 2019						
	2 Superior Twin @ P4956.00/room/night					*	10.004.00
	1 Superior Queen @ P4788.00/night						19,824.00
							9,576.00

Event: DPO Ace Program (Regional) Level 1

Venue: Avenue Convention Plaza (half)

"PLEASE INCLUDE BIR FORM 2307 WHEN PAYMENT IS SUBJECT TO WITHHOLDING TAX"

TOTAL

130,900.00

#### Above rates are inclusive of 12% EVAT

For payments in check, please make it under the name of The Avenue Plaza Hotel. For cash and check payments, deposits can be made to Banco de Oro Account Name: The Avenue Plaza Hotel, Account No., 730024806, Naga City - Gen Luna Branch or Landbank Account Name: Golden 7 Holdings Corp.-The Avenue Plaza Hotel, Naga City - Rotunda Branch Account No. 3762100249. Please fax the bank deposits to (054) 473 99 93 for confirmation, TIN # 004-186-614-002. Pls. be informed that FULL SETTLEMENT of this account is required 15 DAYS upon receipt of this Statement of Account, otherwise an interest rate of 1% per month and penalty charge of 3% per month shall be applied.

Checked by

JOCELYN J. RODRIGO

Acting Credit & Collection Officer

Contact Nos. 0928-7728020 / 0977-3855609

Received by:

Signature over printed name





## Republic of the Philippines NATIONAL PRIVACY COMMISSION

#### TERMS OF REFERENCE FOR LEASE OF VENUE

Title: Meals and Lease of Venue for the DPO ACE Program (Regional) Level 1

Area of Delivery: Naga City, Bicol

#### I. Rationale/Background

The NPC envisions to be the center of knowledge for Data Privacy in the country. To achieve this, the Commission will hold the DPO ACE Program (Regional) Level 1 to bring Data Privacy awareness and compliance outside Metro Manila.

The DPO ACE, a Certification Program, aims to capacitate DPOs on steps required to implement DPA compliance in their respective organizations. Participants will be provided with detailed insight into the main provisions of DPA as well as practical guidance for compliance.

The composition of the DPO ACE will be gender inclusive and gender balanced. In the promotion and invitation of participants to the event, gender inclusivity and sensitivity shall be observed.

#### II. Objectives

The objectives of this DPO ACE Program are to:

- Provide certification training to DPOs outside Metro Manila. In achieving maximum compliance, the DPO ACE will be an effort of the Commission to reach out to the regions.
- Achieve maximum compliance and awareness, extending to more citizens. Provide direct engagement to regional DPOs and to diversify the involvement of different stakeholders and data subjects.
- Promote equal opportunities for men and women attending the DPO ACE, leading to achieve maximum capacity of human development
- Aside from extending the coverage of the NPC, this will form an avenue for the Commission to identify and understand different privacy concerns across the archipelago.

#### III. Details of the Event

Event Title:

DPO ACE Program (Regional) Level 1

Date:

July 29, 2019 (Ingress)

July 30 - July 31, 2019 (DPO ACE Program)

Venue: Naga City, Bicol

Inclusions: Venue and Food (AM & PM Snacks with free-flowing coffee, Buffet Lunch) for the event on July 30 – July 31, 2019 for 70pax, Registration area, LCD screen and projector, Basic lights and sound





## Republic of the Philippines NATIONAL PRIVACY COMMISSION

system, Microphones with stand, Pads and pencils, Whiteboard with marker, strong Wi-fi connection, 2 double sharing rooms and 1 single room for NPC personnel.

Meeting room:

Date	No. of Persons (Event)	AM Snacks	Lunch	PM Snacks
July 30	70 pax	Ø		$\square$
July 31	70 pax	Ø	$\square$	$\square$

Accommodation:

Date	No. of NPC personnel	1 Single room	2 Double sharing
July 29	5 pax		<b>7</b>
July 30	5 pax	$\square$	Ø

#### IV. Terms of Payment

The NPC shall pay a total of Php 202,500.00, thru "send-bill" payment arrangement for the meals and lease of venue for the DPO ACE Program (Regional) Level 1 in Naga City, Bicol.

#### V. Qualifications Requirements

- 1. The supplier must previously have the same transaction with a government agency.
- 2. The supplier must be Philippine Government Electronic Procurement System (PhilGEPS)-registered and can provide ITR and Mayor's Permit.
- 3. The supplier must have a reputable service.
- 4. Must accept 'send bill' payment terms.
- 5. Accessible for transportation.
- 6. Must be within the vicinity of Naga City.
- 7. Can offer amenities that are reliable and functional.

#### VI. Approved Budget for the Contract

ABC = P 202,500.00

#### NOTE:

- 1. Total Cost should not exceed ABC Pesos (Php).
- 2. Price quotation is inclusive VAT and all other applicable taxes, logistics and other charges.

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Republic of the Philippines

NATIONAL PRIVACY COMMISSION
East Banquet Hall, 5th Floor, Delegation Bldg., PICC Complex, Pasay City, Metro Manila, Phils. 1307

NPC-ASD-PR No.

JONAL PRIVACY COMMISSION			PURCHASE REQ	UEST		
DIVISION	OPC	PR No.			Date	
SECTION		SAI No.			Date	
Quantity	Unit	1	tem Description	Stock No.	Unit Cost	Total Cost
1	lot	DPO ACE Progr	am (Regional) Level 1		202,500.00	202,500.00
		Meals and Leas	e of Venue for the month of July			
		Please see attache	ed Terms of Reference			
		**	Nothing Follows **			
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			TOTAL COST			202,500.00
PURPOSE: For the DPO ACE	Program (Re	gional) Level 1: Naç	ga City, Bicol	W 2334		
CHARGED TO:		General Fund	APP Item no. 03-2019-07	vz		
	_	¬				
	L	Others (Specify)	):			
	Requested	by:		Approved by:		
Signature	AM	ma				
Printed Name	ATTY, VID	A ZORA G. BOCAF	₹	RAYMUND E	E. LIBORO	
Designation	Head, PHII		9931		OMMISSIONER	





## Republic of the Philippines NATIONAL PRIVACY COMMISSION

#### TERMS OF REFERENCE FOR LEASE OF VENUE

Title: Meals and Lease of Venue for the DPO ACE Program (Regional) Level 1

Area of Delivery: Naga City, Bicol

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- Provide certification training to DPOs outside Metro Manila. In achieving maximum compliance, the DPO ACE will be an effort of the Commission to reach out to the regions.
- Achieve maximum compliance and awareness, extending to more citizens. Provide direct engagement to regional DPOs and to diversify the involvement of different stakeholders and data subjects.
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#### III. Details of the Event

**Event Title:** 

DPO ACE Program (Regional) Level 1

Date:

July 29, 2019 (Ingress)

July 30 - July 31, 2019 (DPO ACE Program)

Venue: Naga City, Bicol

Inclusions: Venue and Food (AM & PM Snacks with free-flowing coffee, Buffet Lunch) for the event on July 30 – July 31, 2019 for 70pax, Registration area, LCD screen and projector, Basic lights and sound





## Republic of the Philippines NATIONAL PRIVACY COMMISSION

system, Microphones with stand, Pads and pencils, Whiteboard with marker, strong Wi-fi connection, 2 double sharing rooms and 1 single room for NPC personnel.

Meeting room:

Date	No. of Persons (Event)	AM Snacks	Lunch	PM Snacks
July 30	70 pax		$\square$	ব
July 31	70 pax		<b>V</b>	V

Accommodation:

Date	No. of NPC personnel	1 Single room	2 Double sharing rooms
July 29	5 pax	$\square$	<b>V</b>
July 30	5 pax	Ø	M

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#### V. Qualifications Requirements

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- 2. The supplier must be Philippine Government Electronic Procurement System (PhilGEPS)-registered and can provide ITR and Mayor's Permit.
- 3. The supplier must have a reputable service.
- 4. Must accept 'send bill' payment terms.
- 5. Accessible for transportation.
- 6. Must be within the vicinity of Naga City.
- 7. Can offer amenities that are reliable and functional.

#### VI. Approved Budget for the Contract

ABC = P 202,500.00

#### NOTE:

- 1. Total Cost should not exceed ABC Pesos (Php).
- 2. Price quotation is inclusive VAT and all other applicable taxes, logistics and other charges.

Prepared by:

Approved by:

Alyssa Tupas

Project Support Specialist

PHIL-DPO

Atty. Vida Bocar

Chief, Policy Development Division

Project Head, PHIL-DPO