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**BIDS AND AWARDS COMMITTEE**  
Resolution No. 037-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR THE EMPLOYEE WELFARE,  
RELATIONS, ENGAGEMENT AND DISCIPLINE - LEASE OF VENUE (TEAM  
BUILDING) (APP Item No. 2024-0068)**

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

**WHEREAS**, the NPC aims to provide an environment for employees to find their niche aligned with the direction of the Commission's Programs, Activities, and Projects, as well as to strengthen personnel confidence in understanding where the organization is heading and what measures must be implemented to achieve the organization's goal, aligned with the issuances/guidelines from Oversight Agencies specifically the Civil Service Commission (CSC) Memorandum Circular (MC) No. 04 s. 2020 or the "Mental Health Program in the Public Sector" wherein one of the strategies is the prevention, promotion and information and education campaign on mental health well-being that includes the conduct of team building activities;

**WHEREAS**, the NPC will hold its Team Building activities on 06-07 June 2024 with "MOTIVATION" as the key area of interest – motivate the workforce to maintain high productivity and sustain good mental health amid any crisis. Further, the Commission acknowledges the significance of adapting to changing and challenging times, hence the need for the need for the workforce to engage in activities that will enhance teamwork skills and provide room for shared ideas in a fun and relaxed environment.

**WHEREAS**, the NPC approved its FY 2024 Annual Procurement Plan (APP), which includes the procurement of Employee Welfare, Relations, Engagement and Discipline - Lease of Venue (Team Building) under APP Item No. 2024-0068 with the Approved Budget for the Contract (ABC) of One Million Five Hundred Thousand Pesos (PhP1,500,000.00);

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

**WHEREAS**, policy considerations in Section IV. (D) (9) of Annex H of the 2016 Revised Implementing Rules and Regulations of RA 9184 provide that it is preferred that government agencies lease publicly owned real property or venue from other government agencies.

**WHEREAS**, on 16 May 2024, the NPC Bids and Awards Committee (*NPC-BAC*), through its Secretariat, sent Requests for Quotation through electronic mail to Philippine Judicial Academy, Canyon Woods and Canyon Cove. The Request for Quotation was also posted at the PhilGEPS and NPC website as well as the NPC bulletin board;


**WHEREAS**, on 16 May 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotation from **ABAGATAN HOTELS INC.** doing business in the name and style **ABAGATAN TI MANILA** and the venue it was offering was rated in accordance with the technical specifications prepared pursuant to the “Rating Factors and Determination of Reasonableness of Rental Rates” (Appendix B of ANNEX “H” of the 2016 RIRR of RA 9184). The aforementioned rating table is hereby attached as Annex “B”, wherein it shows that the rating for the said **ABAGATAN HOTELS INC.** doing business in the name and style **ABAGATAN TI MANILA** is **94.95%**;

**WHEREAS**, the NPC-BAC determined that the **ABAGATAN HOTELS INC.** doing business in the name and style **ABAGATAN TI MANILA**, has passed the technical requirements mandated under RA 9184 and was determined to have submitted the single calculated and responsive quotation at a bid price of One Million Two Hundred Ninety-Two Thousand and One Hundred Fifty Pesos (Php1,292,150.00);

**NOW, THEREFORE**, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the conduct of the Employee Welfare, Relations, Engagement and Discipline - Lease of Venue (Team Building) to **ABAGATAN HOTELS INC.** doing business in the name and style **ABAGATAN TI MANILA**, for being the single calculated and responsive quotation in the total amount One Million Two Hundred Ninety-Two Thousand and One Hundred Fifty Pesos (Php1,292,150.00), subject to the presentation of its original documentary requirements upon signing of the Notice of Award (NOA).

**RESOLVED** this 16 May 2024 via a combination of on-site and videoconference meetings.

**ATTEST:**

  
Digitally signed  
by Santos  
Rosaly Balsote  
**MS. ROSALY B. SANTOS**  
Chief, HRDD  
Provisional BAC Member/End-User

  
**MR. MARLON RUBEN N. FABRICANTE**  
Chief, ASD  
BAC Member

  
Digitally signed by  
Cabatu Rodolfo  
Serios Jr  
**ATTY. RODOLFO S. CABATU, JR**  
Chief, EnD  
BAC Member

On Official Business  
**ATTY. AUBIN ARN R. NIEVA**  
Director IV, DASCO  
BAC Vice Chairperson

  
Digitally signed by  
Patula Maria  
Theresita Elnar  
**ATTY. MARIA THERESITA E. PATULA**  
Director IV, LEO  
BAC Chairperson

Approved



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**ATTY. JOHN HENRY D. NAGA**

*Privacy Commissioner*

*Head of the Procuring Entity*

Date: MAY 24 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: **MAY 24 2024**

**MS. CHARMAINE JOYCE D. EROLES**

*Sales and Event Coordinator*

**ABAGATAN HOTELS INC.**

9021 Amuyong-Kaytitinga Road, Alfonso, Cavite, Philippines

Dear **MS. EROLES**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 037-2024 series of 2024, the contract for **EMPLOYEE WELFARE, RELATIONS, ENGAGEMENT, AND DISCIPLINE - LEASE OF VENUE** amounting to **ONE MILLION TWO HUNDRED NINETY-TWO THOUSAND AND ONE HUNDRED FIFTY PESOS (PHP1,292,150.00)** VAT inclusive, is awarded to **ABAGATAN HOTELS 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

Digitally  
signed by  
Mendoza Ma.  
Josefina  
Eusebio

Conforme:

**MS. CHARMAINE JOYCE D. EROLES**

*Sales and Event Coordinator*

**ABAGATAN HOTELS INC.**

Date: **MAY 25 2024**

## CONTRACT OF LEASE

This Contract of Lease is made and entered into this 03 JUN 2024 by and between:

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

-and-

**ABAGATAN HOTELS INC.**, a corporation duly organized in accordance with and registered under the laws of the Republic of the Philippines, with office at the Amuyong Alfonso, Cavite, and represented herein by its Sales and Events Coordinator, **MS. CHARMAINE JOYCE D. EROLES** (the "SECOND PARTY").

The **FIRST PARTY** and the **SECOND PARTY** shall hereafter be referred to collectively as the "**PARTIES**".

### WITNESSETH: That -

**WHEREAS**, the **FIRST PARTY** has expressed its desire to lease a venue for the Employee Welfare, Relations, Engagement and Discipline - Team Building (the "EVENT") on 6 June 2024 to 7 June 2024;

**WHEREAS**, the **SECOND PARTY** owns, manages, and is authorized to lease out the Grand Ballroom situated at Abagatan Hotels Inc., Amuyong - Kaytitinga Rd., Amuyong, Alfonso, Cavite (the "VENUE");

**WHEREAS**, the **SECOND PARTY** has participated in the procurement of lease of real property or venue pursuant to *Section 53.10 and Annex H of the 2016 Revised Implementing Rules and Regulations of the Government Procurement Reform Act (Revised IRR of R.A. 9184)*;

**WHEREAS**, the **SECOND PARTY** represents that it possesses the facilities and equipment required by the **FIRST PARTY**;

**WHEREAS**, the **FIRST PARTY**, relying on the representations made by the **SECOND PARTY**, is amenable in leasing the **VENUE**, under the terms and conditions set forth below;

**WHEREAS**, on 24/05/2024, the Head of Procuring Entity approved the **NPC BAC Resolution No. 037-2024** Series of 2024 recommending the Award to **ABAGATAN HOTELS INC.** amounting to **ONE MILLION TWO HUNDRED NINETY-TWO THOUSAND AND ONE HUNDRED FIFTY PESOS ONLY (PHP 1,292,150.00)** A Copy of the Notice of Award is hereto attached as **ANNEX "A"** and made an integral part of this Contract;

**NOW, THEREFORE**, considering the foregoing premises and the mutual covenants and stipulations set forth herein, the **PARTIES** hereby agree and stipulate as follows:

#### 1. Subject Matter.

This Contract refers to the lease by the **FIRST PARTY** of sixty-two (62) rooms for two hundred forty-five (245) guests and Grand Ballroom with round table set-up owned by the **SECOND PARTY**, from 6 June 2024 to 7 June 2024.

2. Venue

The VENUE shall include the following room requirements for a minimum number of sixty-two (62) rooms with two hundred forty-five (245) guests guaranteed:

JUNE 6-7, 2024 (THURSDAY - FRIDAY)   1 NIGHT					
Room Category	Occupancy	Number of Rooms	Number of nights	Number of Pax	Room Rate
Standard Room	Single	8	1	8	Php 4,100.00 net per room per night
Standard Room	Triple	27	1	81	Php 5,600.00 net per room per night
Superior Room	Quad	8	1	32	Php 7,500.00 net per room per night
Deluxe Room	Quad	9	1	36	Php 7,900.00 net per room per night
Heritage Suite	Quintuple	1	1	5	Php 13,500.00 net per room per night
Premiere Suite	Quintuple	2	1	10	Php 13,500.00 net per room per night
Junior Suite	Octuple	2	1	16	Php 17,000.00 net per room per night
Executive Suite	Quintuple	2	1	10	Php 16,600.00 net per room per night
Balai Nga Bassit	Quindecuple	1	1	15	Php 25,600.00 net per room per night
Dormitories	20 pax 12 pax	2	1	32	Php 1,500.00 net per room per night
<b>TOTAL</b>		<b>62</b>	<b>10</b>	<b>245</b>	

**Inclusions:**

- Complimentary in-room Internet and Wi-Fi access
- Complimentary use of the gym, indoor sports area, swimming pool and fishing at the lagoon
- Complimentary in-room coffee & tea making facility and mini refrigerator
- Complimentary daily replenishment of bottled water

Function Date	Time	Function Room	Function Room Set-Up	Number of Pax
JUNE 6, 2024 (THURSDAY)	9:00 AM - 6:00 PM	GRAND BALLROOM	ROUND TABLE SET-UP	245
JUNE 7, 2024 (FRIDAY)	8:00 AM - 12:00 NN			

The Banquet Package includes the following equipment and amenity:

1. Use of a function space at the above-mentioned contracted time
2. PA sound system with 2 microphones
3. Whole day use of TV Monitor
4. Complimentary Wi-Fi at the assigned room
5. Free Flowing Coffee and Tea

A complimentary ingress shall be provided by the **SECOND PARTY** starting at 9:00 AM of the event date. All foyer areas shall be open planned, and the **FIRST PARTY** shall have sole use of the pre-function areas.

The **SECOND PARTY** shall offer alternative venue/s appropriate for the **FIRST PARTY'S** requirements in case the venue originally reserved becomes unsuitable for use by the **FIRST PARTY**, subject to availability and prior agreement of the **PARTIES**. Failure by the **SECOND PARTY** to offer and/or deliver the alternative venue/s on the lease period, notwithstanding compliance by the **FIRST PARTY** of all its obligations under this Contract, shall obligate the **SECOND PARTY** to indemnify the **FIRST PARTY** in an amount equivalent to the payment already made by the **FIRST PARTY** under this Contract and any damage/s that may be suffered by the **FIRST PARTY** due to such failure.

Additional accommodation and meals required by the **FIRST PARTY** may be allowed by the **SECOND PARTY** provided that written notification shall be advised at least seven (7) days prior to the event date and is subject to availability.

### 3. Meals

The VENUE shall include a managed buffet set-up with the following menu:

Date	Meal	Menu	Serving Time	Venue	Number of Pax
JUNE 6, 2024 (THURSDAY)	AM SNACKS	Chamorado with Dried Fish	9:00 am - 9:30 am	Grand Ballroom	




	<b>MANAGED BUFFET LUNCH</b>	<b>MENU 7</b> <b>Soup</b> <i>Cream of Pumpkin</i> <b>Main Course</b> <i>Beef Meatballs in Tomato Sauce</i> <i>Citrus Glazed Grilled Chicken</i> <i>Stir Fried Vegetable Pandan Flavored Rice</i> <b>Dessert</b> <i>Blueberry Parfait</i>  <i>With One Round of Drink</i>	12:00 nm - 1:00 pm		245
	<b>PM SNACKS</b>	<i>Special Lomi with Soft Roll</i>	2:30 pm - 3:00 pm		
	<b>MANAGED BUFFET DINNER</b>	<b>MENU 6</b> <b>Soup</b> <i>Cream of Asparagus</i> <b>Main Course</b> <i>Pan Seared Pork Loin</i> <i>Chicken Caldereta</i> <i>Sautéed Beans with Bacon</i> <i>Plain Rice</i> <b>Dessert</b> <i>Black Forest Cake</i>  <i>With One Round of Drink</i>	6:00 pm - 8:00 pm		
<b>JUNE 7, 2024 (FRIDAY)</b>	<b>COMMON BREAKFAST</b>	<i>Chef's Discretion</i>	6:00 am - 10:00 am	Garden Restaurant	245
	<b>AM SNACKS</b>	<i>Tuna Croissant with Chips</i>	9:00 am - 9:30 am		
	<b>MANAGED BUFFET LUNCH</b>	<b>MENU 8</b> <b>Soup</b> <i>Mixed Seafood Chowder</i> <b>Main Course</b> <i>Pork Barbeque</i> <i>Sweet and Sour Fish Fillet</i>	11:00 am - 1:00 pm	Grand Ballroom	
		<i>Pechay in Garlic Oyster Sauce</i> <i>Plain Rice</i> <b>Dessert</b> <i>Carrot Cake</i>			





		<i>With One Round of Drink</i>			
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**3. Aggregate Charges.**

The aggregate charges for the use of the VENUE, including the food and beverage, facilities, and provision of certain technical services as specified in the Terms of Reference shall be in the amount of **One Million Two Hundred Ninety Two Thousand and One Hundred Fifty Pesos (Php 1,292,150.00)**.

Ten (10%) percent extra covers from the minimum guaranteed number of participants shall be accommodated by the **SECOND PARTY** during functions, in which extra charge shall be based on the agreed upon meal rates. However, additional meal requirement will be subject to availability and strictly be up to the chef's discretion. In addition, the **SECOND PARTY** will impose a surcharge of 10% per person per meal in excess of the allocated extra covers.

The following equipment is available upon request with the following rates:

Videoke	Php 4,000.00 net (3 hours use, in excess Php1,000.00 net per hour)
LCD Projector	Php 3,000.00 net (9 hours use, in excess Php 600.00 net per hour)
Lapel microphones	Php 800.00 net/equipment/day
TV Monitor	Php 1,000.00 net/equipment/day
Wired microphones	Php 300.00 net (in excess of 2 complimentary units)
Electrical fee for other equipment	Php200.00/equipment/day (in excess of 5 units)

The total amount is inclusive of all applicable government taxes (VAT and Local Government Tax) and service charge.

**4. Terms of Payment.**

The **FIRST PARTY** shall pay the contract price to the **SECOND PARTY** through a send bill arrangement. Payment shall be given upon receipt of the statement of account.

Payment shall be made to the **SECOND PARTY** with the following bank details:

Account Name:	
Bank Name:	
Bank Account No.:	

The **FIRST PARTY** will accept responsibility for [guest room, tax, food and beverage functions] and all authorized service charges for all of its attendees without prejudice to the right of the **FIRST PARTY** to seek reimbursement from the guest/attendees. All other charges will be the responsibility of the attendee.

**5. Food and Beverage Policy.**

All food and beverage items shall be exclusively provided and served by the **SECOND PARTY**. The **FIRST PARTY** is not permitted to bring in food and beverage items in the VENUE unless there is an agreement to the contrary. When allowed inside the **SECOND PARTY**, the following corkage fee shall apply:

- |                            |   |                              |
|----------------------------|---|------------------------------|
| 1. Wine/Liquor/Hard Drinks | - | Php 1.00 per ml              |
| 2. Beer                    | - | Php 60.00 net per bottle/can |
| 3. Lechon Baboy            | - | Php 5,000.00 net per lechon  |

6. **Parking Concession.**

A complimentary parking for self-parked vehicles shall be provided by the **SECOND PARTY** free of charge.

7. **Obligations of the Parties.**

- a. The **SECOND PARTY** shall make the VENUE available for the **FIRST PARTY** during the lease period from 9:00 AM on June 6, 2024 to 12NN on June 7, 2024 and within [16 hours]] from its expiration for removal of the latter's items. The **FIRST PARTY** shall only occupy the VENUE during this period.
- b. For the duration of the EVENT, the **SECOND PARTY** shall provide and maintain the security within the VENUE and internal patrols for common areas of their property. Deployment by the **FIRST PARTY** of security personnel shall be subject to the **SECOND PARTY'S** rules on security. Proper coordination with the **SECOND PARTY** shall be made within a reasonable period prior to the EVENT. If necessary, especially in the case of concerts or live shows, the **FIRST PARTY** shall, at its cost, likewise coordinate with and procure the assistance of the police authorities to assure crowd control and peace and order within the VENUE and the **SECOND PARTY'S** immediate periphery.
- c. The **SECOND PARTY** shall be responsible for ensuring that all fire escapes inside of the venue allocated to the **FIRST PARTY** are not obstructed by seating arrangements, stages, equipment and other set up for the EVENT.
- d. The **FIRST PARTY** shall hold the EVENT according to the purpose agreed upon by the **PARTIES**. It shall not hold the EVENT in such a manner as to offend public decency and good morals.
- e. The **FIRST PARTY** shall be responsible for ensuring all its activities conducted within the VENUE comply with all applicable laws, ordinances, rules, and regulations, including those of the **SECOND PARTY**. This includes, but is not limited to, local government ordinances, Bureau of Internal Revenue (BIR) regulations, and health and safety regulations. The **FIRST PARTY** shall obtain and maintain all necessary permits and licenses required for the EVENT.
- f. The **FIRST PARTY**, through its designated representative, may submit a detailed plan for the VENUE's physical and technical arrangements at least June 6, 2024 before the set-up begins. Additionally, the **FIRST PARTY** shall ensure that nothing is nailed, screwed, or adhered in any way to the building structure (walls, doors, etc.) without written permission from the **SECOND PARTY**. Signages and promotional materials in common areas also require prior written approval of the **SECOND PARTY**.
- g. The **FIRST PARTY** is required to ensure that any third-party supplier or subcontractor it engages for the EVENT comply with all the requirements set forth by the **SECOND PARTY**.

- h. During the event, valuables should not be left unattended. The **FIRST PARTY** and/or guests shall be solely responsible for all event materials, equipment and guests' personal belongings, such as, but not limited to, wardrobe, gifts, prizes, giveaways, exhibits, props, displays, and other such items.
- i. The **FIRST PARTY** shall be responsible for securing its independent insurance coverage in respect of any equipment, display items, valuables, or any material of similar nature brought in by the **FIRST PARTY** to the venue of the event and the **SECOND PARTY** shall not in any circumstances, be liable for any loss or damage suffered by the **FIRST PARTY** in respect of such items during the course of the event (including the transportation of the same to and from the venue) except if the same are lost or damaged due to the fault, negligence, or omission of the **SECOND PARTY** and its personnel.

**8. Prohibitions and Liabilities.**

- a. The **FIRST PARTY** shall not distribute nor sell within the VENUE or within its premises, any item, material, or commodity of whatever kind and nature, unless otherwise agreed upon by the **PARTIES**.
- b. The **FIRST PARTY**, its officers, employees, representatives, agents, contractors, guests, customers, or invitees shall not bring into the VENUE or other premises of the **SECOND PARTY**, firearms, ammunition, inflammable, exploding and detonating materials, pyrotechnics, contraband, dangerous or prohibited drugs, animals, plants, and other substances which can or may cause harm to persons and property.
- c. The **FIRST PARTY** shall not conduct its activities under this Contract in a manner that endangers or prejudices any person or property within the VENUE of the **SECOND PARTY**.

In the event of any loss, liability, damage, or injury arising from the activities of the **FIRST PARTY**, its officers, employees, representatives, agents, contractors, guests, or invitees, through willful misconduct or gross negligence, the **FIRST PARTY** shall indemnify and hold the **SECOND PARTY** harmless upon written demand after reasonable investigation. The indemnity shall include all reasonable costs, expenses, and attorney's fees incurred by the **SECOND PARTY**.

- d. The **SECOND PARTY** shall be responsible for any damage or injury to the **FIRST PARTY**, its personnel, agents, or third parties arising during the contract term, if caused by the **SECOND PARTY**, its agents, or personnel due to negligence, willful misconduct, or breach of this agreement. The indemnity shall include all reasonable costs, expenses, and attorney's fees incurred by the **SECOND PARTY**.

**9. Force Majeure.**

The **PARTIES** shall free each other from liabilities if after proper investigation the failure to carry out their obligations is found to be due to an act of God, including natural calamities, pandemic, public health emergency, civil disorder, war, riots, or any condition beyond their control.

The **SECOND PARTY** shall allow the rescheduling of the EVENT at the VENUE or at the alternative venue/s agreed upon on a date mutually agreed upon by the **PARTIES** free of any surcharges if the EVENT shall be rescheduled due to the reasons stated above. If the EVENT shall be impossible to implement due to reasons beyond the control of the **SECOND PARTY**, then all amounts paid by the **FIRST PARTY** shall be returned to them less reasonable expenses incurred.

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**10. Rescheduling & Cancellation.**

The **FIRST PARTY** may request the rescheduling of the EVENT, provided that the request is made in writing and subject to the availability of the VENUE on the proposed rescheduled date.

In the event that the request for rescheduling cannot be accommodated by the **SECOND PARTY**, any payment made by the **FIRST PARTY** shall be refunded to them in full and in accordance with the provisions of this Contract and applicable laws and regulations.

The **FIRST PARTY** reserves the right to cancel the event by providing written notice to the **SECOND PARTY** at least seven (7) days prior to the scheduled date.

**11. Confidentiality.**

The **SECOND PARTY** shall maintain the confidentiality of all personal and sensitive data collected or accessed during the term of this lease. This includes but is not limited to the personal information of the **FIRST PARTY**, its guests, and any other individuals associated with events held at the venue.

In the event that personal data of the **FIRST PARTY'S** guests/attendees will be processed, a written consent from them shall be required.

The data collected by the **SECOND PARTY** can only be utilized for the development and improvement of its services and amenities provided to the **FIRST PARTY**. It shall not be used for promotional purposes unless expressed consent is obtained from the data subject. Any promotional use of personal data shall be conducted in compliance with the applicable data privacy laws and regulations.

**12. Amendments.**

No part of this Contract may be amended or modified unless reduced into writing making specific reference to this Contract, signed by the **PARTIES'** authorized representatives, and executed in accordance with the law.

**13. No Waiver.**

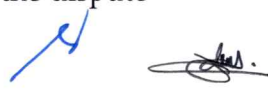
Failure or delay by a Party to exercise any right or privilege prescribed in this Contract shall not operate as a waiver thereof, nor shall the partial exercise of such right or privilege preclude the full exercise thereof. The **FIRST PARTY** cannot be put in estoppel by the mistakes or errors of its officials or agents.

**14. Intellectual Property Rights**

The **FIRST PARTY** acknowledges that the **SECOND PARTY** owns all intellectual property rights to "Abagatan Hotels Inc.," and the **FIRST PARTY**, its affiliates, assignees, agents, and employees do not acquire any right under this Agreement to use "Abagatan Hotels Inc." or any other trademark, trade name or other intellectual property of the **SECOND PARTY** or any of its existing and future affiliates or anything confusingly similar to any of the foregoing, in any advertising, publicly, marketing or promotion, without the prior written consent of the **SECOND PARTY**.

**15. Dispute Resolution.**

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, both **PARTIES** shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute



or difference shall be submitted to alternative dispute resolution, in accordance with the rules provided in the *Alternative Dispute Resolution Act of 2004 (R.A. 9285)*.

In case of any disputes arising from this Contract, the **PARTIES** hereto agree to submit to the jurisdiction of the courts of Pasay City only, to the exclusion of all other courts.

**16. Notice.**

All communications and notices pertaining to this Contract shall be addressed to the **PARTIES** herein indicated and sent to their respective addresses as herein provided, unless a different addressee and address is specified by a party.

National Privacy Commission	<b>Ms. Rosaly B. Santos</b> <i>Chief, Human Resource Development Division</i>	Email/Contact Number [REDACTED] (02) 632 532 1322 loc. 121
Abagatan Hotels Inc.	<b>Ms. Charmaine Joyce D. Eroles</b> <i>Sales and Events Coordinator</i>	Email/Contact Number <a href="mailto:events@abagatanhotels.com">events@abagatanhotels.com</a> [REDACTED]

**17. Successors Bound.**

This Contract shall be binding on the **PARTIES** and their respective successors and authorized representatives.

**18. Entirety.**

This Contract represents the entire agreement between the **PARTIES** and supersedes any prior Contracts or understandings, including previous letters of intent, e-mailed confirmations, or inconsistent term sheets. The terms and conditions outlined in the Annexes and all relevant procurement documents are integral to this Contract. In case of any conflict between the terms of this Contract and the relevant Annexes, the terms of this Contract shall prevail. No other statements related to the lease, whether oral or written, express or implied, shall bind the **PARTIES**.

**19. Relationship.**

This Contract neither constitutes a partnership agreement nor creates a joint venture or agency relationship between the **PARTIES**. It is specifically understood that the employees of the **SECOND PARTY** are not to be considered employees of the **FIRST PARTY** and vice versa.

**20. Separability.**

If any provision/s in this Contract is/are determined to be invalid, unlawful, or unenforceable by a final judgment of a competent court, such provision/s shall be severed from the remaining provisions. The remaining provisions of the Contract shall continue to be valid and enforceable to the fullest extent permitted by law.

**21. Governing Law.**

This Contract shall be governed by and construed in accordance with Philippine Law. The implementation of this Contract shall be subject to the *Government Procurement Reform Act (R.A. 9184)*, its *Revised Implementing Rules and Regulations*, and other relevant issuances of the Government Procurement Policy Board.

22. Effectivity.

This Contract shall come into force and effect on the date the signatories of the PARTIES have signed this Contract.

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

NATIONAL PRIVACY COMMISSION

ABAGATAN HOTELS INC.

By:

By:

  
ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

  
JOHANNA CARLA T. GOMEZ

Accountant III

  
CHARMAINE JOYCE D. EROLES

Representative

Signed in the Presence of:

  
ROSALY B. SANTOS  
Chief, HRDD  
National Privacy Commission

Signature over Printed Name

  
ROSELLE G. LIPIT

Signature over Printed Name

[Acknowledgment page follows]

ACKNOWLEDGMENT

Republic of the Philippines )  
MANILA CITY ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	VALID ID	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA		
CHARMAINE JOYCE D. EROLES	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

This instrument consists of \_\_\_\_ (\_\_\_) pages including this page wherein this Acknowledgment is written and signed by the parties' instrumental witnesses on every page hereof.

WITNESS MY HAND AND SEAL, this JUN 04 2024 day of MANILA CITY, 2024 at Pasay City, Philippines

Doc. No.: 208  
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ATTY. GARY CAMITAN AURE  
NOTARY PUBLIC, CITY OF MANILA  
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