



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 040-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
LEASE OF VENUE (APP ITEM NO. 2023-0066)**

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, pursuant to Proclamation No. 527 dated 3 July 2018, the NPC will be conducting its 6th Privacy Awareness Week (PAW). The NPC requires a venue for the conduct of the PAW to be held on 25 May 2023;

WHEREAS, the NPC approved its FY 2023 Annual Procurement Plan (APP), which includes the procurement of Lease of Venue under APP Item No. 2023-0066 with the Approved Budget for the Contract of P 975,000.00;

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, the end-user conducted a Cost-Benefit Analysis¹ wherein they enumerated the eight (8) major considerations that the Commission determined which are important in this procurement activity, namely:

- (1) **Event Date** - a venue that is available on 25 May 2023;
- (2) **Number of Guests** - a venue that can accommodate 650 guests;
- (3) **Cost** - a venue that can provide facilities and services needed for the minimum budget allocation of Eight Hundred Thousand Pesos (Php800,000.00) to a maximum of One Million Pesos (Php 1,000,000.00);
- (4) **Location** - a venue within 10 Kilometers from the office of the NPC;
- (5) **Connectivity** - a venue that can be able to provide **FREE** and fast internet connection for 650 VIPs and guests;
- (6) **Adequate Parking Facility** - a venue that can accommodate at least 650 vehicles **FREE** of charge in order not to burden guest with the cost of this amenity;
- (7) **Food** - a venue that will be able to provide (inclusive) a wide array of food choices including **FREE** flowing potable water, coffee, and tea and be

¹ Attached as Annex "A".

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

open and flexible with approving outside food to be brought in case an emergency need arises;

(8) Overall Guest Comfort - a venue that can provide the most number of inclusions within the given budget range.

WHEREAS, on 21 April 2023, the NPC Bids and Awards Committee (NPC-BAC), through its Secretariat, sent Requests for Quotation through electronic mail to Okada Manila (Hotel), Sofitel Philippine Plaza, and the Philippine International Convention Center (PICC). The Request for Quotation was also posted at the PhilGEPS and NPC website as well as the NPC bulletin board;

WHEREAS, no submission was received by the NPC BAC Secretariat from the PICC, a government-owned facility. Moreover, the Justification² submitted by the end-user, provided that:

xxx despite coordination efforts conducted through calls, personal oculars, and emails, no government facility within the locality near the office of the NPC submitted a quotation to aid the Commission in the careful planning and implementation of its Scope of Work for the procurement of lease of venue.

It is recommended that the *most beneficial move is that the Commission, to ensure the success of the event, engage a private facility who can:*

- (1) address all enumerated major considerations at the minimum;
- (2) minimize the burden and increase the comfort of guests;
- (3) achieving cost savings and efficiency.

By doing so, the Commission can ensure that the event runs smoothly while also being cost-effective, thereby maximizing the benefits for the NPC and the broader privacy community.

xxx (Emphasis supplied).

WHEREAS, on 28 April 2023, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the single submitted quotation from Tiger Resort, Leisure and Entertainment Inc. doing business in the name and style Okada Manila (Hotel), 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 “C”, wherein it shows that the rating for the said Tiger Resort, Leisure and Entertainment Inc. doing business in the name and style Okada (Hotel) is **100.00%**;

WHEREAS, the NPC-BAC determined that the Tiger Resort, Leisure and Entertainment Inc. doing business in the name and style Okada Manila (Hotel), 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 Nine Hundred Seventy-Five Thousand Pesos (Php 975,000.00);

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 Lease of Venue for the conduct of

² Attached as Annex “B”.

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

the Privacy Awareness Week 2023 to **TIGER RESORT, LEISURE AND ENTERTAINMENT INC. DOING BUSINESS IN THE NAME AND STYLE OKADA MANILA (HOTEL)**, for having the single calculated and responsive quotation in the total amount of Nine Hundred Seventy-Five Thousand Pesos (Php 975,000.00), subject to the presentation of its original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 28th day of April 2023 via a combination of on-site and videoconference meeting.

ATTEST:


MS. SUSANA O. ABADA
Information Officer IV, PIAD
End-User / Provisional BAC Member

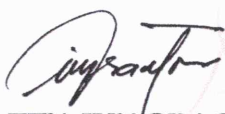

MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member


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

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by Milanes Rainier
Anthony Mabias

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

On official business
MR. ERWIN D. ESPENILLA
HEA, OPC
BAC Member


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

Digitally signed
by Ivy Grace T.
Villasoto


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

Digitally signed by
Patula Maria
Theresita Elnar

Approved:


ATTY. JOHN HENRY D. NAGA
Head of the Procuring Entity
Privacy Commissioner
Date: MAY 08 2023



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

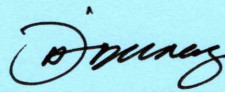
MAY 08 2023

[REDACTED]
Tiger Resort, Leisure and Entertainment Inc.
Okada Manila, New Seaside Drive,
Entertainment City, Tambo,
Parañaque City

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 040-2023, series of 2023, the contract for the procurement of **Lease of Venue** amounting to Nine Hundred Seventy-Five Thousand Pesos (P 975,000.00) **VAT inclusive**, is awarded to *Tiger Resort, Leisure and Entertainment Inc. doing business in the name and style Okada Manila (Hotel)* consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


ATTY. JOHN HENRY D. NAGA
Head of the Procuring Entity
Privacy Commissioner
Date: MAY 08 2023

 Digitally signed
by Medalla Joan
Therese Caragay

Conforme:

[REDACTED]
Tiger Resort, Leisure and Entertainment Inc.
Date: MAY 09 2023



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: MAY 11 2023

[REDACTED]
New Seaside Drive,
Entertainment, Parañaque City
Metro Manila, Philippines

Dear [REDACTED]

Notice is hereby given to TIGER RESORT, LEISURE AND ENTERTAINMENT INC. DOING BUSINESS IN THE NAME AND STYLE OKADA MANILA (HOTEL) for the commencement of the procurement for the **LEASE OF VENUE** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Agreement.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,


ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity

I acknowledge receipt of this notice on May 11, 2023
Name of the authorized representative of the [REDACTED]
Signature of the authorized representative [REDACTED]

EVENT AGREEMENT



NATIONAL PRIVACY COMMISSION
Privacy Awareness Week 2023
May 25, 2023 *H*

CONTRACT NO. 2023-05-0010



May 9, 2023

Atty. John Henry Du Naga
Privacy Commissioner
National Privacy Commission

Dear Atty. Du Naga:

Greetings from Okada Manila!

It is our great pleasure to be chosen as the venue for **Privacy Awareness Week 2023 on May 25, 2023**. Thank you for this opportunity to be of service to you and your guests. We look forward to helping you make this event a successful one.

Okada Manila is the biggest integrated resort in the booming Entertainment City. From its grand size to its awe-inspiring architecture, Okada Manila is a vibrant addition to the Philippines' rapidly growing entertainment and leisure industry.

Located 3 kilometers away from the Ninoy Aquino International Airport, Okada Manila is an exciting multi-dimensional property that boasts of a premium selection of hospitality services, extensive range of function venues, dining, retail, gaming and leisure options designed to exceed all types of guest expectations. The resort is located on the beautiful Manila Bay, which provides guests with a spectacular view of one of the world's best sunsets.

All of the above are complemented by enticing attractions such as the premium shopping promenade, the largest and most exciting gaming areas, an impressive night-club and indoor beach club, the finest and most technologically advanced hotel accommodations, a wide range of dining options and one of the biggest fountains in the world.

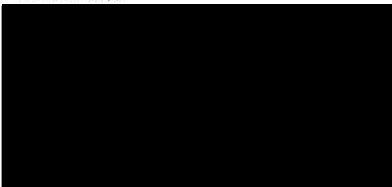
The integration of Japanese service and Filipino hospitality ensures that your guests will have the most memorable experiences.

The following offer is based on our understanding of your requirements, but can be modified, adjusted or changed according to your needs and subject to our mutual agreement. Upon your acceptance, the offer will serve as the agreement between you/Client and Okada Manila.

On behalf of Okada Manila, we look forward to assisting you in making this important event extraordinary.

Thank you.

Sincerely,





EVENT SPACE



Date	Time	Event Type	Venue	Set up	No. of Pax	Rate
May 25, 2023 Thursday	9:00 AM to 6:00 PM	Meeting	Grand Ballroom (1,647 sqm)	Classroom	650	<u>Special Meeting Package</u> PhP 1,500 net per person
		Holding Room	Grand Meeting Rooms 2-3 (170 sqm)	TBA		
TOTAL BANQUET CHARGES						PhP 975,000.00

- Complimentary ingress starting at 2AM of event date.
- Any **government mandate or directive** pertaining to health and safety protocols including but not limited to community quarantine category, social distancing, and other setup guidelines **shall be strictly followed**.
- Function rooms are assigned according to the expected attendance and set-up required. The Hotel reserves the right to assign alternative meeting space appropriate for your group's requirements should there be any changes from the expected attendance outcome, subject to availability and prior agreement with the Hotel.
- Okada Manila reserves the right to book additional functions in adjoining rooms with notification to existing clients. All foyer areas are open planned and no client has sole use of the pre-function areas.
- Client shall ensure that no extension is made outside of the allowed period of use.
- **Waived food and beverage minimum consumable amount:** Grand Ballroom at PhP 4,700,000.00

FOOD AND BEVERAGE ARRANGEMENT

Special Meeting Package at PhP 1,207.73 +++ | 1,500 net per person

- Buffet Lunch inclusive of one round of iced tea
- AM/PM Coffee Break with selection of sweet and savory snacks (2 items)
- Free-flowing coffee and tea

- Use of venue based on contracted time
- Complimentary use of banquet stage
- Basic table setup with table number



- Use of basic sound system

Qty Equipment

- 2 QSC KW153 3-Way Full Range Active Speakers
- 6 QSC KW181s Active Subwoofers
- 2 QSC K10 Active Monitor Speakers
- 1 Soundcraft Vi1 32ch Digital Audio Mixer
- 4 AKG DSM800 Digital Wireless Mic System
- 4 Shure SM58 Dynamic Microphone
- 4 Atlas Boom Mic Stands
- 1 Music Playback

- Sanitizer station
- Wi-Fi Internet access for all participants
- Complimentary 1 LAN internet connection (up to 15 mbps)
- Digital signage on each meeting room
- Dedicated Banquet Manager and Safety Ambassador to attend to all banquet arrangements
- Banquet net rates are inclusive of 12% VAT, 10% service charge and 2.2% local government tax

CORKAGE FEE

- Complimentary corkage for 20 1-liter bottles will be allowed. Excess shall not be allowed inside the venue unless corkage fee of PhP 2,500 net is prepaid.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions, associated with the Event must be provided, prepared, and served by the Hotel, and must be consumed on Hotel premises. Bringing in food from outside the hotel, is subject to the approval of management.

PARKING CONCESSION

- We are pleased to extend complimentary parking for self-parked vehicles.
- Regular Valet Fee will apply for all event attendees.
 - PhP 150 nett/hour (for less than 3 hours)
 - PhP 300 nett for 3 Hours and PhP 100 nett per succeeding hour

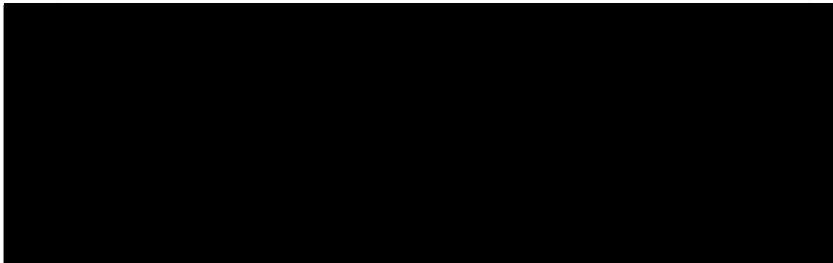
BILLING ARRANGEMENT

Initial Deposit	50% required upon event confirmation
Balance	50% on send bill arrangement (payable in 30 days upon receipt of Statement of Account)

Note: Incidental charges shall be settled right after the event either in cash or credit card



For your convenience, below are our bank details.



We may also send a payment link for credit or debit card payments.

GENERAL TERMS AND CONDITIONS

CANCELLATION

Cancellations or postponements made after the confirmation of the booking will merit a surcharge equivalent to the rates below:

Full Cancellation

Cancellation Period	Room and Catering Surcharge
Confirmation Date – 90 days and beyond prior to event date	20 % of the total estimated revenue
60 days – 89 days prior to event date	50% of the total estimated revenue
31 days – 59 days prior to event date	80% of the total estimated revenue
30 days and below prior to event date	100% of the total estimated revenue

Partial Cancellation

Cancellation Period	Reduction Count & Surcharge
More than 120 days prior to the first day of the event	Any and all cancellation shall be invoiced 10% of the total cancelled amount
Within 91 days to 120 days prior to the first day of the event	Any and all cancellation shall be invoiced 50% of the total cancelled amount
Within 61 days to 90 days prior to the first day of the event	Any and all cancellation shall be invoiced 60% of the total cancelled amount
Within 31 days to 60 days prior to the first day of the event	Any and all cancellation shall be invoiced 80% of the total cancelled amount
Less than 30 days prior to the first day of the event	Any and all cancellation shall be invoiced 100% of the total cancelled amount

FUNCTION DETAILS AND INSTRUCTIONS

- All function details and instructions are not confirmed until such time as Okada Manila receives them in writing.
- Okada Manila reserves the right to apply a surcharge or re-quote on said business if the number of attendees or function space increases or decreases from the signed contract.
- Okada Manila must receive in writing at least two (2) weeks before the function, particulars of the event including, but not limited to: function requirements, beverages, menus, entertainment, technical requirements, room set ups, starting and finishing times, set up and break down times.
- The Client shall advise in writing the exact and final number of guests /covers required for each meal at least three (3) business days prior to the Event for catering and billing purposes. Should a Guaranteed Number of Guests not be received within the said 3 day period, the attendance indicated on the Banquet Event Order will be taken as final.
- In the event that the actual number of guests exceed the Guaranteed Number by more than ten percent (10%), the Client agrees to pay a ten percent (10%) surcharge on the contracted rate per person (food beyond the



arranged number of buffer will be under chef's discretion). Client agrees to hold Okada Manila free and harmless from any damage or inconvenience to the Client and/or its guests.

- Any reduction in the Guaranteed Number of guests as stated in the signed contract shall be considered as a partial cancellation and shall be governed in accordance with the terms in the table above.
- The Client shall ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the building unless prior permission is granted by Okada Manila.
- Okada Manila reserves the right to book additional functions in adjoining rooms with notification to existing clients. All foyer areas are open planned and no client has sole use of the pre-function areas.
- Entertainment can be arranged by Okada Manila for your function, however Okada Manila cannot be held responsible for the performance of the subcontractor.
- No signage or promotional pieces may be erected in the common areas without prior written approval of Okada Manila management.
- Third party supplier or sub-contractor/s hired by the Client/Event Organizer shall follow and adhere to the requirements of Okada Manila. Okada Manila may require a bond of **PHP 20,000.00** to cover for any damages caused by the sub-contractor during ingress, egress and event proper. The full amount of the bond shall be returned not later than 30 working days after the event provided that there are no damages or other liabilities to Okada Manila.

DAMAGE TO PROPERTY

The Client shall be liable for any property damage and/or personal injury caused by itself or by the participants in its Event held at Okada Manila. Moreover, the Client and its participants must observe the procedures implemented at Okada Manila and, in particular, regulations relating to fire safety, procedures relating to depositing objects in the safe, etc. and may not claim compensation for the loss sustained in event of non-compliance with said procedures.

FORCE MAJEURE

Okada Manila shall not be held liable for failure to carry out its obligations herein when such failure is due to an act of God, including natural calamities, pandemic or any public health emergency, civil disorder, war, riots or any condition beyond the control of the hotel.

We shall not bill you for surcharges should you reschedule your event based on availability of venue and all amounts already paid shall be applied to the rescheduled event. Should the event be impossible to implement due to reasons beyond the control of Okada Manila, all amounts paid shall be returned less reasonable expenses incurred.

COMPLIANCE WITH LAWS / RULES AND REGULATIONS

Client / Event Organizer shall be responsible for ensuring that any and all its activities conducted within Okada Manila are compliant with and do not violate any law, ordinance, rules, and regulations. It shall strictly comply with all government regulations including, but not limited to, local government ordinances, BIR regulations, and health and safety regulations. It shall secure all the permits and licenses that may be needed for its event or activity that will be conducted at Okada Manila.

Prior to the date of the Event, the Client shall submit to Okada Manila copies of all permits and licenses from all relevant national and local government agencies that are necessary to pursue and conduct its event or activity within Okada Manila.

LIABILITY

Client / Event Organizer agrees to assume all liability for damages and losses incurred due to its own fault or negligence or that of its Artists, Participants, employees, delivery contractors, agents or representatives, VIP/special guests in connection with the Event.

Client / Event Organizer agrees to defend, indemnify and hold harmless Okada Manila and its stockholders, directors, officers, agents and employees, from and against any and all claims, liabilities, damages, controversies, lawsuits or causes of action, arising from or related to the event or activity that it will conduct at the premises of Okada Manila, or arising from any and all negligent, reckless, wilful or intentional conduct on the part of Client / Event Organizer and its agents, Artists, Participants, members, officers or employees in connection with the event and their use of the venue provided by Okada Manila.



The indemnification obligations of this Paragraph shall remain in full force and effect notwithstanding the termination of the Agreement and shall survive termination. In addition the indemnification provisions and obligations of this Agreement shall be operative and enforceable whether or not there is insurance coverage for the indemnified claim.

CONFIDENTIALITY

This Agreement and all information concerning the commercial terms and conditions, other than the existence of this Agreement, shall be kept confidential by Client/ Event Organizer, and shall not be disclosed to a third party except with the prior written consent of Okada Manila or as may be required by any law, court order or governmental agency, and except on a need to know basis, to Client's / Event Organizer's accountants, auditors, investors, lenders and legal counsel. This Confidentiality Clause shall survive the expiration or termination of this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings including any previous letter of intent, e-mailed confirmations or term sheets inconsistent herewith. No amendment to this Agreement shall be valid unless made in writing and duly executed.

AMENDMENTS

No part of this Agreement may be amended or modified unless reduced into writing, making specific reference to this Agreement and signed by the Parties' authorized representatives.

ASSIGNMENT

Client / Event Organizer shall not assign or transfer this Agreement or any interest therein, without the prior written consent of Okada Manila.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Philippine law. In case of any disputes arising from this Agreement, the Parties hereto agree to submit to the jurisdiction of the courts of Paranaque City only, to the exclusion of all other venues.

CONFIRMATION

The details quoted in this contract are correct at the time of writing and based on your own specific requirements.

To signify your acceptance of this proposal, kindly affix your signature below and send to us via email to [REDACTED] on or before May 16, 2023.

Atty. Du Naga, should you have additional inquiries, kindly contact me at [REDACTED]

We look forward in welcoming you and your guests at Okada Manila.

Sincerely,

OKADA MANILA
[REDACTED]

Accepted By:

NATIONAL PRIVACY COMMISSION

Atty. John Henry Du Naga

Privacy Commissioner

Date:

Noted By:

[REDACTED]