

Republic of the Philippines NATIONAL PRIVACY COMMISSION

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307



BIDS AND AWARDS COMMITTEE

Resolution No. 075-2024, Series of 2024

RECOMMENDING THE AWARD OF CONTRACT FOR THE FY 2025 OPERATIONAL PLANNING AND CONDUCT OF FY 2025 GAD PLANS AND BUDGET WORKSOP – LEASE OF VENUE & FY 2025 GAD PLANS AND BUDGET (GPB) AND ANNUAL OPERATIONAL PLANNING WORKSOP (APP ITEM NO. 2024-0062 & 2024-0043)

WHEREAS; the National Privacy Commission (NPC) is the Agency mandated to administer and Implement Republic Act No. 10173 or the Data privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS; the NPC regularly conducts its Operational Planning to examine current target performance laid down in the GAA performance indicators and create catch-up plans for the current year. The Operational Planning is an annual planning exercise which outlines specific actions and resources needed by the Commission in its day-to-day operations to implement broader strategic plans. This activity involves setting detailed goals, identifying tasks, assigning responsibilities and allocating resources.

WHEREAS; the NPC enters the stage of strategic growth to examine its 2025 Operational Plans to better match the overall targets set out in its 2023-2028 strategic Plans aligned with the PDP framework. The NPC seeks to improve its operational strategies and optimize its efficiency of its strategic initiatives and to assist the Commission and addressing hurdles and capturing the opportunities;

WHEREAS; promoting gender equality and equal access to opportunities is also one of the NPC's primary responsibilities as the leading organization in data privacy and personal information protection. In accordance with Section 36 Republic Act (RA) 9710 or the MAGNA Carta of Women (MCW) which call on all national government agencies to prepare and submit their GAD Plan and Budget (GPB) to the Philippine Commission on Women, the NPC shall conduct the FY2025 GPB. Additionally, it aims to review and incorporate gender mainstreaming from the planning stage to policy and program development and evaluation. Furthermore, the GPB is required to allocate at least five percent (5%) of the agency's total budget appropriations;

WHEREAS; the NPC Information System strategic Plan (ISSP), which outlines the agency's overall strategic planning for its information and communications technology (ICT) thrusts, strategies, and programs for development over the next three to five years, is also formulated as part of operational planning;

WHEREAS; the NPC approved its FY 2024 Annual Procurement Plan (APP) which includes the procurement of Lease of Venue with APP No. 2024-0062 and 2024-0043 with an Approved Budget of the Contract amounting to One Million One Hundred Eighty Thousand Pesos (PhP1,180,000.00);

The original of this document is in digital format NPC_BAC_RESO-V1.0, R2.0, 04 March 2024

Ref No.: BAC-24-00873

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; on 10 October 2024, a Request for Quotation (RFQ) was posted on PHILGEPS website and at the NPC website. It was likewise sent to three (3) suppliers namely: (1) Baguio Convention and Cultural Center; (2) The Forest Lodge at Camp John Hay (3) The Manor at Camp John Hay;

WHEREAS, on 18th of October 2024, The National Privacy Commission - Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotations by Camp John Hay Suites Corporation Under the Trade Name: The Forest Lodge at Camp John Hay and determined that it passed the technical, legal and financial requirements mandated under RA 9184:

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 procurement of the FY 2025 OPERATIONAL PLANNING AND CONDUCT OF FY 2025 GAD PLANS AND BUDGET WORKSOP - LEASE OF VENUE; FY 2025 GAD PLANS AND BUDGET (GPB) AND ANNUAL OPERATIONAL PLANNING WORKSOP to CAMP JOHN HAY SUITES CORPORATION UNDER THE TRADE NAME: THE FOREST LODGE AT CAMP JOHN HAY for being the single calculated and responsive quotation with the total amount of One Million One Hundred Sixty Eight Thousand Six Hundred Pesos (PhP1,168,600.00), subject to the presentation of their original documentary requirements upon the signing of the Notice of Award (NOA).

RESOLVED this of 18th of October 2024, via combination of on-site and videoconference meeting.

ATTEST:

R

Digitally signed by Abainza Fionamae Hilda Verano

MS. FIONAMAE HILDA V. ABAINZA

Planning Officer III, FPMD Provisional BAC Member/End-User

Digitally signed by Cabatu Rodolfo Serios Jr

ATTY. RODOLFO S. CABATU, JR

Division Chief, EnD BAC Member Digitally signed by Fabricante Marlon Ruben Natividad

MR. MARLON RUBEN N. FABRICANTE

Division Chief, ASD BAC Member

> Digitally signed by Nieva Aubin Romero

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

The original of this document is in digital format NPC_BAC_RESO-V1.0, R2.0, 04 March 2024

Ref No.: BAC-24-00873

Approved:

Donne

Digitally signed by Naga John Henry Du

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity

Date: 2 2 OCT 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: 2 2 OCT 2024

Camp John Hay Suites Corporation

Under the Trade Name: The Forest Lodge At Camp John Hay

Loakan Road, Baguio City

Dear

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 075 series of 2024, the contract for FY 2025 OPERATIONAL PLANNING AND CONDUCT OF FY 2025 GAD PLANS AND BUDGET WORKSOP - LEASE OF VENUE; FY 2025 GAD PLANS AND BUDGET (GPB) AND ANNUAL OPERATIONAL PLANNING WORKSOP amounting to One Million One Hundred Sixty Eight Thousand Six Hundred Pesos (PhP1,168,600.00) VAT inclusive, is awarded CAMP JOHN HAY SUITES CORPORATION UNDER THE TRADE NAME: THE FOREST LODGE AT CAMP JOHN HAY, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally signed by Naga John

Henry Du

JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity

Conforme:

Camp John Hay Suites Corporation

Under the Trade Name: The Forest Lodge At Camp John Hay

Loakan Road, Baguio City Date: 2 9 001 2024

Date:

Ref No.: BAC-24-00872

NPC_BAC_NOA-V1.0, R2.0, 04 March 2024

LEASE CONTRACT

11 1 NOV 2024

This Lease Contract (the "Contract"), is made and entered into this _ and between:

by

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 (the "First Party");

and

CAMP JOHN HAY SUITES CORPORATION under the trade name THE FOREST LODGE AT CAMP JOHN HAY, a corporation organized and existing under Philippine law, with principal office located at Camp John Hay, Loakan Road, Scout Barrio, Baguio City, CAR, Philippines, herein represented by its (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 FY 2025 OPERATIONAL PLANNING AND CONDUCT OF FY 2025 GAD PLANS AND BUDGET WORKSHOP; FY 2025 GAD PLANS AND BUDGET (GPB) AND ANNUAL OPERATIONAL PLANNING WORKSHOP (the "EVENT") on 11-13 November 2024;

WHEREAS, the Second Party owns, manages, and is authorized to lease out CAMP JOHN HAY SUITES CORPORATION under the trade name THE FOREST LODGE AT CAMP JOHN HAY (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 22 October 2024, the Head of Procuring Entity approved the NPC BAC Resolution No. 075-2024, Series of 2024, recommending the Award to CAMP JOHN HAY SUITES CORPORATION under the trade name THE FOREST LODGE AT CAMP JOHN HAY amounting to One Million One Hundred Sixty-Eight Thousand Six Hundred Pesos (PHP1,168,600.00). 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 of The Forest Lodge at Camp John Hay by the First Party for the FY 2025 OPERATIONAL PLANNING AND CONDUCT OF FY 2025 GAD PLANS AND BUDGET WORKSHOP; FY 2025 GAD PLANS AND BUDGET (GPB) AND ANNUAL

OPERATIONAL PLANNING WORKSHOP on 11 to 13 November 2024.

2. Venue

The VENUE shall include the following amenities/services:

A. ROOM ACCOMMODATION:

Date of Arrival	Date of Departu re	No. of Night s	No. of Rooms	Total Roo m Night	Room Type	Sharin g	Discoun ted Room Rate	TOTAL
11 Nov. 2024	13 Nov. 2024	2	6	12	Superi or Room	Single / Twin Sharin g	Php 5,000.00	Php 60,000.00
11 Nov. 2024	13 Nov. 2024	2	36	72	Superi or Room	Single / Twin Sharin g	Php 5,000.00	Php 360,000.0 0
TOTAL		2	42	84			PH	P 420,000.00

- Room rates are NET and inclusive of all applicable government taxes
- Extra person is Php 1,500.00 net per night above the minimum capacity of the room
- Extra bed or bed is Php 1,500.00 net per night
- Drivers Room charge is Php 1,500.00 net per night
- Extra Breakfast is Php 1,100.00/Person
- All guest rooms will be subject to space availability
- Standard check-in time is 3:00 PM and check-out time is 11:00 AM
- Non-smoking and non-airconditioned room

B. BANQUETS WITH ROOM FUNCTION:

DATE	VENUE	TIME	MEAL	NO. OF PERSONS
November 11,2024 (Monday)	19 th tee	10:00 AM	Set AM Snacks	80
		12:00 NN	Buffet Lunch	80
		3:00 PM	Set PM Snacks	80
		6:00PM (Use of function room until 10PM)	Buffet Dinner	80
November 12,2024 (Tuesday)	Kalinga- Ifugao	07:00 AM	Buffet Breakfast	80
-		10:00 AM	Set AM Snacks	80
2.0		12:00 NN	Buffet Lunch	80
		3:00 PM	Set PM Snacks	80
		6:00PM	Buffet Dinner	80

		(Use of function room until 10PM)		
November 13,2024 (Wednesday)	Fine Dining, Golf Club	07:00 AM	Buffet Breakfast	80
		10:00 AM	Set AM Snacks	80
		12:00 NN	Packed Lunch	80

A complimentary ingress shall be provided by the **Second Party** starting at 11 November 2024 of the event date. All foyer areas shall be open planned, and no client 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.

3. Aggregate Charges

The aggregate charges for the use of the VENUE, including 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 One Hundred Sixty-Eight Thousand Six Hundred Pesos (Php1,168,600.00.)

4. Incidental Charges

Any incidental and additional charges such as: (i) increase in the minimum guarantee on rooms and/or banquets; (ii) business center services; (iii) telephone calls; (iv) laundry; (v) room service; (vi) mini bar; (vii) equipment rental; and (viii) other additional and incidental charges which are not included in this contract shall be charged to the **First Party** and settled in full after the event, unless otherwise specified.

5. Terms Payment

The **First Party** shall pay the contract price to the **Second Party** through a send bill arrangement.

Payment shall be made to the **Second Party** with the following bank details:

BANK NAME	
ACCOUNT NAME	
ACCOUNT NUMBER	

Deposit slip should be emailed to:

6. Food & Beverage Policy

Food and beverage preparations shall include an excess of ten-percent (10%) from the allocated minimum guaranteed number of guests. Additional guests may avail of the food and beverage accommodations, subject to the following terms.

Only additional guests not more than the 10% excess allocation above shall be accommodated. Such additional guests shall be subject to a charge equivalent to the same package rate per person for this event.

In case more than the allotted allowance for the event shows up, the caterer may prepare food different from the chosen menu and charges per person will be based on what is available.

7. Parking Concession

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

8. Obligations of the Parties

- 8.1. The **Second Party** shall make the VENUE available for the **First Party** during the lease period from 11 to 13 November 2024 and within 5 hours from its expiration for removal of the latter's items. The **First Party** shall only occupy the VENUE during this period.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. The **First Party**, through its designated representative, may submit a detailed plan for the VENUE's physical and technical arrangements at least one day before the set-up begins. This plan includes, but not limited to layout diagrams (to scale) for exhibitions, booth/stand dimensions and specifications, weight of exhibit items, electrical

installations with power requirements. 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.

8.6. 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**.

9. Prohibitions & Liabilities

- 9.1. 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**.
- 9.2. The **First Party**, along with its officers, employees, representatives, agents, contractors, guests, customers, and invitees, is strictly prohibited from: (i) obstructing any fire escape or emergency exits; (ii) using hazardous materials, including flammable gases, pyrotechnics, fire, chemicals, explosive devices, pointed objects, weapons, and similar items that may pose a danger to persons or property; and (iii) bringing live animals onto the premises.
- 9.3. 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.

The **First Party** shall be responsible for any damage made on any of the properties of the Hotel and the Convention in the conduct of its event and any charge corresponding to the said damage.

- 9.4. 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**.
- 9.5. 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**.

10. Force Majeure

The **Parties** shall hold each other free 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 in full.

11. Reschedulin g & 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** may cancel the entire booking arrangement upon prior written notice to the **Second Party**, subject to reasonable fee agreed upon by the **Parties**. In the event of a cancellation without prior notice or no-show, a full cancellation charge based on the estimated grand total will be applied and billed to the **First Party**.

12. Confidential ity of the Agreement

This Contract and all information concerning the commercial terms and conditions, other than the existence of this Contract, shall be kept confidential by both **Parties** and shall not be disclosed to a third party, except with the prior written consent of the other **Party** or as may be required by any law, court order, or governmental agency, and except on a need-to-know basis, of either **Party's** accountants, auditors, investors, lenders, and legal counsel.

The information presented herein shall not be duplicated, used or disclosed, directly or indirectly, in whole or in part for any purpose without the prior written consent of either **Party**.

This Confidentiality Clause shall survive the expiration or termination of this Contract. Breach of this confidentiality agreement by either **Party** shall constitute a ground for any applicable legal action against the other.

13. Amendment to Contract

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.

14. 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.

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, including arbitration 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	Fionamae Hilda V. Abainza	
CJH Suites Corporation		

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 he at Pasay City, Metro	ereunto affixed their signatures on this day of Manila, Philippines.
NATIONAL PRIVACY COMMISSION By:	CAMP JOHN HAY SUITES CORPORATION under the trade name THE FOREST LO By:
ATTY. JOHN HENRY D. NAGA Privacy Commissioner JOHANA CARLA T. GOLZ ACCOUNTANT III., FP. D	
MAPPILOU C. LEELIAN CHEF ADMINISTRATIVE OFFICER	JOEL T PAGTULINGAN, JR.
Signature over Printed Name	Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

to me to be the same persons what the same are their own free waterument consists of () per and signed by the parties' institution.	ill and voluntary act and	l deed.
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Republic of the Philippines NATIONAL PRIVACY COMMISSION

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE TO PROCEED

Date Issued: 1 1 NOV 2024

Camp John Hay Suites Corporation Under the Trade Name: The Forest Lodge at Camp John Hay Loakan Road, Baguio City

Dear

Notice is hereby given to CAMP JOHN HAY SUITES CORPORATION for the commencement of the service relative to the FY 2025 OPERATIONAL PLANNING AND CONDUCT OF FY 2025 GAD PLANS AND (GPB) AND ANNUAL OPERATIONAL PLANNING WORKSHOP for the National Privacy Commission at the Camp John Hay Suites Corporation in accordance with the terms and conditions of the attached Lease of Contract.

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

Privacy Commissioner

Ref No.: ASD-24-02460

Head of the Procuring Entity

I acknowledge receipt of this notice on _____ Name of the authorized representative of the E

Signature of the authorized representative_

NPC_FAO_ASD_NTP-V1.0, R2.0, 04 March 2024