



BIDS AND AWARDS COMMITTEE
Resolution No. 072-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF NPC
GENERAL ASSEMBLY AND EMPLOYEES APPRECIATION - LEASE OF VENUE
(APP ITEM NO. 2024-0080)**

WHEREAS, the National Privacy Commission (NPC) 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, in pursuit of achieving its vision as the world-class regulatory and enforcement agency upholding the right to privacy and data protection while ensuring the free flow of information and commitment to excellence, its workforce have been working hard with dedication and serve as the backbone of the NPC in providing their time and support in realizing its goal;

WHEREAS, the General Assembly and Employees Appreciation will be held on 05 December 2024 at 2:00 P.M. to 10:00 P.M. with the theme “NPC Beyond Borders: From Local to Global” which reflects the NPC’s journey and exploration of the data privacy in the local and international landscape. This program shall be attended by all NPC officials and personnel, and stakeholders of NPC;

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) with APP Item No. 2024-0080 with an Approved Budget for Contract of Seven Hundred Eighty Thousand Pesos (Php780,000.00);

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184 recognizes Negotiated Procurement - Lease of Real Property and Venue (Sec. 53.10) as a method of procuring services where the amount involved does not exceed the threshold prescribed in Annex “H” of the IRR;

WHEREAS, on 09 October 2024, the NPC Bids and Awards Committee (NPC-BAC), through its Secretariat, sent Request for Quotation (RFQ), through electronic mail, to three (3) suppliers. The RFQ was also posted on the PhilGEPS and NPC websites as well as the NPC bulletin board;

WHEREAS, on 18th of October 2024, The National Privacy Commission - Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotations by Philippine International Convention Center 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 **NPC GENERAL ASSEMBLY AND EMPLOYEES APPRECIATION - LEASE OF VENUE** to **PHILIPPINE INTERNATIONAL CONVENTION CENTER** for being the single calculated and responsive quotation with the total amount of **Seven Hundred Sixty Five Thousand Five Hundred Ninety Three Pesos (PHP765,593.00)**, subject to the presentation of their original documentary requirements upon the signing of the Notice of Award (NOA).

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

ATTEST:

 Digitally signed
by Santos
Rosaly Balsote

MS. ROSALY B. SANTOS
Division Chief, HRDD
Provisional BAC Member/End-User



Digitally signed by
Fabricante Marlon
Ruben Natividad

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

 Digitally signed by
Cabatu Rodolfo
Serios Jr

ATTY. RODOLFO S CABATU JR.
Division Chief, EnD
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

Approved:

 Digitally signed
by Naga John
Henry Du

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: 22 October 2024



NOTICE OF AWARD

Date Issued: 22 OCT 2024

[REDACTED]
Philippine International Convention Center
PICC Complex, 1307 Pasay City, Metro Manila.

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 072-2024 series of 2024, the contract for **NPC GENERAL ASSEMBLY AND EMPLOYEES APPRECIATION - LEASE OF VENUE** amounting to **SEVEN HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED NINETY-THREE PESOS (PHP765,593)** VAT inclusive, is awarded to **PHILIPPINE INTERNATIONAL CONVENTION CENTER** consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally signed
by Naga John
Henry Du

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

Digitally signed
by Mendoza
Ma. Josefina
Eusebio

Conforme:

[REDACTED]
Philippine International Convention Center

Date: 30 OCT 2024

LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and executed by and between:

PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC., a corporation duly organized in accordance with and registered under the laws of the Republic of the Philippines, with office at the PICC Complex, Pasay City 1307, Metro Manila, Philippines, and represented herein by its duly-appointed and incumbent Deputy [REDACTED] hereinafter referred to as the "FIRST PARTY";

-and-

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 "SECOND PARTY");

WITNESSETH: That –

WHEREAS, the **SECOND PARTY** desires to hold an event, **NPC GENERAL ASSEMBLY AND ANNUAL EMPLOYEES APPRECIATION – LEASE OF VENUE** (hereinafter referred to as the "Event"), on 05 December 2024;

WHEREAS, the **FIRST PARTY** manages and operates the Philippine International Convention Center (PICC) Complex and is empowered and authorized to lease out meeting rooms and other spaces or areas therein to interested parties;

WHEREAS, the **SECOND PARTY** proposed to lease from the **FIRST PARTY** certain room/s, space/s or area/s at the PICC Complex set forth in "Annex A" hereof, and made an integral part hereof (hereinafter referred to as the "Venue");

WHEREAS, on 01 October 2024, the **SECOND PARTY's** Accountant issued Certificate of Availability of Funds (CAF) amounting to Seven Hundred Eighty Thousand Pesos (Php 780,000.00). A copy of the CAF is hereto attached as Annex "B" and made an integral part of this Contract.

WHEREAS, Alternative Mode through Negotiated Procurement-Lease of Venue as the mode of procurement pursuant to 2016 Revised Implementing Rules and Regulations of the Government Procurement Reform Act (Revised IRR of R.A. 9184);

WHEREAS, on 22 October 2024, the Head of Procuring Entity (HOPE) approved the **NPC BAC Resolution No. 072-2024, Series of 2024**, recommending the Award to the **FIRST PARTY** amounting to Seven Hundred Sixty-Five Thousand Five Hundred Ninety-Three Pesos (Php 765,593.00). The Notice of Award shall be made as an integral part of the Contract attached as Annex "C";

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

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below stated, the parties hereto do hereby agree and stipulate, as follows:

- Subject Matter.** This Agreement refers to the lease by the **SECOND PARTY** of the Venue from the **FIRST PARTY** to enable the former to hold the Event during the specific period/s (the "Lease Period/s") set forth in **Annex A - Aggregate Charges**.
- Aggregate Charges.** Subject to Section 3 below, the aggregate charges for the use by the **SECOND PARTY** of the Venue, including certain facilities and provision of certain technical services by the **FIRST PARTY** to the **SECOND PARTY** as itemized in **Annex A** (hereinafter referred to as the "Aggregate Charges"), plus the applicable tax on said charges, presently value-added tax (VAT), shall be shouldered by the **SECOND PARTY**, total of which shall be in the amount of: **Seven Hundred Sixty-Five Thousand Five Hundred Ninety-Three Pesos (Php765,593.00)**.
- Additional Charges.** Apart from the Aggregate Charges, the **SECOND PARTY** shall be assessed the following additional charges, as solely determined by the **FIRST PARTY**, provided the **SECOND PARTY** is notified. The **SECOND PARTY** shall receive a detailed breakdown of these charges and has the right to review and discuss them before they are finalized.

Henry D. Naga
ATTY. JOHN HENRY D. NAGA

- a. For the use of PICC facilities, equipment and/or provision by the **FIRST PARTY** of technical services, beyond or in excess of the Lease Period/s or in addition to those originally requisitioned;
- b. For food and beverages not included in the Aggregate Charges;
- c. For electricity consumed by any equipment brought to the Venue or anywhere inside the PICC Complex upon prior permission of the **FIRST PARTY**;
- d. For the installation of telephone, telecommunications and/or cable, TV equipment, at the Venue or anywhere inside the PICC Complex upon request by the **SECOND PARTY**;
- e. For change/s in venue layout, i.e., seating arrangements, tables and furniture, etc., as requested by the **SECOND PARTY** vis-à-vis that which was previously instructed by the **SECOND PARTY** or agreed upon by the parties and which have been already put in place by the **FIRST PARTY**;
- f. For authority granted by the **FIRST PARTY** to the **SECOND PARTY** to sell or distribute at the Venue or anywhere within the PICC Complex, souvenir, promotional and/or commercial items;
- g. For authority to allow the **SECOND PARTY**, or a third-party designated by the **SECOND PARTY**, to undertake commercial photography at the Venue or anywhere within the PICC Complex, especially for moving-up, graduation or oath-taking ceremonies and the like;
- h. By way of penalty, for bringing into (by the **SECOND PARTY**, its officials, staff, representatives, agents or guests) or allowing the bringing into the Venue, or anywhere inside the PICC Complex, of firearms, ammunition, inflammable, exploding and detonating materials including pyrotechnics, contraband, dangerous or prohibited drugs or substances, as well as animals, plants and substances which can or may cause harm to persons and property;
- i. After proper investigation, by way of replacement cost or damage to or loss of property owned by the **FIRST PARTY** or third party at the Venue or other premises at the PICC Complex due to willful misconduct or gross negligence of the **SECOND PARTY**, its officers, employees, representatives, agents or contractors including its guests, customers or invitees.; and/or
- j. For costs incurred by the **FIRST PARTY** in removing, disposing or bringing out stands, signboards, signage, props, production sets and other equipment or movable property brought in by the **SECOND PARTY**, its officers, employees, representatives, agents or contractors including its guests, customers or invitees.

The applicable tax on these additional charges, presently VAT, shall be for the account of the **SECOND PARTY**.

4. Guarantee of Payment. To guarantee the payment of the Aggregate Charges, plus applicable taxes and additional charges, the **SECOND PARTY** shall submit to the **FIRST PARTY** a Certificate of Availability of Funds, or any similar document stating that funds have been appropriated and specifically allocated for such payment, at least one (1) month prior to the holding of the Event. Failure to submit the said certificate or similar document within the aforesaid deadlines shall entitle the **SECOND PARTY** to release the **FIRST PARTY's** reservation for the Venue.

All Venue Charges, Additional Charges, and any other monetary obligation arising from or in connection with this Agreement, the **SECOND PARTY** hereby guarantees that the same shall be fully paid not later than ninety (90) days from receipt of the Statement of Account issued by the **FIRST PARTY**.

5. Refund. In case of any excess payment or unutilized Security Deposit, the **SECOND PARTY** shall claim the refund thereof within **two (2) years** from the last day of the event, unless there is a written instruction by the **SECOND PARTY** to the **FIRST PARTY** that any excess payment or unutilized Security Deposit be applied to the next event of the **SECOND PARTY**. Failure to claim the refund within the said period shall result in its forfeiture in favor of the **FIRST PARTY**.

6. Permits to Hold the Event. The **SECOND PARTY** shall secure any and all permits or licenses from all government agencies/authorities, whether national or local, which may be necessary or appropriate for the staging or holding of the Event, and shall provide the **FIRST PARTY** with photocopies of such permits or licenses not later than five (5) days prior to such Event.

7. Re-Scheduling/Deemed Cancelled. For justifiable reasons, the **SECOND PARTY** may request the re-scheduling of the Event, provided (1) that the request is made in writing at least two (2) weeks prior to the original schedule of the Event, and (2) that the new schedule of the Event proposed by the **SECOND PARTY** is within six (6) months from the original schedule of the Event. The **SECOND PARTY** recognizes that such re-scheduling is subject to the availability of the Venue on the proposed re-scheduled date. If the request for

re-scheduling cannot be accommodated by the **FIRST PARTY** because the Venue had already been reserved by another party, the **SECOND PARTY's** reservation shall be deemed cancelled. If deposit has been made, amount of deposit or a maximum of twenty-five percent (25%) of Aggregate Charges shall be forfeited in favor of the **FIRST PARTY**.

The foregoing shall not apply in case the re-scheduling of the Event by the **SECOND PARTY** is caused by force majeure or any fortuitous event. If the request for re-scheduling cannot be accommodated by the **FIRST PARTY** because the Venue had already been reserved by another party, the **SECOND PARTY's** reservation shall be deemed cancelled. The **FIRST PARTY** shall return any and all amounts already paid by the **SECOND PARTY**.

8. Limitation of Actual Use & Surrender of Venue, Removal of Items Brought In. The Lease Period/s for the Venue shall be limited to the number of hours for each day of use of each specific hall/s, room/s, counter/s facility/ies, equipment, and/or other space/s, as specifically indicated in **Annex A - Aggregate Charges**. The Venue shall immediately be caused to be vacated at the end of the Lease Period/s concerned, unless an extension is agreed upon in writing by the parties.

Stands, signboards, signage, props, production sets and other equipment or movable property brought in by the **SECOND PARTY**, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees, must be removed from the Venue or the PICC Complex premises within three (3) hours from the expiration of the specific Lease Period, unless this deadline is extended by the **FIRST PARTY** in writing. After this period, removal may be undertaken by the **FIRST PARTY** at the **SECOND PARTY's** expense, without the former assuming any responsibility for damage or injury to such equipment or movable properties.

9. Prohibitions and Liabilities. Unless authorized by the **FIRST PARTY**, the **SECOND PARTY** shall not (i) distribute nor sell within the Venue or other premises at the PICC Complex, any item, material or commodity of whatever kind and nature; or (ii) undertake any commercial photography in connection with the Event.

The **SECOND PARTY**, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees, shall not bring into the Venue or the PICC Complex, firearms, ammunition, inflammable, exploding and detonating materials, including pyrotechnics, contraband, dangerous or prohibited drugs, as well as animals, plants and substances which can or may cause harm to persons and property, as determined by the **FIRST PARTY**.

The **SECOND PARTY** shall not conduct its activities under this Agreement in such a manner as to endanger or prejudice any person or property inside the Venue and other premises at the PICC Complex, regardless of whether such person or property pertains to the **FIRST PARTY**, the **SECOND PARTY** or third parties. In the event of any loss, liability, damage or injury resulting from, or occasioned by, such activities of the **SECOND PARTY**, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees, the **SECOND PARTY** shall hold and keep the **FIRST PARTY** free and harmless from any such loss, liability, damage or injury, and shall fully indemnify the **FIRST PARTY** of any such loss, liability, damage or injury, including the costs or expenses as well as attorney's fees, incurred by the **FIRST PARTY** in satisfying the same or in prosecuting or defending any suit or case brought by or against the **FIRST PARTY**.

The **SECOND PARTY** shall not hold the Event in such a manner as to offend public decency and good morals, thus, in case the **FIRST PARTY** shall find the holding of the Event, including the display of materials therein, indecent or immoral, the latter, in its sole discretion, prevent or discontinue the holding of the Event.

After proper investigation, if the Venue or any other premises at the PICC Complex, including its facilities or equipment, shall be damaged by reason of the willful misconduct or gross negligence of the **SECOND PARTY**, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees as well as those persons caused to be admitted by the **SECOND PARTY** to attend, watch, witness or view the Event or any activity related to the Event, the **SECOND PARTY** shall pay the **FIRST PARTY**, upon demand, such sum as may be necessary to restore said premises or facilities or equipment to their original condition, ordinary wear and tear excepted.

Finally, the **FIRST PARTY** shall not be responsible for any damage or injury to the **SECOND PARTY**, its personnel or agent or to third parties arising at any time during the term of this Agreement, except when such damage or injury is caused by the **FIRST PARTY's** negligence, willful misconduct or breach.

10. Maximum Capacity. The **SECOND PARTY** must ensure that actual number of persons or individuals attending the Event shall not exceed the maximum capacity of the following hall/s, room/s or area/s based on type of set-up, to wit:

<u>Room/Hall, Etc.</u>	<u>Type of Set-Up</u>	<u>Maximum Capacity</u>
Summit Hall C-D (Agoncillo Halls)	Round Table	350

ATTY. JOHN HENRY D. NAGA

[Handwritten signature]

The **FIRST PARTY** has the right to refuse admission of additional persons or individuals to the Venue, if maximum seating capacity of the Venue has been exceeded, regardless of whether or not those barred admission were issued tickets/invitations or any other authorization by the **SECOND PARTY** to enter the Venue.

ATTY. JOHN HENRY D. NAGA

11. **Filing of Archive Materials.** For archival or record purposes, the **FIRST PARTY** shall be provided, free of charge, with at least two (2) complete sets of documents, materials, posters, logos and hand-outs including briefs issued or to be issued for or in connection with the Event.
12. **Physical and Technical Arrangements/Lay-out Plans.** The **SECOND PARTY** shall submit to the **FIRST PARTY**, for approval, the plans for physical and technical arrangements for each hall, room, parking space, counter, and/or other space/area forming part of the Venue at least two (2) weeks before the set-up of such physical or technical facilities. Failure to do so shall authorize the **FIRST PARTY** to decide on behalf of the **SECOND PARTY** the set-up or appropriate arrangements therefor.

In the case of exhibitions, preliminary drawings of lay-out plans made to scale, booth/stand dimensions and specifications, weight of exhibit items, electrical installations and power requirements, must be submitted to the **FIRST PARTY** by the **SECOND PARTY** one (1) month before installation date for its approval.

13. **Security/Coordination with Police Authorities.** For the duration of the Event, the **FIRST PARTY** shall provide and maintain security for building perimeter areas of the PICC Complex and internal patrols for common areas at the PICC Complex. Deployment by the **SECOND PARTY** of security personnel shall be subject to the **FIRST PARTY's** rules on security, and proper coordination with the **FIRST PARTY** shall be made within a reasonable period prior to the Event. If necessary, especially in the case of concerts or live shows, the **SECOND PARTY** shall, at its cost, likewise coordinate with and procure the assistance of the police authorities to assure crowd control as well as peace and order within the PICC Complex and its immediate periphery.
14. **Indemnification by FIRST PARTY.** The **FIRST PARTY** shall provide the **SECOND PARTY** with another Venue of the same or similar specifications for the Lease Period/s in case the Venue originally reserved is unavailable or found to be unacceptable by the **SECOND PARTY**. Failure by the **FIRST PARTY** to deliver the Venue or an equivalent alternative on the Lease Period/s, notwithstanding compliance by the **SECOND PARTY** of all its obligations under this Agreement shall obligate the **FIRST PARTY** to indemnify the **SECOND PARTY** in an amount equivalent to whatever payment was already made by the **SECOND PARTY** under this Agreement.

There shall be no indemnification of any kind if the **FIRST PARTY's** failure to deliver was due, wholly or partly, to the fault or negligence of the **SECOND PARTY** or if such failure was caused by force majeure or any fortuitous event. If such failure to deliver was due to force majeure or fortuitous event, the **FIRST PARTY** shall allow the re-scheduling of the Event at the Venue or any equivalent premises at the PICC Complex on a date mutually agreed upon by the parties.

15. **Limitation of Liability.** The **FIRST PARTY** shall not be liable for any consequential, incidental or indirect damage, including, but not limited to, loss of revenue or loss of economic or business opportunity, resulting from its failure to perform its obligations under the terms and conditions of this Agreement. The maximum and aggregate amount payable by the **FIRST PARTY** as damages for whatever reason under this Agreement shall in no circumstance exceed One Hundred Percent (100%) of the Aggregate Charges actually paid by the **SECOND PARTY** to the **FIRST PARTY**.
16. **Dispute Resolution.** In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, 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 Presidential Decree No. 424 or the Prescribing the Procedure For Administrative Settlement Or Adjudication Of Disputes, Claims And Controversies Between Or Among Government Offices, Agencies And Instrumentalities, Including Government-Owned Or Controlled Corporations, And For Other Purposes.

In addition to the remedies set forth above, any dispute or controversy arising from or in connection with the implementation of this Agreement shall be filed with the Office of Secretary of Justice or the Office of the Solicitor-General, as the case may be, in accordance with the pertinent provisions of Executive Order No. 292 (Administrative Code of 1987). If such dispute or controversy pertains to the failure of the **SECOND PARTY** to settle any monetary obligation under this Agreement, the **FIRST PARTY** shall be entitled to charge interest thereon at the rate of one percent (1.0%) per month, or a fraction thereof, until the obligation has been paid in full.

17. **No Waiver.** Failure or delay by a **PARTY** to exercise any right or privilege prescribed in this Agreement shall not operate as a waiver thereof, nor shall the partial exercise of such right or privilege preclude the full exercise thereof.

18. **Assignment.** The **SECOND PARTY** shall not assign any of its rights and obligations under this Agreement to any third party, without the prior written consent of the **FIRST PARTY**.
19. **Successors Bound.** This Agreement shall be binding on the **PARTIES** and their respective successors and authorized representatives.
20. **Entirety.** This Agreement supersedes all prior oral or written understandings between the **PARTIES** with respect to the subject matter of this Agreement, and constitutes the entire contract between them with respect thereto.
21. **Representation.** The **SECOND PARTY** represents that it has full authority and capacity to enter into this Agreement, through its authorized signatory as indicated below; that all representations made, including documents and papers submitted and still to be submitted to the **FIRST PARTY**, are genuine and true and correct, and that the **SECOND PARTY's** signatory has been authorized to sign for and in behalf of the **SECOND PARTY**.
22. **Effectivity.** This Agreement shall come into force and effect on the date the signatories of the **PARTIES** have signed this Agreement. This Agreement may be amended or modified only if made in writing and signed by the **PARTIES**.
23. **Separability.** If any provision of this Agreement shall be invalid or unenforceable by final judgment of a competent court, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as not containing the particular invalid or unenforceable provision, and the rights and obligations of the **PARTIES** shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the **PARTIES** have hereunto affixed their signatures on this ___ day of _____ at Pasay City, M.M., Philippines.

**PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC.**

(First Party)

By:



NATIONAL PRIVACY COMMISSION

(Second Party)

By:

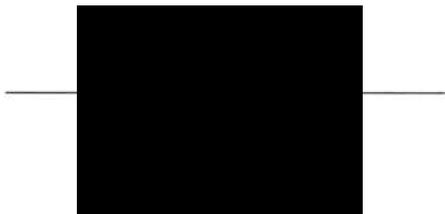


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner



JOHANA CARLA T. GOMEZ
Accountant III

Signed in the presence of:




ROSALY B. SANTOS
Chief, HRDD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY
CITY OF MAKATI

DEC 04 2024

BEFORE ME, a Notary Public for and in the above-stated locality, personally this ____ day of _____, appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
██████████ ATTY. JOHN HENRY D. NAGA	██████████	

known to me and to me known to be the very same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the entity/ies they respectively represent.

This instrument refers to an Agreement consisting of six (6) pages including the page wherein this Acknowledgment is written, plus three (3) annexes, signed on each and every page thereof by the parties and their two (2) instrumental witnesses.

WITNESS MY HAND & NOTARIAL SEAL at the place and date first above-written.

Doc. No. 148 :
Page No. 31 :
Book No. XVI :
Series of 2024 .

SQJ/PVH



Cesar Verano
ATTY. CESAR T. VERANO
 NOTARY PUBLIC MAKATI CITY
 APPOINTMENT NO. M-029
 VALID UNTIL DECEMBER 31, 2024
 ISSUED ON DECEMBER 14, 2022
 PTR NO MKT 10075072 - 01-02-2024 - MAKATI CITY
 IBP NO 396485 ROLL NO. 29024
 MCLC COMPLIANCE NO. VII-0023845
 VALID UNTIL APRIL 14, 2025
 OFFICE ADDRESS #2733 G/F CARREON BLDG.,
 ZENAIDA ST., BRGY. POBLACION MAKATI CITY



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: 05 DEC 2024



Philippine International Convention Center, Inc.
PICC Complex, Roxas Boulevard, 1307
Pasay City

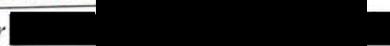
Dear 

Notice is hereby given to **PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.** for the commencement of the service in view of the procurement of the **NPC General Assembly and Annual Employees Appreciation - 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 Lease 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
Head of the Procuring Entity

I acknowledge receipt of this notice on 05 DEC 2024
Name of the authorized representative of the Bidder 
Signature of the authorized representative 