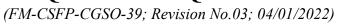


Republic of the Philippines Province of Pampanga City of San Fernando Office of the Bids and Awards Committee







Locatio	on of t	he Project :	Compliance Officer for Privacy and Mo Committee City Human Resource Management Of		ne Data Privi	асу Сотрпансе	
			Company Name	Date:		Apr 1, 2024	
			Address	PR N	o.:	2024-03-00586	
represe	entativ	e not later	est price on the item/s listed below and subthan Monday, April 8, 2024 10:00 AM at Cando, Pampanga.		•		
Canvas	ssed by	y:	Approved by:		Λ		
					A		
		Camil	le C. Mendiola	Engr. Mich	iel N. Quizon,	Jr.	
NOTE:		1. ALL ENTRIE	ES MUST BE READABLE	BAC	Chairperson		
		2. DELIVERY I 3. WARRANTY DATE OF A	PERIOD WITHINCALENDAR DAYS SHALL BE FOR A PERIOD OF SIX (6) MONTHS FOR SUPPLIES OF CCEPTANCE BY THE PROCURING ENTITY DITY SHALL BE FOR A PERIOD OFCALENDAR DAYS	& MATERIALS, O	NE (1) YEAR FOR E	QUIPMENT, FROM	
Item No.	Qty	Unit	Item Description	Remarks	Unit Price	Total	
1	1	service(s)	Hotel accommodation with Function Room and Meals for 53pax for 3D2N Inclusions: - Use of Function Room for 3 days - Sound System with microphones, projector and widescreen - Tables and Chairs - Registration Table, Podium and Stage				
			Room Accommodation for 3D2N: - 26 Twin Sharing Rooms				
			- 1 Single Occupancy Room				
			Meals for 3D2N: Day 1 - AM Snacks, Lunch, PM Snacks, Dinner for 53 Pax Day 2 - AM Snacks, Lunch, PM Snacks, Dinner for 53 Pax				
			Day 3 - AM Snacks, Lunch for 53 Pax				
				Total Amoun	ıt:		
After h	naving	carefully re	ead and accepted your General Conditions, I quality	uote you on	the item at pri	ces noted above.	
]	Printed Name/	Signature	
					Tel No./ Cellp	hone No.	
					Data		

TERMS OF REFERENCE

CONTRACT OF SERVICE FOR THE HOTEL ACCOMMODATION AND RENTAL OF VENUE WITH MEALS TO BE USED FOR THE CONDUCT OF ADVANCED SEMINAR/TRAINING ON DATA PRIVACY AND PRIVACY IMPACT ASSESSMENT FORMULATION OF THE CGSFP COMPLIANCE OFFICER FOR PRIVACY AND MEMBERS OF THE DATA PRIVACY COMPLIANCE COMMITTEE

Date/Period Covered : April 2024 Location of Activity : Tagaytay City

I. BACKGROUND

As part of the City's furthering quest to be fully compliant with the directives of the Data Privacy Act of 2012, Data Privacy Officers must be accustomed with the principles on data privacy management and also, on the methodical crafting of Privacy Impact Assessments (PIAs) relative to its existing tools and data processing systems, in consonance with NPC's Five Main Pillars of Compliance.

In view of the foregoing, the City Human Resource Management Office, in coordination with the Data Privacy Compliance Committee, propose the conduct of a 3-day advanced Data Privacy Seminar/Training designed for LGU Compliance Officers and members of the DPCC. The seminar/training shall be facilitated by the Department of Information and Communications Technology (DICT) – Region 3, whose expertise on the subject matter is deemed invaluable.

II. BUDGETARY REQUIREMENT

The Budgetary Requirement for the Contract of Service for the Hotel Accommodation and Rental of Venue with Meals to be used for the conduct of Advanced Seminar/Training on Data Privacy and Privacy Impact Assessment Formulation of the CGSFP Compliance Officer for Privacy and Members of the Data Privacy Compliance Committee on April 2024 included in the PPMP with Code No. 2024-2133 and already included in the Annual Procurement Plan (APP) of the City Government, which is in the amount of FIVE HUNDRED THIRTY THOUSAND ONE HUNDRED PESOS (P 530,100.00).

III. OBJECTIVES

The objectives of Contract of Service for the Hotel Accommodation and Rental of Venue with Meals to be used for the conduct of Advanced Seminar/Training on Data Privacy and Privacy Impact Assessment Formulation of the CGSFP Compliance Officer for Privacy and Members of the Data Privacy Compliance Committee are as follows:

At the end of the training, the participants are expected to:

- Possess a firm grasp of the landscape of data privacy and its implementation as mandated by law;
- Have an elevated degree of advertence to the concepts, principles, pillars and bedrock of data privacy;

- Gain the capacity to safeguard personal and sensitive information of data subjects from social engineering attempts, unauthorized access, data leaks, among others by way of implementing data breach management procedures and information control policies compliant with the Data Privacy Act of 2012;
- Be responsible in the timely submission of relevant data and/or documents to the National Privacy Commission (NPC) and other concerned agencies as required by the Data Privacy Act of 2012;
- Be an advocate in spreading awareness of the DPA policies of the City Government to their respective office colleagues;
- Contribute to one of the City's ten-point agenda, "Good Governance: Transparency and Accountability" through the prudent management of the City stakeholders' information especially those in digitized processes.

IV. TERMS AND CONDITIONS

During the procurement process and delivery/ implementation of the contract, the end-user and the supplier/ contractor shall:

a. Specifications/ Schedule of Requirements

Qty.	Unit	Item Description/ Specifications	Delivery Date
1	package	 Hotel accommodation with Function Room and Meals for 53pax for 3D2N Inclusions: Use of Function Room for 3 days Sound System with microphones, projector and widescreen Tables and Chairs Registration Table, Podium and Stage Room Accommodation for 3D2N: 26 Twin Sharing Rooms 1 Single Occupancy Room Meals for 3D2N: Day 1 - AM Snacks, Lunch, PM Snacks, Dinner for 53 Pax Day 2 - AM Snacks, Lunch, PM Snacks, Dinner for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax Day 3 - AM Snacks, Lunch for 53 Pax 	April 2024

Procurement Process

- 1. For the End-user, ensure the completion of the documents in order to proceed with the procurement process.
- 2. For the supplier/provider, ensure the completeness of the documents, as required by the Bids and Awards Committee (BAC) and in compliance with the procurement schedule. The documents to be submitted shall include this TOR, duly signed by the end-user, and conformed by the supplier/provider.
- 3. If the procurement process reaches the ensuing year, observe that the allowed delivery is only up to what is stipulated in the contract.

- 4. For the End-user, clearly present this TOR during the Pre-Bid Conference for the information of the prospective bidder/s (for Competitive/Public Bidding), and present by the Buyer with the assistance of the End-user (for Alternative Methods of Procurement).
- Ensure that there are readily available rooms/facilities upon submission of Request for Quotation (RFQ)/Bid since delivery is anticipated upon issuance of PO/Contract.
- Comply with the provisions of the Procurement Law regardless of the mode of procurement, whether Competitive/Public Bidding or the use of Alternative Methods of Procurement.

b. Delivery/Implementation period

- 1. Strictly observe the "No Purchase Order (PO)/Contracts, No Delivery" Policy and comply with the delivery period.
- 2. The contract of service shall be within April 2024.
- 3. During the contract of service, strictly follow the provisions enumerated in the Terms and Condition of the PO/Contract including the service delivery schedule, penalty, among others.
- 4. In case there is a change in the Contract of Service and specifications, the enduser, through the Procurement Officer, shall coordinate with the CGSO-Procurement Management Division (PMD) for the latter to advise the supplier/contractor regarding the concern
- Coordination with the supplier/contractor shall be the function of the CGSO-PMD as its mandate.
- 6. For onsite delivery, ensure the coordination with the Inspector from the CGSO-Property and Supply Management Division (PSMD) for the inspection of venue in terms of its adherence to the Terms of Reference and to immediately notify the supplier/contractor in case of any concerns before the acceptance.

V. DELIVERABLES BY THE SUPPLIER/ CONTRACTOR AND THE CITY GOVERNMENT

The deliverables of the supplier/ contractor shall be as follows:

- 1. Provide the quantity of rooms/facilities being required by the project/ program; and
- 2. Strictly follow the specifications and timely provision of requirements based on the service delivery schedule.

The deliverables of the City Government shall be as follows:

- 1. On-time payment of the supplier/contractor i.e., 15 days after delivery, regardless if the delivery is per month or Ordering Agreement.
- 2. End- user shall monitor the delivery of requirements.

- 3. The Procurement Officer shall assist in the monitoring, delivery, and on-time payment of the supplier.
- 4. Provide necessary and readily available documents such as during the conduct of post-audit.
- 5. Evaluate the performance of the supplier/contractor and in case there is a violation to the Contract/Agreement, prepare a Verified Report.

Prepared and submitted by:	Approved by:
Laurence Andrade	Gian Carusanaus Gian Carlo R. Angeles
Procurement Officer- CHRMO	Acting/CHRM Officer
	CONFORME:
	Signature over Printed Name
	Date

Note: This TOR shall form part of the Contract and should be strictly followed by both parties otherwise, the implementation of the project/program might be affected as well as the performance of the supplier/contractor.