



BIDS AND AWARDS COMMITTEE
BAC Resolution No. 003-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR PROCUREMENT OF
TELEPHONE-LANDLINE
(APP Item No. 2024-0023)**

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to enforce data privacy protection;

WHEREAS, telephone-landline service is essential, indispensable, and necessary for the daily operations of the offices of the Commission, so as not to disrupt the provision of public services;

WHEREAS, the NPC has a current provider wherein the contract period will expire on 31 January 2024;

WHEREAS, in view of the foregoing, the Administrative Services Division (ASD), the end-user, requested a new contract to ensure continuity in the provision of telephone-landline services while the procurement of the regular contract is still being undertaken;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184 recognizes Alternative Mode (Small Value Procurement) as a method of procuring services where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR;

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) with an Approved Budget for the Contract of Three Hundred Thousand Pesos (Php300,000.00) and has been confirmed to exist as APP Item 2024-0023 in the FY 2024 Annual Procurement Plan;

WHEREAS, a Request for Quotation (RFQ) was posted in PhilGEPS, the NPC website, and the NPC bulletin board and was likewise sent to three (3) suppliers, namely: Eastern Telecommunications Philippines Inc., PLDT, Inc. and Globe Telecom;

WHEREAS, Eastern Telecommunications Philippines Inc. was the only supplier that submitted their quotation;


WHEREAS, on 30 January 2024, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotations by Eastern Telecommunications Philippines Inc. 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 Telephone-Landline (APP Item No. 2024-0023) to the **EASTERN TELECOMMUNICATIONS PHILIPPINES INC.** for being the

single calculated and responsive quotation in the total amount of **TWO HUNDRED NINETY-SEVEN THOUSAND TWENTY-FOUR PESOS (PhP297,024.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).


RESOLVED this 30th day of January 2024, via a combination of on-site and videoconference meeting.

ATTEST:


MR. JOEL T. PAGTULINGAN, JR
AO III, ASD
Provisional BAC Member/End-User


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


Digitally signed by
Fabricante Marlon
Ruben Natividad


ATTY. RODOLFO S. CABATU, JR
Chief, EnD
BAC Member

Digitally signed
by Cabatu
Rodolfo Serios Jr

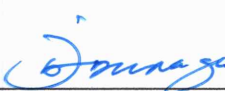

ATTY. AUBIN ARN R. NIEVA
Director IV, DASCO
BAC Vice Chairperson

Digitally signed
by Nieva Aubin
Arn Romero


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

Digitally signed by
Patula Maria Theresita
Elnar

APPROVED:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: **JAN 30 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

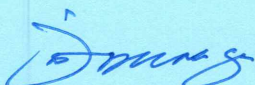
Date Issued: **JAN 30 2024**

MR. STEPHEN S. YAP
Authorized Representative
Eastern Telecommunications Philippines, Inc.
Telecom Plaza, 316 Gil J. Puyat Ave. Salcedo Village,
Makati City, Metro Manila, Philippines

Dear **Mr. Yap**,

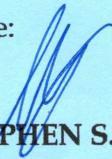
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 003-2024 series of 2024, the contract for procurement of **TELEPHONE-LANDLINE** amounting to **Two Hundred Ninety-Seven Thousand Twenty-Four Pesos (PhP297,024.00)** VAT inclusive, is awarded to **EASTERN TELECOMMUNICATIONS PHILIPPINES, 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 Mendota Ma
Josefina
Eusebio

Conforme:


MR. STEPHEN S. YAP
Eastern Telecommunications Philippines, Inc.
Telecom Plaza, 316 Gil J. Puyat Ave. Salcedo Village,
Makati City, Metro Manila, Philippines
Date: **JAN 31 2024**

TELEPHONE LANDLINE SERVICES AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This TELEPHONE LANDLINE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this _____, in Metro Manila, Philippines, by and between:

The **NATIONAL PRIVACY COMMISSION**, a government agency mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection, with office address at 5th Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila, Philippines, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA**, (hereinafter referred to as the "NPC");

-
and -

The **EASTERN TELECOMMUNICATION PHILIPPINES INC.**, a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at Telecom Plaza, 316 Gil J. Puyat Ave., Salcedo Village, Makati City, Metro Manila, Philippines, herein represented by its Sales Head, **MICHAEL S. CASTAÑEDA** (hereinafter referred to as the "SERVICE PROVIDER");

The NPC and ETPI shall hereinafter be referred to collectively as the "PARTIES".

WITNESSETH, that:

WHEREAS, NPC is in need of a service provider that is authorized and capable to deliver Telephone-Landline Services that will ensure continuous and clear communication with clients is indispensable to the operation of NPC;

WHEREAS, the **SERVICE PROVIDER** has participated in the Bidding pursuant to Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act" (R.A. No. 9184), updated as of 15 January 2024;

WHEREAS, the **SERVICE PROVIDER** has complied with all the eligibility and legal requirements prescribed in accordance with the provisions of the IRR of R.A. No. 9184, updated as of 15 January 2024;

WHEREAS, the **SERVICE PROVIDER** has presented itself to the NPC as an entity authorized to render Telephone-Landline services and capable of performing all the services indicated herein;

WHEREAS, on 23 January 2024, the NPC Accountant issued the Certificate of Availability of Funds (CAF) amounting to Php300,000.00. A copy of the CAF is hereto attached as "ANNEX A" and made an integral part of this Agreement;

WHEREAS, on 30 January 2024, the Head of the NPC approved the NPC-BAC Resolution No. 003-2024, Series of 2024, recommending the Award of Contract for Telephone-Landline services to the **SERVICE PROVIDER**;

WHEREAS, NPC has awarded the above-mentioned project to the **SERVICE PROVIDER** and has confirmed the award amounting to a total contract price of Two Hundred Ninety-Seven Thousand Twenty-Four Pesos (Php297,024.00), inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws. A copy of the Notice of Award is hereto attached as "ANNEX B" and made an integral part of this Agreement;

NOW, THEREFORE, NPC and the **SERVICE PROVIDER** in consideration of the mutual covenants hereinafter set forth agree as follows:

CONTRACT NO. 2024- 02 - 0006



1. **SCOPE OF WORK.** The **SERVICE PROVIDER** shall provide services set forth in the Scope of Work, herein referred to as the "**SERVICES**". A copy of the SoW is hereto attached as "**ANNEX C**" and made an integral part of this Agreement.
2. **DURATION.** The **SERVICE PROVIDER** shall supply, install, and deliver the Telephone-Landline Services to the **NPC** located at 5th Floor, Delegation Building, PICC Complex, Pasay City. The Agreement shall begin upon receipt of the Notice to Proceed (NTP) by the **SERVICE PROVIDER** and continue until January 31, 2025.
3. **CONTRACT PRICE.** In consideration of the **SERVICES** to be provided by the **SERVICE PROVIDER**, the total contract price shall be Two Hundred Ninety-Seven Thousand Twenty-Four Pesos (Php297,024.00), inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws.
 - 3.1. The **SERVICE PROVIDER** shall issue a monthly statement of account. Payment shall be processed upon receipt of the monthly billing statement and upon issuance of the Certificate of Acceptance Output by the End-user and Inspection and Acceptance Committee. The mode of payment may either be by cash or mode of payment approved by government rules and regulations.
 - 3.2. In consideration of the government's procedure on the processing of payments, the **SERVICE PROVIDER** allows the **NPC** to pay within thirty (30) working days from the indicated due date on the statement of account provided all supporting documents from the **SERVICE PROVIDER** have been submitted to the **NPC**.
4. **OWNERSHIP OF UNITS.** The ownership of the units to be installed at the **NPC** Office shall not be transferred to the **NPC**. The ownership of the units during the existence of this Agreement and after its completion shall be retained by the **SERVICE PROVIDER**.
5. **AMENDMENTS.** No modifications, amendments, or supplements to this Agreement shall be effective for any purpose, unless the same is in writing and signed by the **PARTIES**.
6. **SUSPENSION OF AGREEMENT.** The **NPC** may, by written notice of suspension to the **SERVICE PROVIDER**, suspend this Agreement if the **SERVICE PROVIDER** fails to remedy any failure to perform any of its obligations within a period not exceeding thirty (30) days from receipt of the notice of suspension whether it be due to its own fault, *force majeure*, or circumstances beyond the control of either **PARTY**. Such notice of suspension shall:
 - a) specify the nature of the failure; and
 - b) include the request to remedy such failure within a period not exceeding thirty (30) days from receipt by the **provider** of the notice of suspension.

The **NPC** may order the resumption of work if the grounds for work suspension no longer exist and the continuation of the work is practicable.

7. **TERMINATION OF AGREEMENT.** The **NPC**, by written notice sent to the **SERVICE PROVIDER**, may terminate the Agreement, in whole or in part in accordance with Annex "I" of IRR of RA No. 9184, updated as of 15 January 2024. The notice of termination shall specify the cause of termination in accordance with Annex "I" of IRR of RA No. 9184, updated as of 15 January 2024, the extent to which performance of the **SERVICE PROVIDER** under the Agreement is terminated, and the date upon which such termination becomes effective.

The **NPC** may terminate the Agreement in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged, before or during the implementation of the Agreement, in unlawful deeds and behaviors relative to the acquisition and implementation of the Agreement.

The **NPC** may also terminate the Agreement for default when any of the following conditions attend its implementation: a) Outside of *force majeure*, the **SERVICE PROVIDER** fails to deliver or perform the **SERVICES** specified in the Agreement; b) As a result of *force majeure*, the **SERVICE PROVIDER**

[Handwritten signature]



is unable to deliver or perform the **SERVICES** for a period of not less than sixty (60) calendar days after their receipt of the notice from the **NPC** stating that the circumstance of *force majeure* is deemed to have ceased; or c) the **SERVICE PROVIDER** fails to perform any other obligation under the Agreement.

The termination of this Agreement encompasses all causes and grounds provided under RA No. 9184.

8. **FORCE MAJEURE.** Except in cases of willful misconduct and gross negligence, neither **PARTY** shall have any liability whatsoever nor shall be deemed to be in default for any delay or failure in performance under this Agreement resulting from acts beyond its control including, without limitation, acts of God, acts of regulations of any governmental or supranational authority, war or national emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, whether or not involving either **PARTY**, or epidemics.
9. **INDEMNITY CLAUSE.** Each **PARTY** shall be responsible for, and hold the other harmless from, any injuries suffered by its personnel due to incidents caused by them or during the performance of this Agreement, including injuries which may be compensable under any workers' compensation laws, except for prohibited acts and omissions or gross negligence of the other **PARTY**.
10. **RELATIONSHIP.** This Agreement neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the **SERVICE PROVIDER** is an independent contractor and shall not be considered as an employee of **NPC**.
11. **DISPUTE RESOLUTION.** In the event of any disputes or differences of any kind whatsoever arising out of or relating to this Agreement, the **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 Republic Act No. 9285 or the Alternative Dispute Resolution Law.

If any **PARTY** contends that a claim cannot be submitted to alternative dispute resolution, that **PARTY** shall be limited to filing a lawsuit in the appropriate courts in Pasay City to the exclusion of all others.
12. **CONFIDENTIALITY AND DATA PRIVACY.** In the course of the undertaking between the **NPC** and the **SERVICE PROVIDER**, any data received by the **SERVICE PROVIDER** from the **NPC** shall be treated as confidential information and such data may not be disclosed to any person without authority from the **NPC** or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by the **SERVICE PROVIDER** from the **NPC**, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations (IRR), and other issuances.
 - 12.1. All persons employed by and/or connected with the **SERVICE PROVIDER** shall not disclose any information or document that they will obtain from the **NPC** due to this Agreement.
 - 12.2. The **NPC** system, its components, parts, all the product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential.
 - 12.3. The **SERVICE PROVIDER** agrees to hold the Proprietary Information in strict confidence. The **SERVICE PROVIDER** furthermore agrees NOT to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of **NPC**.
12. **INSURANCE.** The **SERVICE PROVIDER** shall be responsible for taking out any appropriate insurance coverage, as needed, to ensure its compliance with this Agreement.

A. J. J.



13. **ASSIGNMENT.** The **SERVICE PROVIDER** shall not assign nor subcontract this Agreement, in whole or in part.

14. **GOVERNING LAW.** This Agreement is governed by the laws of the Republic of the Philippines and the interpretation of the provisions of this Agreement shall be pursuant to R.A. No. 9184 and its IRR, and all other pertinent laws, rules, and regulations.

15. **MISCELLANEOUS PROVISIONS**

15.1 The **PARTIES** agree that the duly approved Scope of Work, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral parts of this Agreement.

15.2 In case of conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.

15.3 If any of the provisions or any portion of the provisions in this Agreement shall be declared invalid, *illegal*, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, of the **PARTIES** have caused this Agreement to be executed by and through their duly authorized representatives on _____ 2024.

NATIONAL PRIVACY COMMISSION

**EASTERN TELECOMMUNICATIONS
PHILIPPINES, INC.**

By:

By:

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

MICHAEL S. CASTAÑEDA
Sales Head

Signed in the Presence of:

MARLON RUBEN N. FABRICANTE

PATRICK JUNE P. PILAPIL
Industry Head



ACKNOWLEDGMENT

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

FEB 01 2024

BEFORE ME, a Notary Public for and in the above jurisdiction on this _____ personally appeared:

NAME	VALID ID	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA		
MICHAEL S. CASTAÑEDA		

Known to me to be the same persons who executed the foregoing Contract Agreement for the entities that they each represent and acknowledged to me that it is their free act and deed, consisting of only ____ (__) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

FEB 01 2024 CITY OF MANILA

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. 11
Page No. 4
Book No. XXV
Series of 2024.

Handwritten signature/initials

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila-Until Dec. 31, 2024
Notarial Commission No. 2023-091
2nd Floor Miriam Plaza Hotel, Adriatico St., Ermita, Mla.
IBP NO. 393441-Jan. 3, 2024
PTP NO. 1545972 Jan 3 2024 at Manila
ROLL No. 003471666-000000000000-VIA-0011575-04/14/2025

