



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 018-2022, Series of 2022

RECOMMENDING THE AWARD FOR THE PROCUREMENT OF PROFESSIONAL SERVICES (HIGHLY TECHNICAL CONSULTANT FOR THE CONDUCT OF SEMINAR WORKSHOP)

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, as a government agency, is required to comply with Executive Order No. 605 series of 2007 "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program," which provides that all government institutions shall have a Quality Management System (QMS);

WHEREAS, the NPC has been certified to the International Organization for Standardization (ISO) 9001:2015. The SOCOTEC Certification Philippines, Inc. (ISO Certifying Body) accorded the certification after two (2) audit stages were undertaken on December 13 and 20, 2021;

WHEREAS the NPC Management identified the need to sustain the implementation of the QMS;

WHEREAS, considering that the implementation of the QMS in the NPC is still in its early stages, there is a continuing need for the services of a consultant to provide technical advice and assist in the implementation of the QMS;

WHEREAS, to effectively carry out this function, the NPC opted to procure and engage the services of a Highly Technical Consultant to comply with the requirements of EO No. 605 and related rules and regulations;

WHEREAS, the Highly Technical Consultant shall undertake the functions indicated in the Terms of Reference herein attached as "Annex A";

WHEREAS, said procurement has been approved and is reflected in the NPC's 2021 Continuing Annual Procurement Plan under Item No. 2021-0205 with Approved Budget for the Contract (ABC) amounting to Php 800,000.00;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to [REDACTED] on 24 March 2022;

Ref No.: 018-2022

The original of this document (containing only the BAC member's signature) is in digital format
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

WHEREAS, after evaluation of the qualifications and documentary submissions of [REDACTED] the NPC-BAC determined that he fully qualifies as a Highly Technical Consultant to perform said functions indicated in Annex "A";

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the engagement of **Professional Services (Highly Technical Consultant for the Conduct of Seminar Workshop)** in the total amount of **EIGHT HUNDRED THOUSAND PESOS (Php 800,000.00)** for a contract period of six (6) months to [REDACTED] subject to the presentation of his original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 30th day of March 2022, via combination on on-site and videoconference meeting.

ATTEST:


Digitally signed by Ragsag
Jonathan Rudolph Yandan
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member


Digitally signed
by Mendoza Ma
Josefina Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member


Digitally signed
by Milanes Rainier
Anthony Mabias
ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member

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


Digitally signed by Patula Maria
Theresita Elnar
Date: 2022.04.05 08:30:22 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

APPROVED:


ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: ~~APR 06 2022~~

Ref No.: 018-2022

The original of this document (containing only the BAC member's signature) is in digital format
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: **APR 06 2022**

[REDACTED]
Highly Technical Consultant

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 018-2022 series of 2022, the procurement for the engagement of **Professional Services (Highly Technical Consultant for the conduct of seminar workshop)** amounting to **Eight Hundred Thousand Pesos (P 800,000.00), VAT inclusive, for a contract period of Six (6) months**, is hereby awarded to [REDACTED] 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 *hfn*

APR 06 2022

Conforme:

[REDACTED]
Highly Technical Consultant

Date: **APR 08 2022**

Ref No.: 006-2022

NPC_BAC_NOA-V1.0, R0.0, 05 May 2021

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this APR 27 2022 by and between:

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, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its **Privacy Commissioner Atty. JOHN HENRY D. NAGA**, hereinafter referred to as "*NPC*",

and

[REDACTED] Filipino, of legal age, residing at [REDACTED] and hereinafter referred to as the "*Consultant*".

WHEREAS, NPC and the Consultant shall hereafter be referred to collectively as the Parties;

WHEREAS, NPC needs a Consultant to perform the functions detailed in this contract and the Terms of Reference which form an integral part of this contract;

WHEREAS, the Quality Management Team as end-unit has justified to the Bids and Awards Committee the engagement of such Professional Services (Highly Technical Consultant for the conduct of Seminar Workshop) as per existing laws and regulations;

WHEREAS, the Consultant, representing himself to have the requisite governmental permits, licenses, and the necessary expertise, experience, and resources, has proposed to undertake all that which is necessary for completing the services;

WHEREAS, NPC, subject to the terms, conditions, and specifications hereinafter contained, has accepted the Consultant's offer;

WHEREAS, on 22 March 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php800,000.00. A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement.

WHEREAS, on 06 April 2022, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 018-2022, Series of 2022, recommending the Award of Contract for Professional Services (Highly Technical Consultant for the Conduct of Seminar Workshop) to [REDACTED]

WHEREAS, on 06 April 2022, the Head of the Procuring Entity issued the Notice of Award to **Mr. RONALDO V. POLANCOS**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and conditions herein contained and other good and valuable considerations, the parties hereto mutually agree as follows:

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Date: 2022.04.12 07:41:35
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1. Services

The Consultant shall perform and provide all that is necessary to carry out the services necessary to complete the same. The details of the services, scope of work, duties and responsibilities, among others, appear in the attached Terms of Reference, herein attached as Annex "B", which forms an integral part hereof.

2. Term

The term of the contract shall commence from receipt of Notice to Proceed until 30 September 2022 unless the same is terminated by either party after written notice thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" (IRR of R.A. No. 9184.)

In no instance shall the term of the contract be extended without undergoing the necessary procurement process as prescribed by R.A .No. 9184.

3. Payment

A. Consultant’s Fee

As consideration for the full and faithful performance by the Consultant of his obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Consultant a total amount of Eight Hundred Thousand Pesos (Php800,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

The contract price shall constitute the entire remuneration payable to the Consultant. It shall be deemed inclusive of all applicable national and local taxes, fees and charges, and any other taxes that may arise on account hereof.

B. Payment of Services

Full payment shall be made in Philippine Pesos upon completion of all the following tasks and deliverables:

- i. Accomplishment Report per training module and Acceptance of Final Outputs by the QMR at the end of each module, as follows; and
- ii. Acceptance of Output.

DELIVERABLES	SCHEDULE OF PAYMENT	AMOUNT
Module 19: Sustaining the QMS Implementation III	Within three (3) months from the receipt of the Notice to Proceed	400,000.00
Module 20: QMS Surveillance Audit I	Within Six (6) months from the	400,000.00

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	receipt of Notice to Proceed	
Total		800,000.00

All payments will be subject to the usual government accounting and auditing rules and regulations.

4. **Project Administration**

NPC designates **ATTY. MARIA THERESITA E. PATULA, Quality Management Representative (QMR)** as the Representative responsible for the coordination of activities under the contract. The **Quality Management Team Secretariat** shall be responsible for the recommendation to the QMR the acceptance of the deliverables/Accomplishment Report submitted by the Consultant prior to payment.

5. **Performance Standard**

The Consultant undertakes to perform the services detailed in Annex “B” herein, with the highest standards of professional and ethical competence and integrity.

6. **Confidentiality**

The Consultant shall not, during the term of this Contract, and after its expiration, disclose any proprietary or confidential information relating to the services, this Contract or NPC’s business or operations without the prior written consent of the latter.

7. **Non-Disclosure**

All non-public confidential or proprietary information relating to NPC, whether written or oral, whether or not communicated as confidential information by NPC to the Consultant, which the Consultant may have access to in the course of the consultancy contract, shall not be disclosed to any person even after the termination of the Contract.

The Consultant shall sign a Non-Disclosure Agreement and shall form part of this contract.¹

8. **Amendments**

No modifications, amendments, or supplements to this Contract shall be effective for any purpose unless the same is in writing and signed by each party.

9. **Suspension of Contract**

NPC may, by written notice of suspension to the consultant, suspend all payments to the consultant if the consultant fails to perform any of its obligations due to its own fault or due to force majeure or other circumstances beyond the control of either party, provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

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Theresa Elinor
Date: 2022.04.12 07:42:12 +08'00'

¹ Non- disclosure Agreement dated _____

The Procuring Entity can order the resumption of work if the grounds for work suspension no longer exist and the continuation of the work is practicable.

10. Termination of Contract

NPC, by written notice sent to the Consultant, may terminate the contract, in whole or in part in accordance with Annex “I” of IRR of RA No. 9184.

The notice of termination shall specify the cause of termination in accordance with Annex “I” of IRR of RA No. 9184, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

NPC may also terminate the contract in case it is determined prima facie that the Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the NPC pursuant to a request made by the Consultant prior to the delay; b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant’s receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The Consultant fails to perform any other obligation under the contract.

The Consultant may terminate its agreement with NPC if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant’s notice specifying such breach.

Termination of contract encompasses all causes and grounds provided under RA No. 9184.

12. Relationship

This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the Consultant is an independent contractor and shall not be considered as an employee of NPC.

13. 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 Republic Act No. 9285 or the Alternative Dispute Resolution Law.

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Maria Theresita Elnar
Date: 2022.04.12 07:42:26
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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, Philippines, to the exclusion of all courts.

14. Ownership of Material

All articles, plans, studies, reports or other materials prepared by the Consultant for NPC under the Contract shall exclusively belong to and remain the property of NPC.
15. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity/individual affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the services or any continuation thereof) for any project resulting from or closely related to the herein services provided to NPC.
16. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.
17. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it.
18. Law Governing Contract and Language

The Contract shall be governed by the laws of the Government of the Philippines, and the language of the Contract shall be English.
19. Other Provisions

The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Contract. In the event of conflict between the terms of this Contract and all relevant Annexes, the terms of this Contract shall prevail.

NATIONAL PRIVACY COMMISSION:



ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

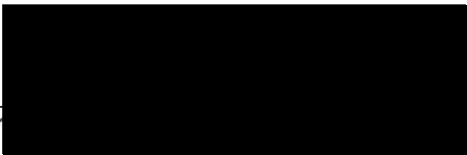


JENSEN JOY L. BALLICUD

Accountant II



Digitally signed by Patula
Maria Theresita Einar
Date: 2022.04.12 10:42:41
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Consultant

Signed in the presence of:

ATTY. MARIA THERESITA E. PATULA

Director IV, Legal and Enforcement Office and
Quality Management Representative



ACKNOWLEDGEMENT

Republic of the Philippines)
City of Pasay) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMM. TAX CERT. NO. and Copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA		

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

This instrument consists of seven (7) pages including this page wherein this Acknowledgement is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of **APR 27 2022**, 2022 at Pasay City, Philippines

Doc. No.: 69
Page No.: 10
Book No.: 2
Series of 2022.

[Signature]
Digitally signed by Notary
Maria Theresa Elor
Date: 2022.04.12 07:42:58
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ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC
Commission No. Adm. Matter No. NP 204 (2021-2022)
IBP O.R. No. 132434 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 2463255D 1/3/22 / Roll No. 33832 / TIN# 129-871-009
MCLE No. VI-0029503 valid from 12/16/19 valid until 04/14/22



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on APR 27 2022 in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by **Privacy Commissioner ATTY. JOHN HENRY D. NAGA** hereinafter referred to as the "**NPC**"

and
 hereinafter referred to as the "**Consultant**"

The undersigned **Consultant** hereby covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

The term "confidential information" means those personal information, sensitive personal and privileged information, and other information, knowledge or data which is gained or acquired by the **Consultant** on the occasion of his contract/assignment with the **NPC**, under any circumstances whether deliberate or accidental, and from any sources, whether verbal, written or recorded (such as sound recordings, photographs, films, etc.), regardless of whether it was provided before or after the date of execution of this Agreement, except for the following:

- Information that is generally known to the public;
- Information that is currently or subsequently becomes generally available to the public through no wrongful act of the **NPC** or any of its **Consultant**;
- Information that is known and possessed by the **Consultant** prior to the disclosure to the **Consultant** by the **NPC**, unless such information, if misused or prematurely disclosed, could adversely affect the functions and operations of the **NPC** and other government agencies and endanger the national security or prejudice public interest; and
- Information that the **NPC** expressly approved to be disclosed by the **Consultant**, when used in accordance to the approved purpose of disclosure.

Notwithstanding the foregoing exceptions, any other information expressly designated by the **NPC en banc** as sensitive and privileged shall be considered confidential information, provided it is duly communicated to the **Consultant**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Consultant** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Consultant** and the **NPC**, pursuant to Section 8 of Republic Act No. 10173 or the "Data Privacy Act of 2012" and shall disclose confidential information only to the **NPC's** commissioners, directors and division chiefs, and, to the extent necessary for the effective performance of his duty, to the rank-and-file staff and other persons contracted by the **NPC** for examination and improvement of the systems and other processes.

The **Consultant** shall maintain the duty of professional secrecy with regard to confidential information to which the **Consultant** was given access even after the term, employment or contract has ended, as provided for in Section 12 of the Implementing Rules and Regulations of the Data Privacy Act of 2012.

In the event of disclosure and dissemination of confidential information to **NPC** commissioners, directors, officers, staff, or other persons contracted to do specific duties, the **Consultant** shall inform the recipient/s of the confidential nature of such information and shall take necessary steps to ensure the secrecy of the confidential information disclosed to them.

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Maria Theresta Elnar
Date: 2022.04.12 07:40:03
+0800

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Consultant** shall return to the NPC all data, information, documents, materials and other property, in relation to the contract with the **NPC**, which are in the possession, control and custody of the **Consultant** and which are obtained during the **Consultant** 's term, employment or contract. The **Consultant** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Consultant** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Consultant** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Consultant** shall take all possible measures to limit such disclosure and make best efforts to afford the confidential information the highest level of protection.

In the event that the **Consultant** accidentally makes an unauthorized disclosure of any confidential information, the **Consultant** must promptly notify the **NPC** and take all reasonable steps necessary to retrieve the improperly divulged confidential information and to mitigate the potential damage.

The **Consultant** shall also report and notify the **NPC**, immediately upon discovery, of any unauthorized disclosure of confidential information or any other breach of this Agreement committed by other **Consultant** /S of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Consultant** /S responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultant** agrees that in the event of his violation of this confidentiality agreement, he shall be subject to prosecution for violation of any and all applicable penal laws, in addition to and without prejudice to any civil and/or administrative liability that may likewise arise, and for any and all damages that may be caused to the **NPC** and other aggrieved parties, directly or indirectly. Violation of this agreement shall likewise be understood to constitute grave misconduct on the part of the **Consultant**.

The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Consultant** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **Consultant** 's obligation to maintain confidentiality or any violation of this Agreement.

6. FAILURE TO EXERCISE RIGHTS SHALL NOT CONSTITUTE AS WAIVER

No failure or delay by the Parties in exercising any right, power or privilege hereunder shall constitute waiver or estoppel nor will any single or partial exercise preclude further exercise thereof.

7. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the law of the Republic of the Philippines. All applicable laws and regulations shall be deemed read into this Confidentiality Agreement.

8. MISCELLANEOUS

This Agreement will inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties. Neither party may assign its rights and delegate its obligations under this Agreement without the other party's written consent.

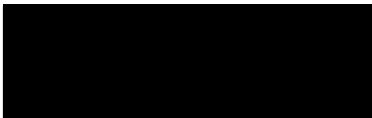
If any provision of this Agreement shall hereafter be held to be invalid or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which, it shall be severed from this Agreement with the balance of this Agreement continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other case or circumstances, or of rendering invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law.

 Digitally signed by Patula
Maria Theresa Einar
Date: 2022.04.12 07:40:28
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IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the date and in the place first above-written.


ATTY. JOHN HENRY D. NAGA
PRIVACY COMMISSIONER
National Privacy Commission

Digitally signed by Maria Theresa Elor
Date: 2022.04.27 08:17
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CONSULTANT

Signed in the presence of:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

APR 27 2022

BEFORE ME, a Notary Public for and in Pasay City on _____,
personally appeared the following persons with their government-issued identification cards,
to wit:

Name	ID No.	Date/Place Issued
ATTY. JOHN HENRY D. NAGA		
		

known to me and to me known to be the same persons who executed the foregoing instrument
and the parties have acknowledged to me that the same is their free and voluntary deed.

WITNESS MY HAND AND SEAL at the place and on the date above mentioned.

Doc. No. 602
Page No. 12
Book No. 2
Series of 2

Digitally signed by Rogelio J. Bolivar
Date: 2022.04.27 07:41:05
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ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC
Commission No. Adm. Matter No. NP 204 (2021-2022)
IPO O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2021
PTR O.R. No. 2463255D 1/3/22 / Roll No. 33832 / TIN# 129-871-1000
MCLE No. VI-0029583 valid from 12/16/19 valid until 04/14/22



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: MAY 12 2022

[REDACTED]
Highly Technical Consultant
[REDACTED]

Dear [REDACTED]

Notice is hereby given to [REDACTED] for the commencement of the procurement for the **Professional (Highly Technical Consultant of Seminar Workshop) for the Quality Management System** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Professional Services Renewal.

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 12 2022
Name of the authorized representative of the Bidder [REDACTED]
Signature of the authorized representative [REDACTED]

Ref No.: ADMIN-22-00430

NPC_FAO_ASD_NTP-V1.0, R0.0, 19 August 2021