



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 096-2022, Series of 2022

RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
TECHNICAL WRITING (BASIC AND ADVANCE)

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, in order for the NPC to provide clear communication and education to the public, it is necessary for NPC employees to be equipped with basic and advance level of competency on written communication and further develop knowledge on technical writing;

WHEREAS, the NPC approved its FY 2021 Continuing Annual Procurement Plan (APP) which includes the procurement of Technical Writing (Basic and Advance) under APP Item No. 2021-0222 with the Approved Budget for the Contract of Php 100,000;

WHEREAS, a Request for Quotation (RFQ) was posted in the PhilGEPS website and the NPC website, and was likewise sent to five (5) suppliers via electronic mail, namely: Talkshop, Insights Training, Center for Empowerment Seminars & Workshop, Inc., Businessmaker Academy, BusinessCoach Inc.;

WHEREAS, two (2) suppliers submitted their price proposals and documentary requirements: PMF Professional Advancement and Continuing Education and Trust Management Centre

WHEREAS, on 6 October 2022, the NPC Bids and Awards Committee (BAC) proceeded to evaluate the submitted quotations by PMF Professional Advancement and Continuing Education and Trust Management Centre and determined that PMF Professional Advancement and Continuing Education has the single calculated and responsive bid;

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 for the procurement of Technical Writing (Basic and Advance) to PMF Professional Advancement and Continuing Education for being the single calculated and responsive quotation in the total amount of Seventy-Four Thousand Five Hundred Pesos (Php 74,500), subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 6th day of October 2022 via combination on on-site and videoconference meeting.

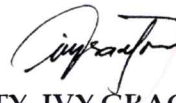
The original of this document (containing only the BAC member's signature) is in digital format
Ref No.: BAC-22-00439 NPC_DIT_LTR-V1.0, R0.0, 05 May 2021

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

On leave
ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member


Digitally signed
by Ivy Grace T.
Villasoto
ATTY. IVY GRACE T. VILLASOTO
Attorney V, PDD
BAC Vice Chairperson


Digitally signed by Patula
Maria Theresita Elnar
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

APPROVED:


ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: ~~OCT 18 2022~~



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

OCT 18 2022



PMF Professional Advancement and Continuing Education
3 Las Vegas Street,
Merville Park, Paranaque City


Dear 

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 096-2022, Series of 2022, the contract for the procurement of Technical Writing (Basic and Advance) (APP No. 2021-0222), amounting to a total of Seventy-Four Thousand Five Hundred Pesos (Php 74,500), is awarded to PMF Professional Advancement and Continuing Education, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

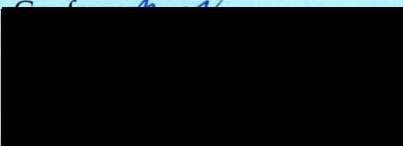
Very truly yours,


ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

Head of the Procuring Entity 

Date: OCT 18 2022



PMF Professional Advancement and Continuing Education
3 Las Vegas Street,
Merville Park, Paranaque City

OCT 22 2022

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this NOV 09 2022 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, Roxas Blvd, Pasay, Metro Manila, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA**, hereinafter referred to as the "NPC" or the "COMMISSION");

and

PMF PROFESSIONAL ADVANCEMENT AND CONTINUING EDUCATION, existing under and by virtue of the Philippines with office address at 3 Las Vegas St., Merville Park, Parañaque City, represented herein by [REDACTED] and hereinafter referred to as the "Provider".

NPC and the Consultant shall hereafter be referred to collectively as the **Parties**.

WITNESSETH, that:

WHEREAS, the NPC has resorted to Negotiated Procurement-Small Value Procurement pursuant to Section 53 of Republic Act 9184 (Government Procurement Reform Act) and Sections 53.9 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184;

WHEREAS, Small Value Procurement may be resorted to in the Procurement of Goods, Infrastructure Projects and Consulting Services, where the amount involved does not exceed the threshold prescribed in the Implementing Rules and Regulations of R.A. No. 9184;

WHEREAS, the Human Resources Development Division (HRDD) has justified to the Bids and Awards Committee the engagement of such Technical Writing (Basic and Advance) Provider as per existing laws and regulations;

WHEREAS, the **Provider**, representing 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 **Provider's** offer;

WHEREAS, on 9 September 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php 100,000.00. A copy of the CAF is hereto attached as **ANNEX "A"** and made an integral part of this Agreement.

WHEREAS, on 18 October 2022, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 096-2022, Series of 2022, recommending the Award of Contract for Technical Writing (Basic and Advance) to **PMF PROFESSIONAL ADVANCEMENT AND CONTINUING EDUCATION**;

WHEREAS, on 18 October 2022 the Head of the Procuring Entity issued the Notice of Award to PMF PROFESSIONAL ADVANCEMENT AND CONTINUING EDUCATION;

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:

1. Services The Provider shall provide sixteen (16) hours of training including all that is necessary to carry out the services required in the contract. The details of the services, scope of work, duties, and responsibilities, among others, appear in the attached Scope of Work, herein attached as Annex "B", which forms an integral part hereof.

2. Term The term of the contract shall commence within Thirty (30) days from receipt of Notice to Proceed and shall be completed on or before 15 December 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. Service Provider's Fee

As consideration for the full and faithful performance by the Provider 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 Provider a total amount of Seventy-Four Thousand Five Hundred Pesos (Php74,500.00) 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 Provider. 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 required deliverables and submission of the following:

- i. Certificate of Acceptance of Output.
- ii. Deliverables

% of Contract Cost	Activity	Deliverables/Output
--------------------	----------	---------------------

8

100%	Completion of the conduct Training	Submission of the following: <ul style="list-style-type: none">• Attendance Sheet• Training Certificates• Training Modules/Materials• Training Speaker's Profile• Pre and Post Training Assessment• Terminal Report• Recording of Session
100%	Total:	Php74,500.00

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

4. Project Administration

NPC designates **Ms. ROSALY B SANTOS** as the Representative responsible for the coordination of tasks and deliverables under the contract. The Human Resources Development Division (HRDD) shall be responsible for the acceptance of the deliverables/ Accomplishment Report submitted by the **Provider** prior to payment.
5. Performance Standard

The **Provider** undertakes to perform the services detailed in Annex "B" herein, with the highest standards of professional and ethical competence and integrity.
6. Confidentiality


The **Provider** 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 **Provider**, which the **Provider** 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 **Provider** shall sign a Non-Disclosure Agreement and shall form part of this contract.¹
8. Amendments

No modification, amendment, or supplement to this Contract shall be effective for any purpose unless the same is in writing and signed by both parties.
9. Suspension of Contract

The **NPC** may, by written notice of suspension to the **Provider**, suspend all payments to the **Provider** if he fails to perform any obligation due to his own fault or due to *force majeure* or other circumstances beyond the control of either party. Such notice of suspension shall: a) Specify the nature of the failure; and b) Request the **Provider** to remedy such failure within a period not exceeding thirty (30) days from receipt by the **Provider** of the notice of suspension.



¹ Non- disclosure Agreement dated 09 Nov 2022

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

The NPC, by written notice sent to the **Provider**, 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.

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

The NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the **Provider** 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 **Provider** prior to the delay; b) As a result of force majeure, the **Provider** 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 **Provider's** receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The **Provider** fails to perform any other obligation under the contract.

The **Provider** 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 **Provider'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 **Provider** 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.

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 **Provider** 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 **Provider** agrees that, during the term of this Contract he/she 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. The **Provider** shall not engage in activities that are prejudicial to the interests of the NPC.
- 16. Insurance** The **Provider** will be responsible for taking out any appropriate insurance coverage.
- 17. Assignment** The **Provider** 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

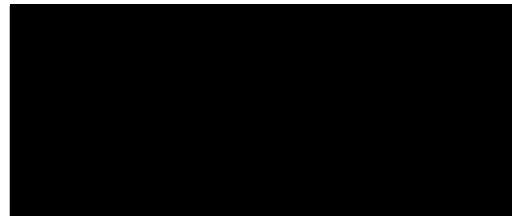
By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner 

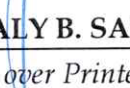

JENSEN JOY L. BALLICUD
Accountant III

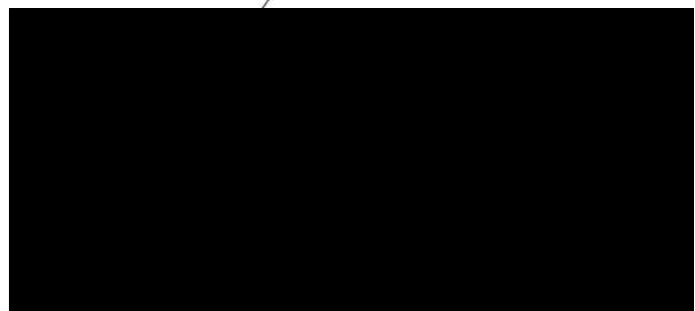
**PMF PROFESSIONAL
ADVANCEMENT AND CONTINUING
EDUCATION**

By:



Signed in the
Presence of:


ROSALY B. SANTOS
Signature over Printed Name



[Acknowledgment page follows.]

ACKNOWLEDGMENT

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 six (6) pages including this page wherein this Acknowledgment is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this NOV 11 2022 day of NOV 11 2022, 2022 at Pasay City, Philippines

Doc. No.: 161
Page No.: 24
Book No.: 52
Series of 2022.

ATTY. JOHN MANUEL B. BAUTISTA
NOTARY PUBLIC
Until December 31, 2023
Attorneys Roll No. 51344
COMM. No. 22-10 / 8-07-22 / Pasay City
IDP No. 174891 / 01-05-2022 / Pasig City
PTR No. 7697313 / 01-05-2022 / Pasay City
MCLE No. VII-0018852 / 05-25-2022 / Pasig City
Mobile No. 0908-740-0000 / Tel. No. 02-8875-0023



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on NOV 09 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

The PMF Professional Advancement and Continuing Education, represented by [REDACTED] hereinafter referred to as the "Provider".

The undersigned **Service Provider** 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 **Provider** 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:

- a) Information that is generally known to the public;
- b) Information that is currently or subsequently becomes generally available to the public through no wrongful act of the NPC or any of its **Provider**;
- c) Information that is known and possessed by the **Provider** prior to the disclosure to the **Provider** 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
- d) Information that the NPC expressly approved to be disclosed by the **Provider**, when used in accordance with 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 **Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Provider**, 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 **Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Provider** was given access even after the term of contract has ended, as provided for in the Data Privacy Act of 2012, its IRR and other issuances.

Handwritten signature/initials

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 **Provider** 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.

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Provider** 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 **Provider** and which are obtained during the **Provider** 's term, employment or contract within **15 calendar days** upon termination of the contract. The **Provider** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Provider** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Provider** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Provider** 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 **Provider** accidentally makes an unauthorized disclosure of any confidential information, the **Provider** 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 **Provider** 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 **Provider** /s of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Provider** /s responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Provider** 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 **Provider**.


The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Provider** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **Provider** '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.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the date and in the place first above-written.

NATIONAL PRIVACY COMMISSION

By:


ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

By:

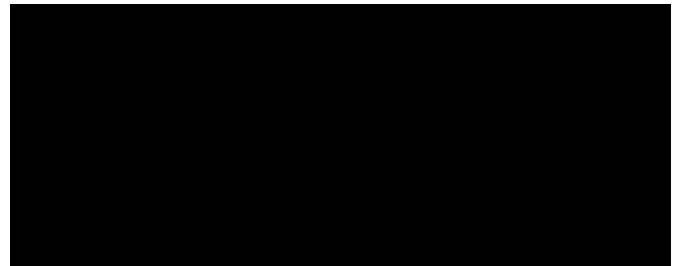


Provider

Signed in the Presence of:


ROSALY B. SANTOS

Signature over Printed Name



[Acknowledgment page follows.]

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

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. 167
Page No. 34
Book No. 32
Series of 2022

4

ATTY. JOHN MANUEL B. BAUTISTA
NOTARY PUBLIC
Until December 31, 2023
Attorneys Roll No. 51344
COMM. No. 22-18 / 8-1-22 / Pasay City
IBP No. 174891 / 01-05-2022 / Pasig City
PTR No. 7697313 / 01-05-2022 / Pasay City
MCLE No. VII-0018852 / 05-25-2022 / Pasig City
Mobile No. 0908-740-0000 / Tel. No. 02-8875-0023

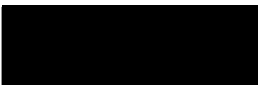
Handwritten signature



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: NOV 16 2022




PMF Professional Advancement and Continuing Education
3 Las Vegas St., Merville Park,
Paranaque City

Dear Mr. Bayona:

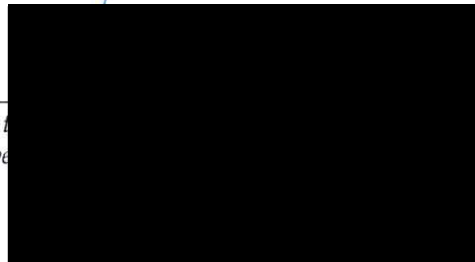
Notice is hereby given to **PMF Professional Advancement and Continuing Education** for the commencement of the procurement for the **TECHNICAL WRITING (BASIC AND ADVANCE)** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached 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 DU NAGA
Head of the Procuring Entity/
Privacy Commissioner
gan *f*

I acknowledge receipt of this notice on ____
Name of the authorized representative of ____
Signature of the authorized representative ____



Ref No.: ADMIN-22-01251

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

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307
URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228