



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 110-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
LEADERSHIP AND SUPERVISORY TRAINING/SUPERVISORY DEVELOPMENT
COURSE**

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 view of the continuous effort of the NPC in the fulfillment of its vision, mission, and mandate, the Human Resource Development Division (HRDD) aims to upskill and further develop the current supervisory and management skills and practices of NPC officials and first-time supervisors and managers through the conduct of Learning and Development (L&D) intervention program on supervisory training;

WHEREAS, the NPC approved its FY 2021 Continuing Annual Procurement Plan (APP), which includes the procurement of Leadership and Supervisory Training/Supervisory Development Course under APP Item No. 2021-0223 with the Approved Budget for the Contract of P 250,000;

WHEREAS, Section 53.5 of the Revised Implementing Rules and Regulations (RIRR) of R.A. 9184 recognizes negotiated procurement through Agency-to-Agency as an alternative mode of procurement, where the procuring entity directly negotiates a contract for the procurement of goods, or services, or undertakes infrastructure projects, and consulting services with another agency;

WHEREAS, the same RIRR and the GPPB Implementing Guidelines On Agency-To-Agency Agreements provide several conditions that the end-user must comply with to justify that the resort to Agency-to-Agency is more efficient and economical to the government;

WHEREAS, pursuant to the process indicated in Annex "H" of the IRR of R.A. 9184, the end-user, the HRDD has provided a Justification why the resort to Agency-to-Agency is more efficient and economical to the government herein attached as "Annex A",

WHEREAS, in the said Justification, the HRDD mentioned that, based on previous coordination and numerous negotiations between the NPC and other service providers, including the Civil Service Commission (CSC), it was determined that the most economical and cost-effective method to develop and upskill supervisory skills is through the L&D training program offered by the CSC. The CSC's expertise and strategic objective of developing competent and credible civil servants made the NPC come up with such determination;

WHEREAS, the end-user likewise submitted a Certification that the proposed servicing agency, the CSC, complies with the conditions set by the NPC, herein attached as "Annex B";

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-22-00569

NPC_BAC_RESO-V1.0, R0.0, 05 May 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

WHEREAS, a Request for Quotation (RFQ) was sent to the CSC on 27 October 2022;

WHEREAS, in response to said RFQ, the CSC, submitted the responsive quotation with a bid price of Php240,000.00;

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 procurement of **LEADERSHIP AND SUPERVISORY TRAINING/SUPERVISORY DEVELOPMENT COURSE** to the **CIVIL SERVICE COMMISSION (CSC)** with Agency-to-Agency as the mode of procurement with a total contract price of Two Hundred Forty Thousand Pesos (Php240,000.00).

RESOLVED this 28th day of October 2022, via a combination of on-site and videoconference meeting.

ATTEST:

On official business

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

Digitally signed
by Ma Josefina
Eusebio Mendoza

ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member

On official business

JONATHAN RUDOLPH Y. RAGSAG
Information Technology Officer II, DSTSD
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: NOV 03 2022

¹ Letter from the Office of the President of the Philippines, Malacañang re: Designation of Deputy Privacy Commissioner Leandro Angelo Y. Aguirre as Officer-in-charge (1422-MRO-20879)

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-22-00569

NPC_BAC_RESO-V1.0, R0.0, 05 May 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



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

NOV 03 2022

[REDACTED]
Civil Service Commission – NCR
25 Kaliraya Rd, Santa Mesa Heights, Quezon City

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 110-2022, series of 2022, the contract for the **Leadership and Supervisory Training/Supervisory Development Course** amounting to **Two Hundred Forty Thousand Pesos (P 240,000.00) VAT inclusive**, is awarded to the **Civil Service Commission**, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. JOHN HENRY DU NAGA

Privacy Commissioner

Head of the Procuring Entity

Date: NOV 03 2022

Atty. John Henry Du Naga
Privacy Commissioner

Conforme:

[REDACTED]
Date: NOVEMBER 07, 2022



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: NOV 07 2022

[REDACTED]
Civil Service Commission- NCR
25 Kaliraya Rd., Mesa Heights,
Quezon City

Dear [REDACTED]

Notice is hereby given to Civil Service Commission (CSC) for the commencement of the procurement for the **LEADERSHIP AND SUPERVISORY TRAINING/SUPERVISORY DEVELOPMENT COURSE** 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

I acknowledge receipt of this notice on NOV 07 2022
Name of the authorized representative of the [REDACTED]
Signature of the authorized representative [REDACTED]

Ref No.: ADMIN-22-01420

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



NATIONAL CAPITAL REGION

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT was made and entered this ____ day of NOV 07 2022 2022 by and between:

The **Civil Service Commission National Capital Region**, represented by [REDACTED]
[REDACTED] Regional Director, with office address at 25 Kaliraya Street, Barangay Doña Josefa, Quezon City (hereinafter referred to as the **CSC NCR**);

-and-

The **National Privacy Commission**, represented herein by **Atty. JOHN HENRY D. NAGA**, Commissioner with office at 5th Flr., Delegation Bldg., PICC, Vicente Sotto Ave., Pasay City (hereinafter referred to as **NPC**).

The **CSC- NCR** and **NPC** shall be collectively referred herein as **PARTIES**.

WITNESSETH

WHEREAS, the Civil Service Commission (**CSC**), as the central human resource institution of the government, through **CSC NCR**, provides direct training and human resource development interventions to government officials and employees in accordance with its strategic priority of developing competent and credible government workforce towards a governance of high integrity and excellence;

WHEREAS, the **CSC**, in assuming this role, must keep pace with global trends world class standards of training delivery;

WHEREAS, the **NPC** in continuous effort developing the current supervisory and management skills and practices of **NPC** officials and first-line supervisors and managers facilitate the conduct of Learning and Development Programs;

WHEREAS, the programs aims to define the role of leaders in a wider perspective of their responsibilities and functions, also to provide guidelines of management functions in the organization;

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WHEREAS, the NPC requested the CSC NCR, to conduct the program/course on **Supervisory Development Course (SDC) Track 1** to its officials and employees to strengthen their supervisory and leadership competencies.

WHEREAS, on 1 September 2022 the NPC Accountant issued a Certificate of Availability of Funds (CAF) amounting Php 250,000.00. A copy of the CAF is hereto attached as **ANNEX "A"** and made an integral part of this Agreement.

WHEREAS, on 03 November 2022, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 110-2022, Series of 2022**, recommending the Award of Contract for Leadership and Supervisory Training/Supervisory Development Course to **CIVIL SERVICE COMMISSION NATIONAL CAPITAL REGION**;

WHEREAS, on 03 November 2022 the Head of the Procuring Entity issued the Notice of Award to **CIVIL SERVICE COMMISSION NATIONAL CAPITAL REGION**;

WHEREAS, the NPC undertakes to pay the CSC NCR for the delivery of the abovementioned program/course;

NOW, THEREFORE, for and in consideration of the foregoing, the CSC NCR and NPC agree on the following terms and conditions:

ARTICLE I - RESPONSIBILITIES OF CSC NCR AND NPC

A. DUTIES AND RESPONSIBILITIES OF THE CSC NCR

1. Manage and conduct the aforementioned training/program for officials and employees of the **National Privacy Commission (NPC) on November 8-11, 2022** or such other dates as may be jointly agreed upon by the Parties;
2. Provide a program/course materials and training kits for the duration of the program/course;
3. Accommodate up to a maximum of thirty (30) participants from NPC;
4. Provide Subject Matter Expert (SME) who will conduct, implement, and facilitate the program/course;
5. Provide Training Assistant (TA), on specific dates, to manage the learning environment and support the SME in the conduct of the program/course;
6. Prepare and issue the corresponding Certificate of Completion to each participant who completes the program/course. Participants who do not complete the required number of training hours will instead be given a Certificate of Attendance;
7. Conduct an ocular inspection of the venue within five (5) days prior the date of actual training to ensure safety of all personnel involved in the said activity and to ensure the adherence to the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID) Guidelines on

the Nationwide Implementation of Alert Level System for COVID-19 Response; and

- 8. Perform and complete the enumerated services in the Scope of Work/Services with highest standards of professionalism and ethical competence and integrity. The Scope of Work/Services shall form an integral part of this Agreement.

B. DUTIES AND RESPONSIBILITIES OF NPC

- 1. Provide the training venue, facilities, equipment, meals, and snacks for the whole duration of the seminar;
- 2. Authorize and ensure the attendance of thirty (30) participants and relieve them from office responsibilities for the duration of the seminar;
- 3. Pay **CSC NCR** the following training fee per batch:

Program/ Course	Training Fee (30 pax and below)
Supervisory Development Course Track 1 (SDC 1)	Php 240,000.00

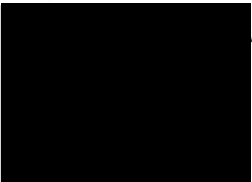
- 4. Ensure that both participants and personnel involved in the conduct of the training are fully vaccinated and with booster shots. Those who are not fully vaccinated shall present a negative result of RT-PCR test or Antigen Test at least twenty-four hours before the actual day of training;
- 5. Enforce the following health protocols for the whole duration of the seminar, to wit;
 - Regular monitoring of temperature of all participants, including the SME and the TA from **CSC NCR**;
 - Provision of a Health Declaration Form and/or Contact Tracing Form which are properly filled up by all participants, a copy of which shall be submitted to **CSC NCR** daily;
 - Wearing of proper facemask and/or face shield shall be required;
 - Participant who might get sick during the training, shall be requested to isolate in the designated isolation room in the **NPC**;
 - Participants are reminded to strictly observe the required one (1) meter social distancing at the training venue; and
 - Non-participants are not allowed to enter the venue to ensure safety of all participants.

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6. Assign one (1) Training Coordinator who will prepare and/or arrange the following:
- list of participant's profile in softcopy, excel format (indicating full name, nickname, position title, salary grade, age, gender, marital status) to be sent to cscncr_hrd@yahoo.com at least five (5) working days before the training;
 - Ensure that the participants to the programs are at least Salary Grade 18 or are currently performing supervisory functions as supported by a certification from the Human Resource Division/Department, attached Individual Performance Commitment and Review form, or Position Description form.
 - a good training venue which is compliant with IATF-EID guidelines on mass gathering and conducive to learning and teaching, and will encourage uninterrupted attendance among training participants;
 - meals and snacks for the Resource Persons, Training Assistant/s, and participants during the training;
 - training facilities such as laptop, LCD projector with screen, clicker, whiteboard, and sound system with microphones; and
 - name tags or IDs of participants' nicknames.
7. Provide the transportation and/or accommodation (if applicable if venue is outside Metro Manila) of the Subject Matter Expert/s and Training Assistant/s, (if training is conducted outside of Metro Manila) or as agreed upon by both PARTIES;
8. Provide vehicle to transport the Subject Matter Expert/s, Training Assistant/s, and the training supplies and materials from agreed location to the training venue and vice versa; and
9. Notarize the signed Memorandum of Agreement (MOA) and deliver the same to the CSC NCR premises at 25 Kaliraya Street, Barangay Doña Josefa, Quezon City.

ARTICLE II - PAYMENT

 The NPC shall pay CSC NCR the following training fees per batch:

Program/ Course	Training Fee (30 pax and below)
Supervisory Development Course Track 1 (SDC 1)	Php 240,000.00

 Full payment (100%) of the training fee should be made upon completion of the conduct of the training course and submission of enumerated documents under Article II (B). This amount shall cover payment for the program



management, handouts/manuals, supplies and materials for the program, and honoraria for the Resource Person/s and Training Assistant/s.

In cases that the NPC was not able to complete maximum number of participants, the NPC is still required the full amount of the training fee as indicated in this agreement.

All payments under this Agreement shall be subject to the Commission on Audit (COA) and Department of Budget and Management (DBM) accounting and auditing rules and regulations.

B. **Conditions for Payment.** Full payment (100%) of the training fee shall be made within fifteen (15) working days from receipt of the Billing Statement subject to the following conditions:

- a. **CSC NCR** shall issue a Billing Statement at least five (5) working days after receipt of the training reports with attendance from training assistant/s;
- b. **NPC HRDD/end-user** shall issue a Certificate of Acceptance of Output upon completion;
- c. Check payments shall be made payable to **CSC NCR** and deliver the same to its Office at 25 Kaliraya Street, Barangay Doña Josefa, Quezon City;
- d. A certified copy of the **List of Due and Demandable Accounts Payables- Advice to Debit Accounts (LDDAP-ADA)** duly validated by the Land Bank of the Philippines shall be submitted to **CSC NCR** and can be sent thru email at cscncr_hrd@yahoo.com or training.cscncr@gmail.com.

Training certificates are issued upon receipt of payment for the program/course.

ARTICLE III - DATA PRIVACY AND CONFIDENTIALITY

The **PARTIES** shall comply with the Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations, and other issuances of the NPC with respect to personal **data** of NPC personnel which they process pursuant to this Agreement.

During this undertaking between **NPC** and **CSC-NCR**, any data received by one the other shall be treated as confidential information, which may not be disclosed to person without authority from the other or the relevant Government department or agency.

ARTICLE IV - GENERAL PROVISIONS

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- A. **Ownership of Material.** Any material provided by the **CSC NCR** to **NPC** during this training may not be reproduced or lent out for the use of a third party without the express approval of **CSC NCR**. **NPC** shall secure a prior written permission
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from the **CSC-NCR** for any subsequent exploitation of the latter's program/course under this Agreement.

Any outputs or reports prepared by the **CSC-NCR** and submitted to the **NPC** under this Agreement shall be co-owned by the **CSC-NCR** and the **NPC**.

- B. **Dispute Resolution and Venue of Action.** Both parties shall exert their best effort to amicably settle any dispute arising out of this Agreement. 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. 242, s. 1973, in relation to E.O. 292, dated July 25, 1987, except disputes involving constitutional issues, public order, public policy, morals, principles of public exemplarity or other matters of public interest.

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 or Quezon City, Philippines, to the exclusion of all courts.

- C. **Amendments.** Any amendments to this Agreement shall be mutually agreed upon by both parties and shall be contained in a written instrument signed by the authorized representatives of the **CSC NCR** and **NPC**. Said instrument shall constitute an integral part of this Agreement.

- D. **Cancellation/Postponement.** **NPC** may cancel and/or postpone the herein-specified training dates, provided that the **CSC NCR** Training Coordinator must be officially informed in writing at least five (5) working days prior to the scheduled training. Failure to notify **CSC NCR** shall result to a penalty charge for the cancelled and/or postponed training to cover liquidation costs in accordance with the relevant provisions of Republic Act No. 9184, Its Implementing Rules and Regulations, and other issuances of the Government Procurement Policy Board.

- E. **Separability Clause.** If, for any reason or reasons, any part or provision of this Agreement shall be held invalid and declared null and void, other parts or provisions hereof which are not affected thereby shall continue to be in full force and effect.

- F. **Notices.** Any and all notices required to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given if actually received or if sent by registered mail, return receipt requested, to the attention of the individual signing this Agreement or the party to which the notice is directed, at the address indicated below.

Governing Law. This Agreement shall be construed under the laws of the Republic of the Philippines.

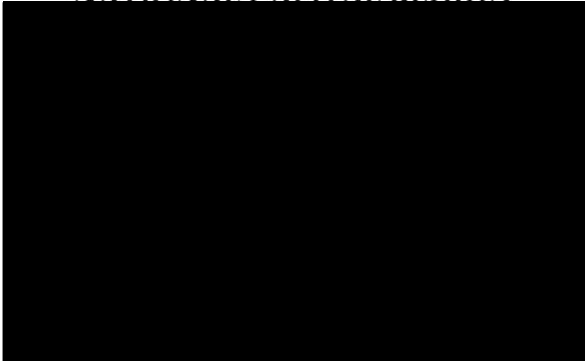
- H. **Other Provision.** The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Contract. In the event of conflict between the terms of this Contract and all relevant Annexes, the terms of this Contract.

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IN WITNESS WHEREOF, both parties have hereunto set their hands on this ___ day of NOV 07 2022 2022 at the Civil Service Commission National Capital Region, 25 Kaliraya Street, Barangay Doña Josefa, Quezon City, Philippines.

CIVIL SERVICE COMMISSION
NATIONAL CAPITAL REGION

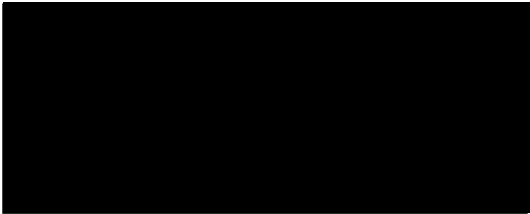


NATIONAL PRIVACY COMMISSION

By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


JENSEN JOY L. BALLICUD
Accountant III



Witnesses:


ROSALYN B. SANTOS
Division Chief

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

MANILA CITY

) S.S.

BEFORE ME, this ____ day of _____ 2022 in **MANILA CITY** Philippines,
personally appeared the following:

[REDACTED]

JOHN HENRY D. NAGA

[REDACTED]

All known to me to be the same persons who executed the foregoing Contract and they acknowledged to me that the same are their voluntary act and deed of the entities they represent in this instance.

This instrument consisting of eight (8) pages, including this page where this acknowledgement is written, has been signed on the left margin of each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND this **NOV 07 2022** day of _____ 2022, at **MANILA CITY**
_____, Philippines.

Doc. No. **960**
Page No. **791**
Book No. _____
Series of 2022.

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
IUP NO. 278508 - 01/03/2022, PANG
PTR NO. 0060197 - 01/03/2022 DILA
ROL NO. 29678, TIN: 278-508-600
MCLE COMPL. NO. VH-000023 6/26/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA, B-2, UNIT 305, TONDO, MLA. (13)