



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
Resolution No. 073-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
TECHNICAL FACILITATOR**

WHEREAS, the National Privacy Commission (NPC) is an independent body mandated to administer and implement Republic Act No. 10173 of 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 strategic plan 2018-2022 is an integral part of the Philippine Development Plan 2018-2022. It is consistent with the 0-10 Socio-economic agenda of the Duterte administration, and the development pillars of *malasakit*, *pagbabago*, and *kaunlaran*.

WHEREAS, as the Philippines shifts into the new administration, the NPC shall craft its 2023-2028 Strategic Plans aligned with the Philippine Development Plan. To this end, the NPC aims to conduct a Strategic Planning session which will define the strategic vision and mission of the NPC for the years 2023-2028;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act" (RA 9184), recognizes 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, provided, that in case of goods, the procurement does not fall under shopping in Section 52;

WHEREAS, this procurement is reflected and has been approved in the Commission's CY 2021 Continuing Annual Procurement Plan (APP) under Item Number 2021-0232 with an Approved Budget for the Contract (ABC) amounting to **One Hundred Thousand Pesos (Php 100,000.00)**;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to three (3) suppliers, namely: [REDACTED] Media Meter Inc., and Whitehall Consulting Services on 27 August 2022 and the same was posted in the PhilGEPS website, NPC Website, and bulletin board;

WHEREAS, only one (1) bidder submitted a quotation: [REDACTED]

WHEREAS, upon initial evaluation of the documentary submissions of [REDACTED] it was noted that she submitted an Unnotarized Omnibus Sworn Statement;

WHEREAS, GPPB Resolution No. 09-2020 on Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restriction, allows the submission of Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment;

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

Ref No.: BAC-22-00257

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, Proclamation No. 1218 further extended the declared State of Calamity through the Philippines for a period of one (1) year, effective 13 September 2021 to 12 September 2022, unless earlier lifted or as circumstances may warrant;

WHEREAS, after further evaluation of the qualifications and documentary submissions of [REDACTED] the NPC-BAC determined that she passed the technical, legal, and financial requirements mandated under RA 9184 and determined that [REDACTED] submitted the single calculated and responsive quotation at a bid price of one hundred thousand pesos (P 100,000.00);

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 Technical Facilitator in the total amount of **ONE HUNDRED THOUSAND PESOS (PHP 100,000.00)** to [REDACTED] subject to the presentation of her documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 1st day of September 2022 via combination of videoconference meeting.

ATTEST:

Digitally signed
by Milanes Rainier
Anthony Mabias

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

Digitally signed by Mendoza
Ma Josefina Eusebio
Date: 2022.09.06 10:55:40
+08'00'

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

Digitally signed by Ragsag
Jonathan Rudolph Yandan

MR. JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Digitally signed by
Ivy Grace T. Villasoto
Date: 2022.09.05
12:30:16 +08'00'

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

Digitally signed by Patula
Maria Theresita Elnar
Date: 2022.09.05 19:30:02
+08'00'

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

Approved:

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: SEP 07 2022

Leandro Angelo Y. Aguirre
Deputy Commissioner
OIC of NPC
090122- MR0- 12715

Ref No.: BAC-22-00257  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

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

SEP 07 2022



Dear 

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 073-2022 series of 2022, the contract for procurement of Technical Facilitator amounting to **One Hundred Thousand (Php 100, 000.00) VAT inclusive**, is awarded to you, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. LEANDRO ANGELO Y. AGUIRRE

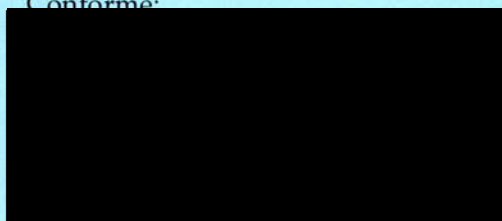
Officer-in-Charge¹

(090122-MRO-12715)

Deputy Privacy Commissioner

Date: SEP 07 2022

Conforme:



Date: SEP 09 2022

¹ Letter from the Office of the President of the Philippines, Malacanang re: Designation of Deputy Privacy Commissioner Leandro Angelo Y. Aguirre as Officer-in-Charge of NPC on 04-07 September 2022

PURCHASE ORDER
NATIONAL PRIVACY COMMISSION
Entity Name

Supplier : <div></div>		P.O. No. : 2022-09-00264			
Address : <div></div>		Date : SEP 12 2022			
TIN : <div></div>		Mode of Procurement : Small Value Procurement			
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:					
Place of Delivery : NPC OFFICE			Delivery Term : Full delivery shall be completed within Forty (40) days which shall commence from the receipt of Purchase Order/Notice to Proceed		
Date of Delivery : Full delivery shall be completed within Forty (40) days which shall commence from the receipt of Purchase Order/Notice to Proceed			Payment Term : LDDAP-ADA		
Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	Lot	Technical Facilitator Specifications: The specifications shall be in accordance with the attached Technical Requirements/ Scope of Work "Annex A" Delivery: Full delivery of the following deliverables shall be completed within 40 days which shall commence from the receipt of Purchase Order/Notice to Proceed: -Inception Report -Strategic Plans and Framework -Post Activity Report Payment: 1. Payment shall be processed upon issuance of Certificate of Acceptance of Output (CAO) by the end-user. 2. Payment shall be made through send bill arrangement and shall be processed upon receipt of the Statement of Account/Billing statement/Invoice issued by the supplier. Attached a Non-Disclosure Agreement (NDA)	1	100,000.00	100,000.00
(Total Amount in Words)		ONE HUNDRED THOUSAND PESOS ONLY			
In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.					
NOTICE TO PROCEED: Notice is hereby given that by conforming to this Purchase Order, the Service Provider/Supplier shall proceed with the delivery of the items in accordance with the terms and conditions specified herein to commence from the date of conformance hereunder indicated.					
Contact Mr. Joel Pagtulingan Jr. at (02)8234-2228 local 119 or email at asd@privacy.gov.ph for questions delivery and other concerns.					
Conformer <div></div>		Very truly yours, <div></div> ATTY. MANUEL C. SATUITO Signature over Printed Name of Authorized Official Director IV, FAO Designation <div></div>			
Signature over Printed Name of Supplier SEP 12 2022 Date					
Fund Cluster : 01 Funds Available : ₱ 100,000.00 <div></div> JENSEN JOY L. BALLICUD Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit			ORS/BURS No. : 02402-2022-09-0093 Date of the ORS/BURS: 12 SEPT 2022 Amount : ₱ 100,000.00 <div></div>		



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 12 SEP 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

[REDACTED] Filipino, of
[REDACTED]

The undersigned **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 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 **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.

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:


Consultant

Signed in the Presence of:


Digitally signed
by Leelian
Marilou Curie
MARILOU C. LEELIAN

Signature over Printed Name

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 SEP 20 2022,
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. 193
Page No. 40
Book No. 31
Series of 2022

[Handwritten signature]

[Handwritten signature]
ATTY. VICTOR C. ESTRADA
Notary Public for and in the City of Pasay
Commission No. 19-03
Untill December 31, 2022
Roll of Attorneys No. 27218
PTR OR No. PC7700268; 1/5/2022; Pasay City
IBP OR No. 171724; 1/4/2022; Pasig City
MCLE No. VII-0021858 until 4-14-2025