



BIDS AND AWARDS COMMITTEE
Resolution No. 094-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
TECHNICAL CONSULTANT (DIGITAL TRANSFORMATION)**

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 Office of the Executive Director (OED) is responsible for ensuring that the quality management of NPC is held to the highest standards through the proper and efficient supervision of NPC offices, including the Public Information and Assistant Division (PIAD), reporting directly to the OED;

WHEREAS, with that said, the ED leads the Commission in terms of streamlining operations through digital transformation specially in regulating entities in both Government and Private that process personal and sensitive personal information. The Compliance and Security Monitoring Command Center (CSMCC) which is a currently project now starting its implementation stage this last quarter of the year falls under the ED's supervision;

WHEREAS, the Technical Consultant will perform the tasks indicated in the Terms of Reference herein attached as Annex "A";

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) with APP Item No. 2024-0097 with an Approved Budget for Contract of Three Hundred Sixty Thousand Pesos (Php360,000.00);

WHEREAS, section 53.7 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184 (2016 RIRR of RA 9184) providing for the engagement of individual consultant for not more than six (6) months, to do work that is highly technical or propriety;

WHEREAS, in accordance with the provisions of Republic Act No. 9184 and its IRR, the NPC Bids and Awards Committee (BAC) through the BAC Secretariat, sent a Request for Quotation to [REDACTED] and noted his compliance therewith to the Terms of Reference provided;

WHEREAS, on 22 November 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotation from [REDACTED] and determined that he fully qualifies as Technical Consultant to perform the functions as required under the Terms of Reference;

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 CONSULTANT (DIGITAL TRANSFORMATION)** to [REDACTED] with the total amount of **ONE HUNDRED THOUSAND PESOS (PHP100,000.00)** for a contract period of one (1) month but should not exceed 31 December 2024, subject to the presentation of his original documentary requirements upon the signing of the Notice of Award (NOA).

RESOLVED this 22nd November 2024 via combination of on-site and videoconference meeting.

ATTEST:

 Digitally signed
by Enriquez
Ryan Roncale

MR. RYAN R. ENRIQUEZ
EA III, OED
Provisional BAC Member/End-User

 Digitally signed by
Fabricante Marlon
Ruben Natividad

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

 Digitally signed by
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a190-4719-801f-
b1afee0de684

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

On Official Business

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


 Digitally signed by
Patula Maria
Theresita Elnar

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

Approved:



ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

Date: 03 DEC 2024 



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD


Date Issued: 03 DEC 2024



Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 094-2024 series of 2024, the contract for **TECHNICAL CONSULTANT (DIGITAL TRANSFORMATION)** amounting to **ONE HUNDRED THOUSAND PESOS (PHP100,000.00)** VAT inclusive, for a contract period of one (1) month^s but should not exceed December 31, 2024, is hereby awarded to you, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


Digitally signed
by Naga John
Henry Du
ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

Digitally
signed by
Mendoza
Ma. Josefina
Eusebio

Conforme: [REDACTED]

Highly Technical Consultant
Date: 03 DEC 2024

CONSULTANCY CONTRACT

This **CONSULTANCY CONTRACT** (the "Contract") made and entered into this 03 DEC 2024 by and between:

The **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, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA** (the "NPC");

and

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

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

WITNESSETH, that:

WHEREAS, the NPC has authorized the procurement of Professional Services (Highly Technical Consultant) under Item No. 2024-0097 of the NPC Annual Procurement Plan for F.Y. 2024;


WHEREAS, NPC requires the expertise of a Highly Technical Consultant knowledgeable in organizational quality management, capacity-building, freedom of information, decision making, privacy compliance, and cybersecurity to assist the Office of the Executive Director (OED), as detailed in this Contract and the Terms of Reference (TOR). A copy of the TOR is attached herewith as ANNEX "A" and made an integral part of this Contract;

WHEREAS, the NPC has resorted to Negotiated Procurement pursuant to *Section 53 of Government Procurement Reform Act or Republic Act No. 9184 (R.A. 9184) and Section 53.7 of the 2016 Revised Implementing Rules and Regulations as of 19 July 2024 (IRR of R.A. 9184)*;

WHEREAS, the OED has justified to the Bids and Awards Committee the engagement of the **Consultant** in accordance with the conditions set forth in *Annex "H" of IRR of R.A. 9184*;

WHEREAS, *Negotiated Procurement of Consulting Services* may be employed in cases where individual consultants hired to do work that is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant: Provided, however, that the term of the individual consultants shall at the most, be on a six (6) month basis, renewable at the option of the appointing Head of Procuring Entity, but in no case shall exceed the term of the latter;

WHEREAS, the **Consultant**, signifying to have the requisite governmental permits, licenses, and the necessary qualifications, expertise, experience, and resources, has proposed to undertake all that which is necessary for completing the services according to the standard stipulated under the Terms of Reference and within the agreed period;

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

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WHEREAS, on 03 December 2024, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 094-2024, Series of 2024, recommending the Award of Contract for Technical Consultant to [REDACTED]

WHEREAS, on 03 December 2024, the Head of the Procuring Entity issued the Notice of Award to [REDACTED]

WHEREAS, the Parties have executed this Contract in accordance with the procurement processes under the R.A. 9184, its IRR, and relevant issuances;

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 Consultant shall provide the services as described in the attached TOR.

The TOR details the scope of work, duties, responsibilities, and any other necessary information for the successful execution of the services.

2. Term The term of the contract is One (1) month, which shall commence from the issuance of the Notice to Proceed but not to exceed 31 December 2024.

In no instance shall the term of the Contract be extended, unless the same is extended by the NPC after written notice to the Consultant prior to its expiration and after undergoing the necessary procurement process, as prescribed by R.A. 9184 and its IRR.

Any amendment to the delivery date of the contract shall be agreed upon in writing by the Parties. Any extension required by the Consultant to deliver the agreed services shall not involve any additional cost to NPC.

3. Payment 3.1 Consultant's Fee

As consideration for the full and faithful performance by the Consultant of the obligations under this Contract and the completion of the services in accordance with the terms and conditions herein set forth.

The NPC shall pay the Consultant a total amount of **One Hundred Thousand Pesos (Php100,000.00)**, inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws. Payment of One Hundred Thousand Pesos (Php100,000.00) shall be made for one (1) month contract.

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.

3.2 Payment of Services

Full payment shall be made in Philippine Peso upon completion of all the required deliverables and submission of the following, as certified by the NPC or their duly authorized representative:

- i. Accomplishment Report;
- ii. Certificate of Acceptance of Output; and

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- iii. Other documents required by the Finance and Administrative Office (FAO) or the End-user/Unit.

TIMELINE	OUTPUT
December 3- 31, 2024	Actual Output

3.3 Release of Payment

The payment shall be released upon submission by the **Consultant** of the required outputs and deliverables under this Contract and its Annex/es as certified by the OED or their duly authorized representative.

3.4 Compliance with Tax Regulations

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

No payment shall be made to the **Consultant** without proof of registration with the Bureau of Internal Revenue (BIR) and the issuance of a Tax Identification Number (TIN).

4. **Suspension** The NPC may, by written notice of suspension to the **Consultant**, suspend all payments to the **Consultant** if he or she fail to perform any obligation due to their own fault, *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 **Consultant** to remedy such failure within a period not exceeding thirty (30) days from receipt by the **Consultant** of the notice of suspension.

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

5. **Termination** The Contract may be terminated by either **Party** after written notice to the other **Party** within thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of IRR of R.A 9184;

The notice of termination shall specify the following:

- a. The cause of termination in accordance with Annex "I" of the IRR of R.A 9184;
- b. The extent to which the performance of the **Consultant** under the Contract is terminated; and
- c. The date upon which such termination becomes effective.

The **Parties** may terminate the Contract based on the following grounds:

- a. The NPC shall terminate a contract for default when any of the following conditions are present in the implementation:

1. 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 **NPC** pursuant to a request made by the **Consultant** prior to the delay;
 2. 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
 3. The **Consultant** fails to perform any other obligation under the contract.
- b. The **NPC** may terminate the contract, in whole or in part, at any time for its convenience.
- c. The **NPC** shall terminate the contract if the **Consultant** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. The termination will be without compensation to the **Consultant**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **NPC** and/or **Consultant**.
- d. The **NPC** may 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.
- e. The **Consultant** may terminate its Contract with the **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.
6. **Project Administration** The **NPC** shall designate **ATTY. IVIN RONALD D.M. ALZONA, Executive Director IV** as the Representative responsible for the coordination of tasks and deliverables under the Contract. The **Office of the Executive Director (OED)** shall be responsible for the acceptance of the deliverables/ Accomplishment Report submitted by the **Consultant** prior to payment.
7. **Performance Standard** The **Consultant** shall perform the services and promptly submit performance reports to the **NPC** as necessary and as detailed in Annex "A" herein, with the highest standards of professional and ethical competence and integrity consistent with industry standards. The **NPC** shall have the right and authority to access, monitor, and audit the records of the **Consultant** pertinent to contractual compliance.
8. **Confidentiality and Data Privacy** During the term of this Contract, and after its expiration or termination, any data received by the **Consultant** from the **NPC** shall be treated as confidential information. The **NPC** system, its components, parts, all the product samples and specifications, data, ideas, technology, and technical and non-technical materials, all, or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") shall also be considered confidential.

In line with this, the **Consultant** agrees to strictly observe the following:

- a. Confidential information shall not be disclosed to any person without authority from the **NPC** or the relevant Government department or agency.
- b. The **Consultant** shall ensure the secure processing of these types of data in accordance with the technical, organization and physical measures provided by the *Data Privacy Act of 2012 (R.A 10173)*, its *Implementing Rules and Regulations (IRR)* and other relevant issuances. The **Consultant** shall adhere to the rules on data breaches consistent with their privacy policy and privacy laws, subject to liability under the law.
- c. The processing of any data containing personal and sensitive personal information received by the **Consultant** from the **NPC**, if any, shall comply with the provisions of the *R.A 10173*, its *IRR* and other issuances. It shall adhere to the Data Privacy Principles of Transparency, Legitimate Purpose, and Proportionality.
- d. The **Consultant** shall hold the Proprietary Information in strict confidence. The **Consultant** furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without the prior written approval of the **NPC**.

All persons employed by and/or connected with the **Consultant** shall not disclose any information or document that was obtained from the **NPC** due to this Contract.

9. Non-Dis-Closure of Confidential Information

The **Consultant** undertakes that during the term of this Contract and after its termination, any proprietary, confidential, financial, and personal information relating to the consultancy services, this Contract, and **NPC's** business, operations, and personnel shall not be disclosed to any third person without the prior written consent of the **NPC**.

The **Consultant** shall sign a Non-Disclosure Agreement which shall form part of this Contract.¹

10. Intellectual Property Rights

Any ownership of copyright and any other proprietary rights in all articles, plans, reports, studies, and other materials prepared and produced by the **Consultant** in the performance of their assigned duties shall be the exclusive property of **NPC**.

11. Conflict of Interest

During the term of this Contract, 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**. The **Consultant** shall be disqualified from engaging in activities that will be prejudicial to the interests of the **NPC** and/or that will interfere with the technical, objective, and impartial performance of their obligations under this Contract. The **Consultant** shall always uphold the paramount interests of the **NPC**.



¹ Non- disclosure Agreement dated 03 December 2024

- 12. Liability** The **Consultant** shall ensure reasonable standards of skills, integrity, and reliability throughout the work conducted. The **Consultant** shall indemnify and hold the **NPC** harmless from liability and damages as a result of the fault, negligence, error, or omission of the **Consultant**, without prejudice to other legal remedies available to the **NPC**.
- The **NPC** shall not, in any circumstance, be liable to the **Consultant** for any indirect or consequential loss from any cause, such as, but not limited to, loss of anticipated profits, goodwill, reputation, or losses or expenses resulting from third-party claims. The **Consultant** shall assume all responsibilities and obligations for personal safety.
- 13. Breach of Contract** In case there is a breach of this Contract, the **Consultant** shall pay liquidated damages amounting to at least equal to one-tenth one percent (0.001) of the cost of the unperformed portion for every day of delay. In the event that the amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **NPC** may rescind or terminate the contract, without prejudice to other courses of action and remedies, in accordance with R.A. 9184, its *IRR* and other relevant issuances.
- 14. Insurance** The **Consultant** shall be responsible for taking out any appropriate insurance coverage for goods, works, or services rendered to the **NPC** and for informing the **NPC** of such insurance.
- 15. Assignment** The **Consultant** shall not assign or delegate this Contract or its rights or obligations.
- 16. Law Governing Contract and Language** The Contract shall be governed by the laws of the Philippines. The language of the Contract shall be English. The implementation of this Contract shall be subject to the R.A 9184) its *IRR*, and other relevant issuances of the Government Procurement Policy Board.
- 17. 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. If best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, in accordance with the rules provided in the *Alternative Dispute Resolution Act of 2004 (R.A 9285)*
- 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.
- 18. Amendments** No modification, amendment, or supplement to this Contract shall be effective for any purpose, unless the same is in writing, signed, and agreed to by both **Parties**.
- 19. Relationship** This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between the **Parties**. It is specifically understood that the **Consultant** is an independent contractor and shall not be considered as an employee of **NPC**. As such, the **Consultant** shall not be entitled to other benefits and emoluments normally accorded to regular officers and staff of the **NPC**.

CONTRACT NO.: 2024-112-0019

ACKNOWLEDGMENT

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

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

NAME	Competent Proof of Identity	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 eight (8) 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 _____ day of 03 DEC 2024, 2024 at Muntinlupa City, Philippines

Doc. No.: 31
Page No.: 8
Book No.: 2
Series of 2024.

ATTY. ANNABEL F. HERNANDEZ
Attorney-at-Law
Notary Public for Muntinlupa City
NC 23-061 until December 31, 2024
Roll of Attorneys No. 77961
PTR No. 10521505 / January 03, 2024 / Muntinlupa City
IBP No. 402464 / January 04, 2024 / PPLM Chapter
Civic Prime Bldg. 2501 Civic Drive
Filinvest Alabang, Muntinlupa City

20. Separability If any term, condition, or part of the provisions contained in this Contract is found to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall be severed from the remaining provisions. The remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

21. 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. No other statements pertaining to the consultancy services herein provided, whether oral or written, express or implied, made by the **Parties** shall bind them. This Contract shall supersede any prior expressions of intent, understanding, or agreement, with respect to the subject matter hereof.

In implementing the transactions covered in this Contract and in dealing with each other, the **Parties** shall adhere to and be guided by the principles of fairness and equity at all times.

All notices pertaining to this Contract shall be addressed to the **Parties** herein indicated and sent to their respective addresses as herein provided.

IN WITNESS WHEREOF, the **Parties** hereunto affixed their signature on the date and in the place first above-written.

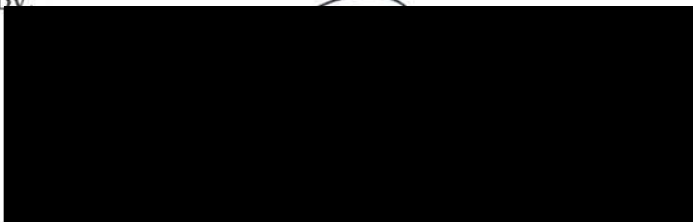
**NATIONAL PRIVACY
COMMISSION**

By:




ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


JOHANA CARLA T. GOMEZ
Accountant III

By:



Signed in the Presence of:


ATTY. IVIN RONALD D.M. ALZONA
 Signature over Printed Name

Signature over Printed Name

ACKNOWLEDGMENT

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

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

NAME	Competent Proof of Identity	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 eight (8) 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 ____ day of 03 DEC 2024, 2024 at Muntinlupa City, Philippines

Doc. No.: 91
Page No.: 8
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Series of 2024.

ATTY. ANNABEL F. HERNANDEZ
Attorney-at-Law
Notary Public for Muntinlupa City
NC 23-061 until December 31, 2024
Roll of Attorneys No. 77961
PTR No. 10521505 / January 03, 2024 / Muntinlupa City
IBP No. 402464 / January 04, 2024 / PPLM Chapter
Civic Prime Bldg. 2501 Civic Drive
Filinvest Alabang, Muntinlupa City

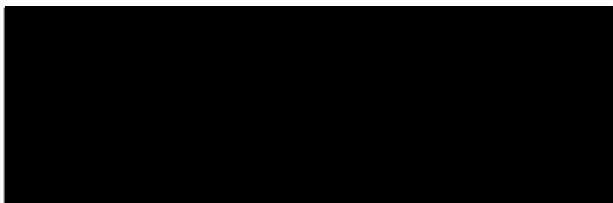


Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307




NOTICE TO PROCEED

Date Issued: 02 DEC 2024


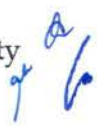


Dear 

Notice is hereby given to  for the commencement of the services as **CONSULTANT** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Consultancy 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 D. NAGA
Privacy Commissioner
Head of the Procuring Entity 

I acknowledge receipt of this notice on
Name of the Consultant
Signature of the Consul

03 DEC 2024

