



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION  
**BIDS AND AWARDS COMMITTEE**  
Resolution No. 055-2020, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF  
SERVICE OF A CONSULTANT FOR THE DEVELOPMENT AND PRODUCTION OF  
NPC HYMN AND NPC VIDEO FOR LUPANG HINIRANG**

---

**WHEREAS**, the National Privacy Commission (NPC), is the agency mandated to enforce data privacy protection;

**WHEREAS**, NPC is mandated to administer and implement the provisions of the Data Privacy Act of 2012 (DPA) and to monitor and ensure compliance of the country with international standards set for data protection;

**WHEREAS**, the management deemed it necessary to create an NPC hymn that is anchored on the principles and functional statements of the NPC to enhance awareness, serve as a tool for brand recognition, and provide a lasting and inspiring message that will stay with the NPC's stakeholders long after they first heard it;

**WHEREAS**, in order for the same to be accomplished, there is a need to procure the services of a consultant for the development and production of the NPC hymn and NPC video for Lupang Hinirang, the budget of which is under APP Item No. 03-2019-205 with an Approved Budget for the Contract (ABC) amounting to Php150,000.00;

**WHEREAS**, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 recognizes Small Value Procurement as a method of procuring services when the amount does not exceed Php1,000,000.00;

**WHEREAS**, the NPC Bids and Awards Committee (BAC) Secretariat posted the request for quotation (RFQ) in the Philippine Government Electronic Procurement System (PhilGEPS) website and on the NPC bulletin board. However, posting on the NPC website was not accomplished as the Public Information and Assistance Division (PIAD), the division assigned for the NPC website management, currently has limited access to the same in relation to the ongoing implementation of website security measures, restoration, and updating. Attached herein is the Memorandum from PIAD regarding the said matter as **ANNEX "A"**;

**WHEREAS**, RFQs were also sent to six (6) suppliers, but only one (1), Nicatto Events and Marketing Dynamics Corporation (NEMDC), submitted a quotation, as stated in the Abstract of Quotations (AOQs) herein attached as **ANNEX "B"**;

**WHEREAS**, evaluating the quotation submitted by NEMDC, it was determined that it passed the legal, technical, and financial requirements mandated by R.A. 9184 and its IRR;

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 to the Head of Procuring Entity (HoPE), for his consideration and approval, the award for the contract for the development and production of the NPC Hymn and NPC Video for Lupang Hinirang to **Nicatto Events and Marketing Dynamics Corporation (NEMDC)** with the single calculated and responsive quotation in the total amount of **One Hundred Fifty Thousand and 0/100 (Php 150,000.00)**.

RESOLVED this 15<sup>th</sup> day of October 2020, through video conference meeting.

ATTEST:

Sgd.  
**MR. ERWIN D. ESPENILLA**  
*Executive Assistant IV, OPC*  
*BAC Member*

Sgd.  
**ATTY. AURELLE DOMINIC E. NARAG**  
*Executive Assistant IV*  
*BAC Member*

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

Digitally signed by Ragsag Jonathan Rudolph Yandan  
Date: 2020.10.21 14:10:37 +08'00'

Mendoza Ma Josefina Eusebio  
**ATTY. MA. JOSEFINA E. MENDOZA**  
*OIC-Division Chief, Legal Division*  
*BAC Member*


Digitally signed by Mendoza Ma Josefina Eusebio  
Date: 2020.10.20 12:15:49 +08'00'

  
Digitally signed by Villasoto Ivy Grace Torres  
Date: 2020.10.20 23:30:09 +08'00'

**ATTY. IVY GRACE T. VILLASOTO**  
*OIC-Director, PPO*  
*BAC Vice Chairperson*

(on official business)  
**ATTY. MARIA THERESITA E. PATULA**  
*Director IV, LEO*  
*BAC Chairperson*

Approved:

  
**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner*  
*Head of the Procuring Entity*  
Date: **OCT 29 2020**



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

## NOTICE OF AWARD

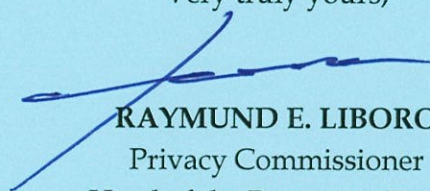
OCT 29 2020

**Ms. Catherine Nicole G. Tolentino**  
Authorized Representative  
Nicatto Events and Marketing Dynamics Corporation  
1405 Jollibee Center Condominium,  
San Miguel Avenue, Ortigas Center, Pasig

**Dear Ms. Tolentino:**

After undergoing the procurement process as mandated by R.A. 9184 and its Implementing Rules and Regulations (IRR) and determining that all eligibility requirements were complied with, please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 055-2020 series of 2020, the contract for the engagement of service of a consultant for the development and production of the NPC Hymn and NPC Video for Lupang Hinirang amounting to ONE HUNDRED FIFTY THOUSAND AND 0/100 PESOS (Php 150,000.00), VAT inclusive, is awarded to Nicatto Events and Marketing Dynamics Corporation, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

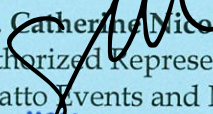
Very truly yours,



**RAYMUND E. LIBORO**  
Privacy Commissioner  
Head of the Procuring Entity

OCT 29 2020

Conforme:



**Ms. Catherine Nicole G. Tolentino**  
Authorized Representative  
Nicatto Events and Marketing Dynamics Corporation

Date: NOV 03 2020

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 1 / DEC 2020, in Metro Manila, Philippines, by and between:

**NICATTO EVENTS AND MARKETING DYNAMICS CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at 2017 The High Street South Corporate Plaza Tower 1, 9<sup>th</sup> Avenue corner 26<sup>th</sup> Street, Bonifacio Global City, Fort Bonifacio, Taguig City, 1630 Metro Manila represented by its President, **CATHERINE NICOLE TOLENTINO**, herein called the "SUPPLIER";

- and -

**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 5<sup>th</sup> Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner **RAYMUND ENRIQUEZ LIBORO**, hereinafter referred to as "CLIENT",

**WHEREAS**, the CLIENT has expressed their requirement for the development and production of the NPC Hymn and NPC video for the National Anthem, *Lupang Hinirang*, through the Philippine Government Electronic Procurement System (PhilGEPS);

**WHEREAS** the SUPPLIER has participated in the bidding process of a Small Value Procurement for the abovementioned service by submitting a quotation and other pertinent documents;

**WHEREAS**, the CLIENT has awarded above-mentioned project to the SUPPLIER and has confirmed award amounting to ONE HUNDRED FIFTY THOUSAND AND 0/100 PESOS (Php 150,000.00). A copy of the Notice of Award is hereto attached and made an integral part of this Agreement;

**WHEREAS**, the SUPPLIER will provide services set forth below and which are to be herein collectively referred to as the "ACTIVITIES";

**WHEREAS**, the SUPPLIER has presented itself to the CLIENT as having the knowledge, competence and skill which are necessary and indispensable in carrying out the ACTIVITIES set forth herein;

**NOW, THEREFORE**, the SUPPLIER and the CLIENT, in consideration of the mutual covenants hereinafter set forth agree as follows:

1. That the SUPPLIER agrees to render provision of overall project management of the following ACTIVITIES:



- a. Write and arrange original lyrics and music for NPC's official hymn;
  - b. Perform the vocals for the official hymn;
  - c. Accomplish technical work including sound recording, audio editing, and mixing stage in a recording studio;
  - d. Overall production of the hymn;
  - e. Perform the vocals for Lupang Hinirang and insert it as background music to NPC's video for the national anthem;
  - f. Provide as output a High-Quality audio recording in WAV, AIFF, ALAC, PCM or any uncompressed file format with sampling frequency rate of 48KHz up to 192 KHz and bit depth of 24-bit to 32-bit. With 2,500kbps bit rate and 160kbps audio bit rate; and
  - g. Delivery of final output shall be completed within 45 days of Purchase Order, unless a different date is specified by the CLIENT.
2. That in consideration of the foregoing ACTIVITIES, the CLIENT shall provide the following:
- a. All necessary collaterals related to the output such as NPC's official logo, among others;
  - b. Comments on all outputs with the resulting revised material to be submitted within a reasonable time as agreed upon by both parties;
  - c. Coordination and cooperation with the SUPPLIER on concerns related to the ACTIVITIES.
3. NPC, by written notice sent to the SUPPLIER, may terminate the contract, in whole or in part in accordance with Annex "I" of IRR of RA No. 9184. The notice of termination shall specify the cause of termination in accordance with Annex "I" of IRR of RA No. 9184, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective. NPC may also terminate the contract in case it is determined prima facie that the SUPPLIER has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

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

4. In the course of the undertaking between CLIENT and SERVICE PROVIDER, any data received by latter from the CLIENT shall be treated as confidential information, which may not be disclosed to any person without authority from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by SERVICE PROVIDER from the NPC, the processing of such, if any, shall comply with the provisions of the Philippine Data Privacy Act and its Implementing Rules and Regulations (IRR).

Handwritten signatures and initials in black ink on the right margin of the page. There are two distinct marks: one appears to be a signature or set of initials, and the other is a more scribbled mark.

5. In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the 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 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 others.


**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date and place above written.

**NICATTO EVENTS AND MARKETING  
DYNAMICS CORPORATION**

**NATIONAL PRIVACY COMMISSION**


By:

By:

  
\_\_\_\_\_  
**CATHERINE NICOLE TOLENTINO**  
President

  
\_\_\_\_\_  
**RAYMUND ENRIQUEZ LIBORO**  
Privacy Commissioner and Chairman

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**CZERINA GENE DELA CRUZ**  
Operations Manager

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of PASAY) Ss.

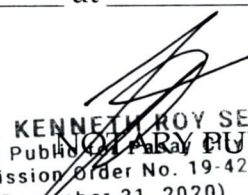
**BEFORE ME**, a Notary Public for and in the above jurisdiction on this 1 / DEC 2020  
personally appeared:

Name	Competent Proof of Identity	Date of Issue	Place of Issue
CATHERINE NICOLE TOLENTINO	EC8483661	05 AUG 2021	DFA MANILA
RAYMUND ENRIQUEZ LIBORO	PASSPORT : 50012461 #	10/29/2020	

Known to me to be the same persons who executed the foregoing Contract Agreement for the entities that they each represent and acknowledged to me that it is their free act and deed, consisting of only three (3) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

**WITNESS MY HAND AND SEAL** this 1 / DEC 2020 at \_\_\_\_\_,  
Philippines.

Doc. No. 342  
Page No. 70  
Book No. IV  
Series of 2020.

  
**ATTY. KENNETH ROY SENTILLAS**  
Notary Public for Pasay City  
Commission Order No. 19-42  
(Until December 31, 2020)  
Roll of Attorney's No. 66434  
IBP No. 120148 / 01-16-20 / Davao City  
PTR No. 7075044 / 01-23-20 / Pasay City  
MCLE Compliance VI-0006262 / 02-01-1  
5F Delegation Building, PICC,  
Roxas Boulevard, Pasay City