



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
Resolution No. 058-2020, Series of 2020

RECOMMENDING THE AWARD OF CONTRACT FOR THE ENGAGEMENT OF SERVICE OF A TRAINING PROVIDER FOR THE CONDUCT OF VIRTUAL TRAINING FOR NPC FAO PERSONNEL, FAO FOCAL PERSONS AND OTHERS CONCERNED

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, in order to effectively pursue its mandate, the management identified the need to conduct a series of virtual trainings for accounting standards to the Finance and Administrative Office (FAO) and other personnel, as specified in the Terms of Reference attached as Annex "A," necessitating the service of a training provider;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing in the Annual Procurement Plan (APP) under APP Item No. 2020-0169 with Small Value Procurement (SVP) as the mode of procurement and an Approved Budget for the Contract (ABC) amounting to Php520,000.00;

WHEREAS, four (4) suppliers were invited to submit quotations: Project Management Institute, Career Clinic and Enterprise Solutions, Inc., SGS Philippines, Inc. and Kathrina L. Sta. Maria but all failed to submit their quotations. The Request for Quotation (RFQ) was likewise posted in the PhilGEPS, NPC website and NPC-BAC Bulletin Board, however, only one entity, the Association of Government Internal Auditors, Incorporated (AGIA) submitted its quotation;

WHEREAS, the BAC members proceeded to evaluate the submitted bid and determined that AGIA passed the technical, legal and financial requirements mandated under Republic Act No. 9184 (R.A. 9184) otherwise known as the Government Procurement Reform Act, it being the single calculated and responsive quotation, at the bid price of Php520,000.00 and on terms that are most favorable to the government;

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 the Procuring Entity (HoPE), for his consideration and approval, the award of contract for a training provider for conduct of virtual training for NPC FAO personnel, FAO focal persons and others concerned to the Association of Government Internal Auditors,

Incorporated (AGIA), having the single calculated and responsive quotation in the total amount of **FIVE HUNDRED TWENTY THOUSAND AND 0/100 (Php520,000.00)**.

RESOLVED this 6th day of November 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

Rudolph Yandan

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Jonathan Rudolph Yandan
Date: 2020.11.11 14:27:02
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JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Mendoza Ma
Josefina Eusebio

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

Villasoto
Ivy Grace
Torres

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by Villasoto Ivy
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ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

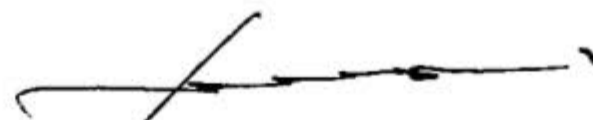
Patula Maria

Theresita Elnar

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

Approved:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 16 November 2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

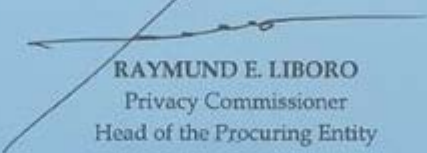
16 NOVEMBER 2020

Ms. Maureen A. Haduca
Association of Government Internal Auditors, Incorporated
Unit 402 Merchant Square Condominium,
1386 E. Rodriguez Sr. Ave. corner Mabolo Street,
New Manila, Quezon City

Dear Ms. Haduca:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 058-2020 series of 2020, the contract for Service of a Training Provider for the Conduct of FAO Virtual Training amounting to **FIVE HUNDRED TWENTY THOUSAND AND 0/100 (Php520,000.00)**, VAT inclusive, is awarded to the Association of Government Internal Auditors, Incorporated (AGIA), 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
16 NOVEMBER 2020

Conforme:


Ms. Maureen A. Haduca
Association of Government Internal Auditors, Incorporated
Date: 11/16/20

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 23 NOVEMBER 2020 by and between:

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, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner RAYMUND ENRIQUEZ LIBORO, hereinafter referred to as "NPC",

and

Association of Government Internal Auditors, Incorporated, office address Unit 402 Merchant Square Condominium, 1386 E. Rodriguez Sr. Ave. corner Mabolo St., New Manila, Quezon City and hereinafter referred to as the "Training Provider".

WHEREAS, NPC and the Training Provider shall hereafter be referred to collectively as the Parties;

WHEREAS, NPC is in need of a Training Provider to perform the functions detailed below;

WHEREAS, the Financial Planning and Management Division as end-unit has justified to the Bids and Awards Committee the engagement of such Training Provider as per existing laws and regulations;

WHEREAS, the Training 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 Training Provider's offer;

WHEREAS, on 16 November 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 058-2020, recommending the Award of Contract for Consultancy to *Association of Government Internal Auditors, Incorporated*;

WHEREAS, on 16 November 2020, the Head of the Procuring Entity issued the Notice of Award to *Association of Government Internal Auditors, Incorporated*;

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 Training Provider shall perform and provide any and all that is necessary to carry out the services necessary to complete the same. The details of the services, scope of work, duties and responsibilities, among others, appear in the attached Terms of Reference, herein attached as Annex "A", which forms an integral part hereof.

2. Term

The term of the contract shall commence from 23 November 2020 until 18 December 2020 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 RA No. 9184.)

In no instance shall the term of the contract be extended without undergoing the necessary procurement process as prescribed by RA NO. 9184.

The training shall follow the following schedule:

Topic	Time and Date
November 23-26, 2020 1:00pm to 5:00pm	Information System Audit Fundamental
December 7-10, 2020	Philippine Government Accounting Standards
December 15-18, 2020	Risk Management Training

3. Payment

A. Training Provider's Fee

As consideration for the full and faithful performance by the Training Provider of their obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Training Provider a total amount of FIVE HUNDRED TWENTY PESOS (Php520,000.00)

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 Training 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

Payment shall be based on actual billing in excess of 30 pax per training through Send-Bill Arrangement.

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

4. **Project Administration**

NPC designates Ms. Kristel B. Casiño, as the Representative responsible for the coordination of activities under the contract. The Concurrent OIC-Director, FAO shall be responsible for acceptance of the deliverables/Accomplishment Report submitted by the Training Provider prior to payment.

5. **Performance Standard**

The Training Provider undertakes to perform the services detailed in Annex "A," with the highest standards of professional and ethical competence and integrity.

6. **Confidentiality**

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

¹ Non-disclosure Agreement dated _____

8. Amendments

No modifications, amendments, or supplements to this Contract shall be effective for any purpose unless the same is in writing and signed by each party.

9. Suspension of Contract

NPC may, by written notice of suspension to the training provider, suspend all payments to the consultant if the training provider fails to perform any of its obligations due to its own fault or due to force majeure or other circumstances beyond the control of either party, provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Training Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Training Provider of such notice of suspension.

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

NPC, by written notice sent to the Training 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.

NPC may also terminate the contract in case it is determined prima facie that the Training Provider 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 Training 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 Training Provider prior to the delay; b) As a result of force majeure, the Training 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 Training Provider's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The Training

Provider fails to perform any other obligation under the contract.

The Training 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 Training 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 Training 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 Training Provider for NPC under the Contract shall exclusively belong to and remain the property of NPC.

**15. Training
Provider Not to
be Engaged in
Certain
Activities**

The Training Provider agrees that, during the term of this Contract and after its termination, the Training Provider and any entity/individual affiliated with the Training Provider, 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.

- 16. Insurance** The Training Provider will be responsible for taking out any appropriate insurance coverage.
- 17. Assignment** The Training 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:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner



MAUREEN A. HADUCA
AGIA, Inc.

Signed in the presence of:

Head Executive Assistant

ACKNOWLEDGEMENT

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
RAYMUND ENRIQUEZ LIBORO	500 12461 #	21 October 2019
MAUREEN A. HADUCA	33-3072248-2	

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 seven (7) pages including this page wherein this Acknowledgement is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of _____, 2020 at Pasay City, Philippines

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 2020.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 23 NOVEMBER 2020 in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by **Privacy Commissioner RAYMUND ENRIQUEZ LIBORO** hereinafter referred to as the "**NPC**"

and

Association of Government Internal Auditors,
Incorporated represented by MAUREEN A. HADUCA
hereinafter referred to as the "**Training Provider**"

The undersigned **Training 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 **Technical Facilitator** on the occasion of his employment/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 **Training Provider**
- c) Information that is known and possessed by the **Training Provider** prior to the disclosure to the **Training 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 **Training 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 **Training Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Training Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Training Provider** and the **NPC**, 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 **Training Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Training Provider** was given access even after the term, employment or contract has ended, as provided for in Section 12 of the Implementing Rules and Regulations of the Data Privacy Act of 2012.

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Training Provider** shall return to the NPC all data, information, documents, materials and other property, in relation to the employment with the NPC, which are in the possession, control and custody of the **Training Provider** and which are obtained during the **Training Provider's** term, employment or contract. The **Training Provider** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Training Provider** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Training 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 **Training 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 **Training Provider** accidentally makes an unauthorized disclosure of any confidential information, the **Training 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 **Training 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 **Training Provider /S** of the NPC and cooperate in protecting the confidential information and imposing sanctions on the **Training Provider /S** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Training 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 **Training Provider**.

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

This Agreement will automatically terminate on the date of cessation of employment from or contract with the NPC of the **Training Provider**. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

8. 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.

9. 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.

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.


RAYMUND ENRIQUEZ LIBORO

PRIVACY COMMISSIONER
National Privacy Commission


MAUREEN A. HADUCA
TRAINING PROVIDER

Signed in the presence of:

Witness

Witness

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
RAYMUND ENRIQUEZ LIBORO	S0012461A	25 OCTOBER 2017/ MANILA
MAUREEN A. HADUCA		

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. _____
Page No. _____
Book No. _____
Series of _____