



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION  
BIDS AND AWARDS COMMITTEE  
BAC Resolution No. 027, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT FOR THE ENGAGEMENT OF A  
HIGHLY TECHNICAL CONSULTANT FOR GENDER AND DEVELOPMENT PROGRAM**

**WHEREAS**, the National Privacy Commission (NPC) is one of the government agencies mandated to formulate, implement, monitor and evaluate Gender and Development (GAD) plans;

**WHEREAS**, in compliance to the GAD plan, NPC, through its GAD Technical Working Group, identified the need to engage a GAD Advisor for a period of six (6) months as approved in its CY 2020 Annual Procurement Plan (APP) under APP Item Number 2020-0136 with an approved budget of Two Hundred Thirteen Thousand and 0/100 Pesos (Php213,000.00);

**WHEREAS**, the procurement is hinged on Section 53 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as Government Procurement Reform Act, providing for the engagement of individual consultants to do work that is highly technical or proprietary for no more than six (6) months through Negotiated Procurement;

**WHEREAS**, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to *Jemelle Zamora-Milanes* on 09 June 2020;

**WHEREAS**, after evaluation of the qualifications of *Ms. Milanes*, the NPC-BAC determined that she fully qualifies as a Highly Technical Consultant for Gender and Development Program to perform the functions as identified in the Terms of Reference herein attached as "ANNEX A";

**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 engagement of a Highly Technical Consultant for Gender and Development Program in the total amount of Two Hundred Thirteen Thousand and 0/100 Pesos (Php213,000.00) to *Ms. Milanes*


**RESOLVED** this 11 June 2020, through videoconference meeting.

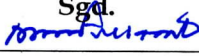
**ATTEST:**


\_\_\_\_\_  
**ATTY. ERLAINE VANESSA D. LUMANOG**  
Attorney IV, PRD, PPO  
BAC Member

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


*Sgd.*  
  
\_\_\_\_\_  
**JONATHAN RUDOLPH Y. RAGSAG**  
*OIC-CHIEF, DSTSD*  
*BAC Member*

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

*Sgd.*  
  
\_\_\_\_\_  
**MARIA DELIA S. PRESQUITO**  
*OIC-Director, FAO*  
*BAC Vice Chairperson*

*Sgd.*  
  
\_\_\_\_\_  
**ATTY. JOHN HENRY D. NAGA**  
*Deputy Privacy Commissioner*  
*BAC Chairperson*

**Approved:**

  
\_\_\_\_\_  
**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner*  
*Head of the Procuring Entity*  
Date: JUN 24 2020





Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

## NOTICE OF AWARD

Date Issued: JUN 24 2020

**Ms. JEMELLE ZAMORA-MILANES**

Gender Consultant

Gender and Development Management Consultancy Services

18-B JP Laurel St., TS Cruz Subdivision,

Novaliches, Quezon City

*Jamil*  
Dear **Ms. Milanese:**  
*mlt*

Please be advised that upon the recommendation of the National Privacy Commission- Bids and Awards Committee, the contract for the procurement of GAD Technical Consultant amounting to TWO HUNDRED THIRTEEN THOUSAND PESOS ONLY (Php213,000.00), VAT inclusive, is awarded to MS. JEMMELE ZAMORA-MILANES, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

*[Signature]*  
**RAYMUND E. LIBORO**

Privacy Commissioner  
Head of the Procuring Entity

Conforme:

*Jamil*  
**Ms. Jemelle Zamora-Milanes**

Gender Consultant

Date: 6/26/2020



## CONSULTANCY CONTRACT

### KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 03 July 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 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 "NPC",

and

*Jemelle Zamora-Milanes*, Filipino, of legal age, residing at 18-B JP Laurel St., TS Cruz Subdivision, Novaliches, Quezon City 1117 Philippines, and hereinafter referred to as the "Consultant".

**WHEREAS**, NPC and the Consultant shall hereafter be referred to collectively as the Parties;

**WHEREAS**, NPC is in need of a Highly Technical Consultant for GAD Program to perform the functions detailed below;

**WHEREAS**, the GAD-FPS as end-user has justified to the Bids and Awards Committee the engagement of such Consultant as per existing laws and regulations;

**WHEREAS**, the Consultant, representing herself 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 Consultant's offer;

**WHEREAS**, on 24 June 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 027, Recommending the Award of Contract for Consultancy to Ms. Jemelle Zamora-Milanes<sup>1</sup>;

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<sup>1</sup> NPC-BAC Resolution No. 027 dated 24 June 2020

*Jemelle*

**WHEREAS**, on 24 June 2020, the Head of the Procuring Entity issued the Notice of Award to Ms. Jemelle Zamora-Milanes<sup>2</sup>;

**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 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 3 July 2020 until 31 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 N0. 9184.

**3. Payment**

**A. Consultant's Fee**

As consideration for the full and faithful performance by the Consultant of her obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Consultant a total amount of Two Hundred Thirteen Thousand Pesos (Php213,000.00) 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 Consultant. It shall be deemed inclusive of

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<sup>2</sup> Notice of Award dated 24 June 2020

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 made in Philippine Pesos in two (2) equals payments, upon submission the following documents:

1. 50% upon acceptance of:
  - 1.1 Outputs on planned activities in CY 2020 GAD Plan & Budget and assessment review reports of existing NPC GAD-related activities;
  - 1.2 CY2021 GAD Plan and Budget;
  - 1.3 Organizational Gender Audit Report (GMEF)
  
2. 50% upon acceptance of:
  - 2.1 Gender Mainstreaming Policy;
  - 2.2 GAD Strategic Framework and Plan.

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

#### 4. Project Administration

NPC designates **Maria Delia Presquito**, Chairperson, NPC GFPS - TWG, as the Representative responsible for the coordination of activities under the contract. The same shall be responsible for acceptance of the deliverables/Accomplishment Report submitted by the Consultant prior to payment.

#### 5. Performance Standard

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

#### 6. Confidentiality

The Consultant 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 Consultant, which the Consultant 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.

*Gender*



The Consultant shall sign a Non-Disclosure Agreement and shall form part of this contract.<sup>3</sup>

**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 consultant, suspend all payments to the consultant if the consultant 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant 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 Consultant, 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 Consultant 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 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 the NPC pursuant to a request made by the Consultant prior to the delay; b) As a result of force majeure, the Consultant is unable to deliver

<sup>3</sup> Non-disclosure Agreement dated \_\_\_\_\_

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 c) The Consultant fails to perform any other obligation under the contract.

The Consultant 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 Consultant's notice specifying such breach.

Termination of contract encompasses all causes and grounds provided under RA No. 9184.

- 11. Ownership of Material** All plans, studies, reports or other materials prepared by the Consultant for NPC under the Contract shall exclusively belong to and remain the property of NPC.
- 12. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity/individual affiliated with 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.
- 13. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 14. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it.
- 15. 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.
- 16. 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.

*Smile*



NATIONAL PRIVACY COMMISSION:

  
RAYMUND ENRIQUEZ LIBORO  
Privacy Commissioner

  
JEMELLE ZAMORA-MILANES  
Consultant

Signed in the presence of:

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	<i>RAYMUND</i> 500124614	
JEMELLE ZAMORA-MILANES	<i>GSIS</i> 9560842991012	

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 six (6) pages including this page wherein this Acknowledgement is written and is signed by the parties' instrumental witnesses on each and every page hereof.

03 JUL 2020

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

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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. 120145 / 01-16-20 / Davao City  
PTR No. 7075044 / 01-23-20 / Pasay City  
MCLE Compliance VI-0006262 / 02-01-18  
5F Delegation Building, PICC,  
Roxas Boulevard, Pasay City



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on **3 JULY 2020** in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by **Privacy Commissioner Raymund E. Liboro** hereinafter referred to as the "**NPC**"

and

**JEMELLE ZAMORA MILANES**, hereinafter referred to as the "**CONSULTANT**"

The undersigned **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**;
- c) Information that is known and possessed by the **CONSULTANT** prior to the disclosure to the **CONSULTANT** 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 **CONSULTANT**, 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 **CONSULTANT** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **CONSULTANT** 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 **CONSULTANT** shall maintain the duty of professional secrecy with regard to confidential information to which the **CONSULTANT** 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.

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 **CONSULTANT** 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.

*Smile*



### **3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY**

The **CONSULTANT** 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 **CONSULTANT** and which are obtained during the **CONSULTANT's** term, employment or contract. The **CONSULTANT** shall not retain copies or duplicates of the abovementioned property.

### **4. NOTICE OF DISCLOSURE**

In the event that the **CONSULTANT** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **CONSULTANT** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **CONSULTANT** 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 **CONSULTANT** accidentally makes an unauthorized disclosure of any confidential information, the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT/S** of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **CONSULTANT/S** responsible for the breach.

### **5. REMEDIES FOR VIOLATION OF AGREEMENT**

The **CONSULTANT** 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 **CONSULTANT**.

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

*Smile*




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.

  
**RAYMUND ENRIQUEZ LIBORO**  
PRIVACY COMMISSIONER  
National Privacy Commission

  
**JEMELLE ZAMORA MILANES**  
CONSULTANT  
Gender and Development

Signed in the presence of:

  
**ATTY. JOHN HENRY D. NAGA**  
Witness

  
**MARIA DELIA S. PRESQUITO**  
Witness

#### ACKNOWLEDGMENT

Republic of the Philippines)  
Pasay City )

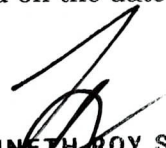
**BEFORE ME**, a Notary Public for and in Pasay City on 03 JUL 2020, personally appeared the following persons with their government-issued identification cards, to wit:

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO	S0012461A	25 OCTOBER 2017/ MANILA
JEMELLE ZAMORA MILANES	6515 956 084711 012	

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.

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Page No. 2  
Book No. 4  
Series of 101

  
**ATTY. KENNETH ROY SERTILLAS**  
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 / 02-01-18  
5F Delegation Building, PiCC,  
Roxas Boulevard, Pasay City