



Republic of the Philippines
Department of Information and Communications Technology
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 038-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR THE ENGAGEMENT OF A
TECHNICAL CONSULTANT-WRITER**

WHEREAS, the National Privacy Commission (NPC), is a government entity mandated to implement Republic Act (R.A.) No. 10173 or the "Data Privacy Act of 2012" and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, in compliance with NPC'S mandate, the Commission identified the need to engage a Technical Consultant-Writer for a period of six (6) months commencing from the date of receipt of the Notice to Proceed;

WHEREAS, the Technical Consultant-Writer shall undertake the functions indicated in the Terms of Reference herein attached as Annex "A";

WHEREAS, said procurement is reflected and has been approved in the Commission's CY 2021 Annual Procurement Plan (APP) under APP Item Number 2021-0108 with an Approved Budget for the Contract (ABC) amounting to Three Hundred Thousand and 0/100 Pesos (Php300,000.00);

WHEREAS, the procurement is hinged on Sec. 53.7 of the Revised 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 for no more than six (6) months to do work that is highly technical or proprietary;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to *Mr. Juan V. Sarmiento* on 25 March 2021;

WHEREAS, after evaluation of the qualifications and documentary submissions of *Mr. Juan V. Sarmiento*, the NPC-BAC determined that he fully qualifies as a Highly Technical Consultant to perform said functions indicated in 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 Technical Consultant-Writer in the total amount of **Three Hundred Thousand and 0/100 Pesos (Php300,000.00)** to **MR. JUAN V. SARMIENTO**, subject to the submission of original or certified true copies of the documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 16 April 2021, through videoconference meeting.

ATTEST:

SGD.
ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

SGD.
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member

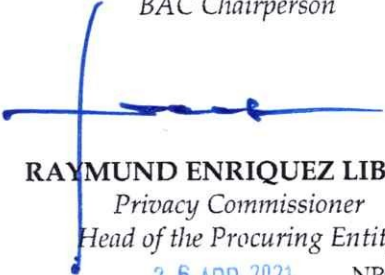
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JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Mendoza Ma
Josefina Eusebio
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Josefina Eusebio
Date: 2021.04.26 08:30:06 +08'00'
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member


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Villasoto Ivy Grace
Torres
Date: 2021.04.25
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ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

Patula Maria
Theresita Elnar
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Theresita Elnar
Date: 2021.04.22 14:28:40 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity

Reference No. 038-2021

26 APR 2021

NPC_BAC_RESO-V1.0, R0.0, 01 April 2021

Date: _____

Reference No. 038-2021

NPC_BAC_RESO-V1.0, R0.0, 01 April 2021



Republic of the Philippines
Department of Information and Communications Technology
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

26 APR 2021

Mr. Juan Sarmiento, Jr.



Dear Mr. Sarmiento:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 038-2021 series of 2021, the engagement of a Highly Technical Consultant for the Office of the Privacy Commissioner with contract amount of **THREE HUNDRED THOUSAND AND 0/100 (Php300,000.00)**, VAT inclusive, is hereby awarded to you, 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

26 APR 2021

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Conforme:

Mr. Juan Sarmiento, Jr.

Date: _____

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this May 12, 2021 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

Mr. Juan V. Sarmiento, Jr., Filipino, of legal age, residing at [REDACTED] and hereinafter referred to as the "Consultant".

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

WHEREAS, NPC needs a Highly Technical Consultant to perform the functions detailed below;

WHEREAS, the Office of the Privacy Commissioner as end-unit has justified to the Bids and Awards Committee the engagement of such Highly Technical Consultant as per existing laws and regulations;

WHEREAS, the Consultant, representing himself 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 26 April 2021, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 038-2021, Series of 2021, recommending the Award of Contract for Consultancy to Mr. Juan V. Sarmiento Jr.;

WHEREAS, on 26 April 2021, the Head of the Procuring Entity issued the Notice of Award to Mr. Juan V. Sarmiento Jr.;

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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 May 2021 until November 2021 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 R.A. No. 9184.)

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

3. Payment

A. Consultant's Fee

As consideration for the full and faithful performance by the Consultant of his 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 Three Hundred Thousand Pesos (Php300,000.00) 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 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 equal monthly payments, upon submission of the following documents:

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

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

- 4. **Project Administration** NPC designates Vandelft R. Idanan, as the Representative responsible for the coordination of activities under the contract. The Head of the Executive Assistant, Office of the Privacy Commissioner 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.

The Consultant shall sign a Non-Disclosure Agreement and shall form part of this contract.¹
- 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

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¹ Non-disclosure Agreement dated _____

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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 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.

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- 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 Consultant 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 Consultant for NPC under the Contract shall exclusively belong to and remain the property of NPC.
- 15. 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.
- 16. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 17. Assignment** The Consultant 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

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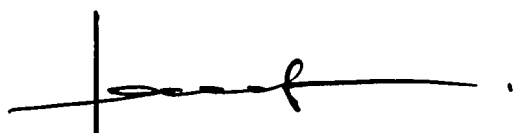
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between the terms of this Contract and all relevant Annexes, the terms of this Contract shall prevail.

NATIONAL PRIVACY COMMISSION:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner

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JUAN V. SARMIENTO JR.
Consultant

Signed in the presence of:


VANDEL R. IDANAN
Head Executive Assistant


MARILOU C. LEELIAN
OIC Director, FAO

ACKNOWLEDGEMENT

Republic of the Philippines)
 City of ~~Pasig~~ **MANILA**) 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	[REDACTED]	[REDACTED]
JUAN V. SARMIENTO JR.	[REDACTED]	[REDACTED]

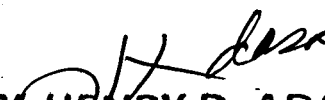
Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

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.

MAY 12 2021

WITNESS MY HAND AND SEAL, this _____ day of _____, 2021 at ~~Pasig~~ **MANILA** City, Philippines

Doc. No.: 337
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 Series of 2021.


ATTY. HENRY D. ADASA
 NOTARY PUBLIC CITY OF MANILA
 UNTIL DECEMBER 31, 2021
 NOTARIAL COMMISSION 2020-097 MLA
 ISP NO. 142153 - 01/04/2021, PASIG
 PTR NO. 9326148 - 01/05/2021 MLA
 ROLL NO. 29679, TIN: 172-828-620
 (12) MCLE COMPL. NO. VII-0000165
 MANILA, PHILIPPINES

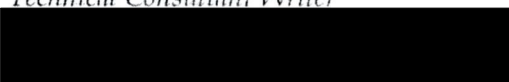


Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: MAY 12 2021

JUAN V. SARMIENTO JR.
Technical Consultant Writer




Dear Mr. **SARMIENTO**:

Notice is hereby given to **JUAN V. SARMIENTO JR.** for the commencement of the **Technical Consultant Writer** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached 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,


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity

I acknowledge receipt of this notice on May 12, 2021
Name of the authorized representative of the Bidder JUAN V. SARMIENTO JR.
Signature of the authorized representative JUAN V. SARMIENTO JR.

Ref No.: ADMIN-21-00304

NPC_DIT_NTP-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