



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No.128-2020, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT TO PHILIPPINE SURVEY AND
RESEARCH CENTER, INC. AS THE SINGLE CALCULATED AND RESPONSIVE
BIDDER FOR THE ENGAGEMENT OF SERVICE FOR THE CONDUCT OF
PRIVACY SURVEY**

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

WHEREAS, pursuant to its mandate to implement plans and policies to strengthen the protection of personal information in the country and to raise awareness to the same, NPC saw it fit to engage the services of a provider for the Conduct of Privacy Survey under APP Item No. 2020-0026 with an Approved Budget for the Contract (ABC) amounting to Php2,500,000.00;

WHEREAS, this item of procurement shall be under the mode of Competitive Bidding pursuant to Section 10 Rule IV of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 18 November 2020, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where it was discussed if this procurement item is in accordance with the PPMP, APP, AB and ISSP. The Terms of Reference (TOR), the completeness of the bidding documents, the criteria for eligibility screening and rating for the shortlisting of the eligible bidders, including weights and minimum score required, and actual number of consultant in the shortlist, were also discussed;

WHEREAS, on 19 November 2020, the Request for Expression of Interest (REI) was posted in the PhilGEPS and NPC website as well as the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations to observers were also sent in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, the NPC-BAC set the deadline of submission of the eligibility documents on 27 November 2020 at 9:00 a.m. where Social Weather Stations and Philippine Survey and Research Center, Inc. submitted their eligibility documents;

WHEREAS, on the same date, the NPC-BAC proceeded to open the bid submitted and conducted eligibility check in accordance with Section 24.4 of the RIRR of R.A. 9184 and it was determined that only Philippine Survey and Research Center, Inc. passed all the eligibility requirements and was then declared eligible;

WHEREAS, the NPC-BAC then proceeded to conduct the shortlisting in accordance with Section 24.5 of the RIRR of R.A. 9184 where Philippine Survey and Research Center, Inc. garnered an over-all rating of 88.25% which is above the passing rate of 70% and was then declared shortlisted;

WHEREAS, on 4 December 2020, the Pre-bid Conference was conducted where the prospective bidder clarified some items in the technical specifications. Thereafter, the NPC issued a Supplemental Bid Bulletin, a copy of which was furnished to the prospective bidder and published in the NPC website and bulletin board. However, the same was not posted in the PhilGEPS website due to the migration from PhilGEPS Alternative Posting Tool to the new portal (<https://notices.philgeps.gov.ph>). As per Advisory, the PhilGEPS Alternative Posting Tool (<https://notices.ps-philgeps.gov.ph/main/>) where the Request for Expression of Interest for this procurement item is posted, will only be accessible for search and view of the procurement opportunities and for the posting of awards posted from 1 November 2020 until 27 November 2020, the copy of the Advisory is attached herein as Annex "A";

WHEREAS, on 16 December 2020, prior to the deadline of submission of the bids set at 9:00 a.m., Philippine Survey and Research Center, Inc. submitted their bid. The NPC-BAC then proceeded to open the first envelope containing the technical components for the conduct of its preliminary examination where it was declared that the former passed all the technical documents required and was then endorsed for bid evaluation in accordance with Section 30 of the IRR of R.A. 9184;

WHEREAS, on 17 December 2020, the technical of Philippine Survey and Research Center, Inc. was evaluated based on the criteria and numerical weights as stated in the Bidding Documents, where it was given an overall rating of 80%;

WHEREAS, on 18 December 2020, the financial proposal envelope of Philippine Survey and Research Center, Inc. was opened and evaluated and the proposed bid price of Php 2,498,833.12 was recorded, being the sole bidder, its financial proposal was given a rate of 100%;

WHEREAS, using Quality-Cost Based Evaluation Procedure in accordance with Section 33.2.1 of the IRR of R.A. 9184, the technical and financial proposal was then rated at a weight ratio of 80% for the Technical Proposal and 20% for the Financial Proposal as provided in the Bidding Documents and upon computation of the ratings individually given by the members of the NPC-BAC, it was determined that the over-all rating obtained by Philippine Survey and Research Center, Inc. is 84%, passing the technical and financial requirements and making it the single rated bid, as shown in the Abstract of Bids attached as Annex "B", and was then endorsed and approved by the Head of the Procuring Entity, giving the NPC-BAC the authority to conduct negotiation;

WHEREAS, on 22 December 2020, the NPC-BAC, TWG, Secretariat and the End-user proceeded to negotiate with representatives of Philippine Survey and Research Center, Inc. and the discussions on issues raised and the agreements reached were then recorded in preparation of the drafting of the contract, after which, the technical and financial proposal were then endorsed to the BAC-TWG for post-qualification evaluation;

WHEREAS, on 28 December 2020, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, attached as Annex "C", and recommended the adoption of the same, noting the recommendations made therein by the BAC-TWG;

WHEREAS, noting no issues in the BAC-TWG Post-Qualification Report, it was moved and seconded to declare Philippine Survey and Research Center, Inc. as the single calculated and responsive bidder;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that the sole bidder, Philippine Survey and Research Center, Inc., be declared as the single calculated and responsive bidder and be recommended for the award of contract for the engagement of service for AVP Production and TV Ad Placement, with a bid price amounting to Php2,498,833.12;

RESOLVED this 28th day of December 2020, via videoconference meeting.

ATTEST:

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

On leave
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

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

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

Digitally signed by Mendoza Ma Josefina Eusebio
Date: 2021.01.06 13:51:00
+08'00'



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

Digitally signed by Villasoto Ivy Grace Torres
Date: 2021.01.05 15:46:35
+08'00'

Patula Maria
Theresita Elnar
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Digitally signed by Patula Maria Theresita Elnar
Date: 2021.01.05 15:17:12
+08'00'

Approved:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 28 JAN 2021



01-21, 2020

Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

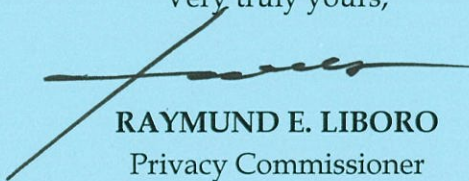
25 JAN 2021

Ms. Judith Rachel R. Mercado
Executive Director
Philippine Survey and Research Center, Inc.
10/F OMM-Citra Building, San Miguel Avenue,
Ortigas Center, Pasig City

Dear Ms. Mercado:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 128-2020 series of 2020, the contract for the procurement of services for the Conduct of Privacy Survey amounting to TWO MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-THREE AND 12/100 PESOS (Php 2,498,833.12), VAT inclusive, is awarded *Philippine Survey and Research Center, Inc.*, 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

25 JAN 2021

Conforme:

Ms. Judith Rachel R. Mercado
Executive Director
Philippine Survey and Research Center, Inc.
Date: _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this JUL 13 2021, in Metro Manila, Philippines, 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 (DPA), 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 **RAYMUND ENRIQUEZ LIBORO** (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

PHILIPPINE SURVEY AND RESEARCH CENTER, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 10/F OMM Citra Building, San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its Executive Director, **JUDITH RACHEL R. MERCADO**, and hereinafter referred to as the "CONSULTANT".

The NPC and the CONSULTANT shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

WHEREAS, NPC is a government agency mandated to ensure compliance of personal information controllers with the provisions of the DPA and promote a culture protective of the data privacy rights of persons;

WHEREAS, pursuant to its mandate to implement plans and policies to strengthen the protection of personal information in the country and raise awareness to the same, NPC saw it fit to engage the services of a provider for the conduct of privacy survey under APP Item No. 2020-026 with an approved budget for the contract (ABC) amounting to TWO MILLION FIVE HUNDRED PESOS (Php 2,500,000.00);

WHEREAS, this item was recommended for award thru Competitive Bidding pursuant to Section 10 Rule IV of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 14 January 2021 the NPC Accountant issued Certificate of Funds Available (CAF) amounting to Php2,500,000.00. A copy of the CAF is hereto attached as "ANNEX A" and made an integral part of this Agreement.

WHEREAS, on 17 December 2020, the technical proposal of the CONSULTANT was evaluated based on the criteria and numerical weights as stated in the Bidding Documents using Quality Cost Based Evaluation Procedure in accordance with Section 33.2.1 of the IRR of R.A. 9184;



WHEREAS, the CONSULTANT will provide services set forth below and in the Terms of Reference, which are to be herein collectively referred to as the "SERVICES";

WHEREAS, the CONSULTANT has presented itself to NPC as having the knowledge, competence and skill which are necessary and indispensable in carrying out the SERVICES set forth herein;

NOW, THEREFORE, the CONSULTANT and NPC, in consideration of the mutual covenants hereinafter set forth agree as follows:

1. Services

The CONSULTANT shall perform and provide any and all that is necessary to deliver the SERVICES specified in the Terms of Reference (TOR) within the timeline specified therein. A copy of the Terms of Reference is hereto attached as "ANNEX B" and made an integral part of this Agreement.

Specifically, the social research company would be expected to:

- Prepare workplan with activities, output and timeline approved by both parties;
- Prepare the survey design (including sample size determination);
- Help refine the survey instrument;
- Reproduce and administer the survey instrument;
- Supervise enumerators/ interviewers;
- Code and validate data;
- Process, analyze and interpret data;
- Prepare the survey report and submit to NPC;
- Prepare a summarized version of the report highlighting the key findings; and
- Present the results to the Commission and its officials.

2. Duration

The CONSULTANT shall deliver its obligations to NPC within the period stated below or any other period as may be subsequently decided by the parties through a written agreement. Delivery shall only be considered complete upon signing of the "Certificate of Acceptance of Output" by the NPC. The CONSULTANT shall remedy any defect in its deliverables or unsatisfactory work as found by the NPC within thirty (30) days from receipt of notice from NPC; otherwise, this Agreement shall be terminated without need for any further notification.

Contract signing and project briefing	July 2021
Questionnaire approval	August 31, 2021
Survey proper	September - October 2021
Report preparation and	November 2021



submission	
Report finalization and submission	December 15, 2021

3. Payment

As consideration for the full and faithful performance by the CONSULTANT of the 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 MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED THIRTY THREE AND 12/100 PESOS (Php 2,498,833.12) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

Payment shall be made in the following manner and conditions:

Tranche	Amount	Deliverable
1	15% or PHP _____	Upon signing of this Agreement and upon submission of workplan; to serve as advance payment for mobilization, subject to the posting of an irrevocable Standby letter of credit issued by an entity acceptable to the agency and of an amount equal to the advance payment
2	25% or PHP _____	Upon approval of the questionnaire
3	25% or PHP _____	Upon submission of topline report, primary data tables and Power Point presentation of the entire survey
4	35% or PHP _____	Upon submission of the final report

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.

Payment shall be made in Philippine Pesos in four (4) payments, upon submission of the following documents:

1. Accomplishment Report
2. Statement of Performance
3. Billing/Claim of Payment



4. Acceptance of Output

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

4. Project Administration

NPC designates the Chief of the Public Information and Assistance Division (PIAD) as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The CONSULTANT shall submit all deliverables and reports to the Chief of the PIAD which the latter should accept before processing of payment may commence.

5. Performance Standard

The CONSULTANT undertakes to perform the SERVICES with the highest standards of professional and ethical competence, and integrity.

The CONSULTANT likewise binds itself to follow the standards imposed by NPC in the delivery of the required services. In relation with this, the CONSULTANT shall provide a monthly report with the NPC to show progress of the SERVICES specified in this Agreement.

6. Confidentiality and Data Privacy

In the course of the undertaking between NPC and CONSULTANT, any data received by latter from the NPC 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 CONSULTANT from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

The CONSULTANT shall sign a Non-Disclosure Agreement which shall form part of this contract.

7. 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.

8. Suspension of Contract

NPC may, by written notice of suspension to the CONSULTANT, suspend this Agreement if the CONSULTANT fails to perform any of its obligations whether it be due to its own fault, force majeure or circumstances beyond the control of either party.

The CONSULTANT may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30)



days after receipt of such notice.

NPC may order the resumption of work if the ground for the suspension no longer exists and the continuation of the work is found practicable.

9. 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 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.

10. Relationship

This Agreement 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.

11. 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.

12. Ownership of Material

All articles, plans, studies, reports or other materials prepared by the CONSULTANT under this Agreement shall exclusively belong to and remain the property of NPC.

13. Engaging in Related Activities

The CONSULTANT agrees that, during the term of this Agreement and after its termination, the CONSULTANT and any entity or individual affiliated with it shall be disqualified from providing goods, works or services for any project resulting from or closely related to the herein services provided to NPC.

14. Insurance

The CONSULTANT shall be responsible for taking out any appropriate insurance coverage.

15. Assignment


The CONSULTANT shall not assign this Agreement or subcontract any portion of it without prior written consent from NPC.

16. Governing Law

This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.

17. Miscellaneous Provisions

The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral part of this Agreement.

In the event of conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail. 



**PHILIPPINE SURVEY AND
RESEARCH CENTER, INC.**

By:



JUDITH RACHEL R. MERCADO
Executive Director

**NATIONAL PRIVACY
COMMISSION**

By:




RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner



JENSEN JOY L. BALLICUD
Accountant II
National Privacy Commission

SIGNED IN THE PRESENCE OF:



KAREN MARIE M. GLIN
CHIEF, PIAO



ACKNOWLEDGMENT

Republic of the Philippines)
City of QUEZON CITY ss.

BEFORE ME, a Notary Public for and in the above jurisdiction on this JUL 13 2021 personally appeared:

Name	Competent Proof of Identity	Date of Issue	Place of Issue
JUDITH RACHEL R. MERCADO	[REDACTED]		
RAYMUND ENRIQUEZ LIBORO			

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 _____ (___) 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 JUL 13 2021 at QUEZON CITY, Philippines.

NOTARY PUBLIC

Doc. No. 282
Page No. 58
Book No. 32
Series of 2021

Concepcion B. Villarejo
ATTY. CONCEPCION B. VILLAREJO
Notary Public for Quezon City
Until December 31, 2021
PTR No. 0683154 / 1-4-2021 / QC
IBP No. 093587 / 10-27-2019 / QC
Roll No. 30457 / 05-09-00
MCLE VI-0030379 / 2-21-2020
Adm. Matter No. NP-001(2020-2021)
TIN NO. 131-942-754

Jm



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

**PROCUREMENT OF SERVICES TO CONDUCT
SURVEY FOR THE NATIONAL PRIVACY COMMISSION**
Terms of Reference

I. BACKGROUND

Republic Act No. 10173 or the Data Privacy Act of 2012 mandates the National Privacy Commission (NPC) to ensure compliance of personal information controllers with the provisions of the Act and promote a culture protective of the data privacy rights of persons, among others.¹

To help fulfill said mandates, the NPC commissioned a survey in 2017 to gather baseline data on the public's awareness, practices and perception with respect to data protection and privacy issues. This helped enable an evidence-based approach in formulating and enforcing policies, programs and projects on data privacy. The communication materials (posters, brochures, social media posts, press releases, etc.) developed under the NPC's Data Privacy Advocacy Program in 2017 were conceptualized in accordance with the findings of the survey, and designed in a manner that meets the "comfort-level" of the public both in online and offline spaces. The materials may be found on the NPC website, Facebook & Twitter pages. Some of the media write-ups on the survey include: <https://businessint.com.ph/2017/08/31/npc-survey-findings-philippines-value-data-privacy/>, and <https://www.nipph.com/naion/180627-data-privacy-rights-important-philippines-survey-npc/>.

Relevant survey results were also used in the presentations made by NPC officials and employees during Data Protection Officers' Assemblies, Briefings and other local & international events where NPC resource persons were invited to speak.

The results of the survey were also submitted to the Asia Pacific Privacy Authorities (APPA), for inclusion in the Community Attitude Surveys (https://www.appaforum.org/resources/common_practice.html#surveys). This is part of the Philippines' commitment as a member authority of APPA.

II. PURPOSE OF THE PROCUREMENT

To sustain the gains, the Public Information and Assistance Division is proposing the conduct of another survey for 2020. This will help the NPC continuously arrive at evidence-based policies, programs and projects, as well as help monitor the progress and impact of these undertakings. The survey is intended to be carried out by a social research firm through a full-research service that will cover data gathering, processing, analysis and report writing.

¹ Section 7, Republic Act 10173

5th Floor Delegation Building, Philippine International Convention Center (PICC) Complex, Pasay City 1307
URL: <http://npcc.gov.ph> Email Address: npcc@npcc.gov.ph

The Data Privacy Survey aims to measure:

- the level of public awareness of data privacy and the National Privacy Commission and its role;
- the extent to which the public is concerned with protecting their personal information;
- the level of public trust with public and private organizations in handling personal data; and
- the extent to which the public practices privacy-enhancing measures.

III. TECHNICAL SPECIFICATIONS

Specifically, the social research company would be expected to:

- Prepare workplan with activities, output and timeline approved by both parties;
- Prepare the survey design (including sample size determination);
- Help refine the survey instrument;
- Reproduce and administer the survey instrument;
- Supervise enumerators/interviewers;
- Code and validate data;
- Process, analyze and interpret data;
- Prepare the survey report and submit to NPC;
- Prepare a summarized version of the report highlighting the key findings; and
- Present the results to the Commission and its officials.

Implementation Timeline is subject to change and shall be based on the agreed scheduled workplan

Contract signing and project briefing	Aug or Sept
Questionnaire approval	October
Survey proper	Nov-Jan 2021
Report preparation and submission	Feb 2021
Report finalization and submission	March 2021

IV. MODE OF PROCUREMENT

The mode of procurement shall be Competitive bidding.

V. NATURE OF PROCUREMENT

Classified as "Services", the survey will aid the Commission to arrive at evidence-based policies, programs and projects as well as help monitor the impact of these undertakings.

VI. SOURCE OF FUNDS AND APPROVED BUDGET FOR THE CONTRACT (ABC)

Source of Fund: Maintenance and other operating expenses, NPC 2020 Annual Procurement Plan

The approved budget for the contract is two million and five hundred thousand pesos (Php 2,500,000.00) only.

VII. INSTRUCTIONS TO VENDORS/VENDORS' QUALIFICATIONS

The selected firm should have the following:

- Demonstrated experience in conducting nationwide surveys;
- Demonstrated research experience in data privacy or related fields;
- Qualified manpower to be assigned to project (at least five years of experience for managers/supervisors/statisticians and at least two years for interviewers and data handlers)

VIII. EVALUATION PROCESS

Evaluation of the service will be done through End-User acceptance and shall follow the specified payment terms indicated in section IX of this document.

IX. PAYMENT TERMS

Payment shall be made upon issuance of certification that the Service have been rendered or delivered in accordance with the signed contract and instructions set in the evaluation of service delivered, which have been duly inspected and accepted. Following is the terms of payment for each deliverable:

Tranche	Amount	Deliverable
1	15% or PHP 375,000	Upon signing of this Agreement and upon submission of workplan; to serve as advance payment for mobilization, subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equal to the advance payment*
2	25% or PHP 625,000	Upon approval of the questionnaire
3	25% or PHP 625,000	Upon submission of topline report, primary data tables and PowerPoint presentation of the entire survey
4	35% or PHP 875,000	Upon submission of the final report

*Progress payments reflect amount after deduction of Consultant's repayment of mobilization amount/advance payment


Prepared by:

(sgd) 
ROBELYN M. CRUZ
ITC II, DAD

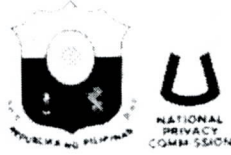
Reviewed by:

(sgd) 
ROREN MARIE M. CHIN
Chief, DAD

Approved by:

(sgd) 
VANELFT R. DACANAY
Head Executive Assistant



Ref No.: CAF2021-01-018(20)

Republic of the Philippines
NATIONAL PRIVACY COMMISSION
 5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila

CERTIFICATION OF AVAILABILITY OF FUNDS

This is to certify that funds are available to cover the payment for the **Conduct of Data Privacy Survey** with Approved Budget for the Contract (ABC) amounting to **Two Million Five Hundred Thousand Pesos Only (Php 2,500,000.00)** chargeable against **Survey Expenses (Operations-MOOE)**,), under FY 2020 Continuing Appropriations (RA 11520), programmed under the NPC FY 2020 APP - Continuing with Item No. 2020-0026.

This certificate is being issued upon the request of Public Information and Assistance Division (PIAD) for Procurement Activity purposes only, subject to the provisions of the Revised RA9184 and its IRR, GPPB Circulars and other applicable laws.

Issued this **14th day of January 2021** at 5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila.

Certified Funds Available:

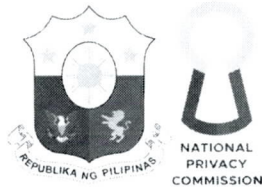
Sgd. *J. Lorenzo*
TEODULO C. LORENZO
 Accountant III

Sgd.-mge

References:

- FY 2020 Continuing Appropriations or RA 11520 signed/approved dated 29 December 2020
- BAC Minutes dated 28 December 2020 re: procurable items charged under FY 2020 Cont. Appro.
- Purchase Request No.: 2020-06-0048, Dated 14 January 2021(revised)

Jm



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on JUL 13 2021
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

MS. JUDITH RACHEL R. MERCADO 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.

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.

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.

AS

Jim

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

MS. JUDITH RACHEL R. MERCADO

CONSULTANT

Signed in the presence of:

ROREN

[Handwritten signature]
MARIE M. CHAN
CHIEF, PIAO

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)

Pasay City

QUEZON CITY

JUL 13 2021

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		
JUDITH RACHEL R. MERCADO		

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. 281
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Book No. 32
Series of 2021

[Handwritten signature]
ATTY. CONCEPCION F. VILLARENA
Notary Public for Quezon City
Until December 31, 2021
PTR No. 0683154 / 1-4-2021/ QC
IBP No. 093567 / 10-22-2019/ QC
Roll No. 30457 / 05-08-80
MCLE VI-0030379 / 2-21-2020
Adm. Matter No. NP-001(2020-2071)
TIN NO. 131-942-754



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 21 July 2021

JUDITH RACHEL R. MERCADO

Executive Director

Philippine Survey and Research Center Inc.

10/F OMM-Citra Building, San Miguel Avenue,

Ortigas Center, Pasig City

Dear Ms. **MERCADO**:

Notice is hereby given to **PHILIPPINE SURVEY AND RESEARCH CENTER INC.** for the commencement of the procurement of services for the **Conduct of Privacy Survey** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Memorandum of Agreement.

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.

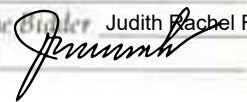
Very truly yours,


RAYMUND ENRIQUEZ LIBORO

Privacy Commissioner

I acknowledge receipt of this notice on July 21, 2021

Name of the authorized representative of the Bidder Judith Rachel R. Mercado

Signature of the authorized representative 

Ref No: ADMIN-21-00502

NPC_DIT_NTP-V1.0, R0.0, 05 May 2021