



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 50, Series of 2018

SUBJECT: RECOMMENDING THE AWARD OF CONTRACT FOR THE CERTIFIED NETWORK FORENSICS EXAMINER, TRAINING AND EXAMINATION (CNFE) TO WORLDTECH INFORMATION SOLUTIONS, INC. (WSI)

WHEREAS, the purchase request (PR) for the Certified Network Forensics Examiner Training and Examination (CNFE) was approved by the Head of Procuring Entity, with Complaints Investigation Division (CID) as the end-user, as per Purchase Request No. 2018-0103;

WHEREAS, the revised 2018 Annual Procurement Plan (APP) of NPC-CID includes an allocation for the services of a Certified Forensics Examiner, Training and Examination amounting to Php485,000.00 with the mode of procurement as Negotiated Procurement (Scientific, Scholarly, or Artistic Work, Exclusive Technology and Media Services.);


WHEREAS, Section 53.6 (b) of Republic Act No. 9184 (RA 9184) and its 2016 Revised Implementing Rules and Regulations (IRR) recognizes the use of Negotiated Procurement as a method of procurement of Consulting Services which can be contracted to a particular supplier, contractor or consultant and as determined by the HoPE, for scientific, academic scholarly work or research, or legal services;

WHEREAS, the end-user submitted the PR together with the Scope of Work, and Market Research for the aforementioned items, providing legal reference as required under RA 9184;

WHEREAS, based on the available information/documents submitted and the results of the quotation sent by WSI, a copy of which is attached hereto as Annex "A", the NPC BAC determined that WSI is the exclusive provider in the Philippines for the requested services and that the bid price in the amount of FOUR HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED NINETY-FOUR PESOS AND FORTY CENTAVOS ONLY (Php481,594.40) is within the approved budget;

NOW, THEREFORE, for and for consideration of the foregoing, **WE**, the members of the NPC bids and Awards Committee, hereby **RESOLVED**, to recommend the award of contract for the Certified Network Forensics Examiner, with Training and Examination to "WORLDTECH INFORMATION SOLUTIONS, INC." in the total amount of Php481,594.40;


RESOLVED this 2nd day of August 2018, at the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307



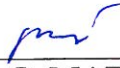
MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member

JOY M. LAZCANO
Planning Officer, FPMD
BAC Member


ATTY. JANICE G. NADAL
OIC-Chief, LD
BAC Member




MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member



BELMA G. MARTINEZ
OIC Director, FAO
BAC Member




MARIA DELIA S. PRESQUITO
Chief, ASD
BAC Vice-Chairman



ATTY. GILBERT V. SANTOS
Director, LEO
BAC Chairman

Approved by:



RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER and
CHAIRMAN
Head of the Procuring Entity

TRAINING SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The **National Privacy Commission**, a national government agency created by virtue of Republic Act No. 10174 or the Data Privacy Act of 2012, with office address at 5th Floor, Ang Kiukok Hall (East Banquet), Delegation Building, PICC Complex, Roxas Boulevard, Pasay City 1307, herein represented by its Privacy Commissioner and Chairman, RAYMUND ENRIQUEZ LIBORO, and hereinafter referred to as "NPC";

And,

WORLDTECH INFORMATION SOLUTIONS INC., a corporation duly organized under the laws of the Philippines, with office address at One Beatriz Tower, Lauan Street, Project 3, Cubao, Quezon City, herein represented by Chief Executive Officer, ROBERT L. ARQUIZA, hereinafter referred to as "WORLDTECH";

NPC and WORLDTECH shall hereinafter be collectively referred to as the "Parties".

WITNESS - That:

WHEREAS, pursuant to the Data Privacy Act, it is the mandate of the NPC to monitor and ensure compliance by the country with the provisions of said Act and international standards set for data protection, for which it aims to be the authority and knowledge center on data privacy and data protection;

WHEREAS, in order to perform its mandate, the NPC needs the services of a training and exam provider for Certified Network Forensics Examiner (CNFE) for the capacity building of its officials and employees in the fields of data privacy and data protection;

WHEREAS, the CNFE certification equips the end-user and its participants to gain network forensic skill sets in monitoring and analyzing network traffic focusing on information gathering, intrusion detection and handling of this volatile data as legal evidence. This is necessary to obtain and preserve evidence that may be collected in CID investigations, for trial purposes, if need be, using scientifically proven techniques;

WHEREAS, the NPC published the terms of reference for its need for the services of a training and exam provider for CNFE and posted the same in the Philippine Government Electronic Procurement System (PhilGEPS) website, NPC website, and NPC bulletin continuously for three (3) days;

WHEREAS, WORLDTECH warrants that it has the authority, license, competence, resources, manpower and qualifications as a training and exam provider for CNFE, and;

WHEREAS, WORLDTECH submitted its Quotation for its CNFE training course and exam package dated **July 5, 2018** for the consideration of NPC.

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and the stipulations hereinafter provided the Parties hereto agree as follows:

1. SERVICE TO BE PROVIDED

- 1.1 In view of its representations that it has authority, license, competence, resources, manpower and qualifications to train, adequately prepare, and provide the exam for CNFE for NPC's personnel, NPC accepts WORLDTECH's offer as contained in its Quotation dated **August 2, 2018** (attached hereto as **Annex A**), the terms and conditions of which shall form an integral and binding part of this Training Services Agreement.
- 1.2 WORLDTECH agrees and hereby binds itself to conduct its CNFE training course and exam package for FOUR (4) NPC officers and personnel to be designated by the latter in writing and submitted to WORLDTECH at least **THREE (3) DAYS** prior to the conduct of the first day of formal training.
- 1.3 WORLDTECH binds itself to provide the CNFE training course and exam, which includes the following specifications;

- ii. Certified Network Forensics Examiner Examinations under Mile2 MACS with complete facilities (laboratory, computer, proctor, etc.)
- iii. Service Providers Certification
- iv. Course Outline
- v. Training materials
 - a. E-book for workbook and laboratory guide
 - b. Examination prep questions and guide
 - c. Videos (online)
 - d. Certification examination
- vi. Software tools and utilities
- vii. Certificate of completion

1.4 WORLDTECH shall conduct the Orientation/Assessment/Briefing on or before the end of July 2018 and the Parties agree that the CNFE training course and exam package shall be completed before the end of August 2018.

2. PAYMENT

2.1 NPC agrees to pay WORLDTECH as Training Fee the amount of FOUR HUNDRED EITGHY-ONE THOUSAND FIVE HUNDRED NINETY-FOUR PESOS AND FORTY CENTAVOS ONLY (Php481,594.40) for FOUR (4) participants, upon completion of the training as evidenced by certificates of completion provided by WORLDTECH to NPC personnel (Annex D).

3. VENUE

The CNFE training course and exam shall be conducted in Metro Manila, Philippines, the costs for the venue shall be for the account of NPC.

4. AMENDMENTS

Either party may request changes to this Contract. Any changes, modifications, revisions or amendments to this Contract shall be mutually agreed upon by the Parties to this Agreement in writing and signed by the Parties.

5. GOVERNING LAW

This Agreement shall be governed by and construed according to Philippine laws.

6. ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, the Parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In the event that the Parties cannot, by exercise of their best efforts to resolve the dispute or difference, they shall submit their dispute or difference for alternative modes of dispute resolution, including arbitration, in accordance with the rules provided in Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Law".

7. VENUE OF ACTIONS

That in case of suit, the venue shall be the courts of competent jurisdiction in Pasay City to the exclusion of all other courts, subject to prior resort to alternative dispute resolution under Republic Act No. 9285.

8. EFFECTIVITY AND DURATION

The Contract shall be effective upon the day and date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect unless otherwise terminated by either party for a good cause.

of _____ 2018 at AUG 03 2018 City, CITY OF PASAY

NATIONAL PRIVACY COMMISSION

WORLDTECH INFORMATION SOLUTIONS, INC.

By:

By:

[Signature]

[Signature]

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman

ROBERT L. ARQUIZA
Chief Executive Officer

SIGNED IN THE PRESENCE OF:

[Signature]
IVY GRACE BOQUILA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY) SS

BEFORE ME, a Notary Public for and in CITY OF PASAY City personally appeared the following:

Name	Passport/Driver's License No.	Date/Place Issued	Expiry Date
RAYMUND ENRIQUEZ LIBORO			
ROBERT L. ARQUIZA	EC 378 1498	Cebu/March 25, 2018	March 24, 2020

Known to me to me known to be the same the same persons who executed the foregoing TRAINING SERVICES AGREEMENT, consisting of THREE (3) pages, including this page wherein the Acknowledgement is written, and signed at the left margin of each and every page by Parties' duly authorized representatives, who acknowledged to me that the same is their free and voluntary act and deed and the entities represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this AUG 03 2018 day of _____ 20 ____.

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Book No. _____
Series of 2018

NOTARY PUBLIC
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2018
NOTARIAL COMMISSION 17-23
KNIGHT OF RIZAL BLDG.,
GROUND FLOOR BESIDE PASAY CITY HALL
BR. NO. 072015 / 01/03/2018 PASIG
PTR. NO. 5826397 / 01/03/2018 P.C.
MCLE COMPLIANCE NO. VI-0002830 - 4/14/2022
ROLL OF ATTORNEYS NO. 29679
TIN: 172-528-620-000



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

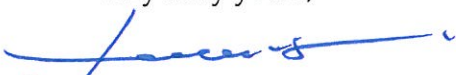
Date Issued: August 2, 2018


Ms. Ivy Grace R. Doquila
Business Development Officer
Worldtech Information Solutions, Inc.
One Beatriz Tower, Luan St.,
Aurora Blvd. Quezon City, Philippines

Dear Ms. Doquila:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contracting of the services of a Certified Network Forensics Examiner Training and Examination (CNFE), with Training and Examination amounting to FOUR HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED NINETY-FOUR PESOS AND FORTY CENTAVOS ONLY (Php481,594.40), VAT inclusive, is awarded to WORLDTECH INFORMATION SOLUTIONS, INC., consistent with Republic Act No. 9184 and its Implementing Rules and Regulations.

Very truly yours,


RAYMUND E. LIBORO
Privacy Commissioner and Chairman

Conforme. 
Ms. Ivy Grace R. Doquila
Worldtech Information Solutions, Inc.
Date: August 2, 2018