



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 032-2022, Series of 2022

RECOMMENDING THE AWARD FOR THE PROCUREMENT OF
CONSULTANCY SERVICES - TECHNICAL CONSULTANT

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to administer and implement Republic Act 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 order to efficiently fulfill its mandate, the NPC is authorized to establish a Secretariat, which shall assist in the performance of its functions. The Secretariat shall be headed by an Executive Director and shall organized according to the following offices: a) Data Security and Compliance Office; b) Legal and Enforcement Office; c) Finance and Administrative Office; d) Privacy Policy Office; and e) Public Information and Assistance Office.¹

WHEREAS, the OED assists in the implementation of the programs, projects and activities of the Commission through administrative oversight, develops and implements the NPC's quality management system, reviews the recommendations of the NPC Offices and Divisions directly reporting to the OED, and monitors all NPC programs, projects and activities;

WHEREAS, in addition to the aforementioned core functions, the ED is likewise designated as the NPC's Data Protection Officer and exercises oversight of the Data Protection Officer Accountability Compliance and Ethics Program (Phil-DPO) of the NPC;

WHEREAS, the ED is concurrently the NPC's Information Systems Planner, the Chairperson of the Interim Management Systems Unit, and the Freedom of Information (FOI) Decision Maker of the NPC;

WHEREAS, in light of these technical functions of the OED specifically in the fields of organizational management, capacity-building, freedom of information decision making, privacy compliance, and cybersecurity, the NPC has determined the need for a technical consultant who shall assist the OED in the conduct of its functions by providing technical knowledge, expertise and experience through research, opinions, reports and advice in operational, organizational, legal and technical aspects of the NPC's day-to-day operations;

WHEREAS, the technical consultant will perform the tasks indicated in the Terms of Reference herein attached as Annex "A";

¹ Section 14, Implementing Rules and Regulations of the Data Privacy Act of 2012

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: 032-2022

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

WHEREAS, said procurement is reflected in the NPC's 2021 Continuing Annual Procurement Plan (APP) under APP Item No. 2021-0215 (Consultancy Services - Technical Consultant) with an Approved Budget for the Contract of Php 600,000.00 for a six-month period;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation to Atty. Aurelle Dominic E. Narag on 6 May 2022;

WHEREAS, after evaluation of the qualifications and documentary submissions of Atty. Aurelle Dominic Narag, the NPC-BAC determined that he fully qualifies for the engagement of Consultancy Services - Technical Consultant to perform the functions as required under the Terms of Reference;

WHEREAS, payment shall be made monthly in the amount of Php 100,000.00 for a contract period of six months for a total contract price of Php 600,000.00;

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 **Consultancy Services - Technical Consultant** in the total amount of **Php 600,000.00 for a contract period of six (6) months to ATTY. AURELLE DOMINIC E. NARAG.**

RESOLVED this 16th day of May 2022, via combination on on-site and videoconference meeting.

ATTEST:



Digitally signed by
Ragsag Jonathan
Rudolph Yandan

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



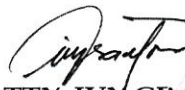
Digitally signed
by Mendoza Ma
Josefina Eusebio

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



Digitally signed
by Milanes Rainier
Anthony Mabias

ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member



Digitally signed by Ivy
Grace T. Villasoto
Date: 2022.05.18
15:09:51 +08'00'

ATTY. IVY GRACE T. VILLASOTO
Attorney V, PDD
BAC Vice Chairperson



Digitally signed by Patula Maria
Theresita Elnar
Date: 2022.05.18 11:19:14 +08'00'

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

APPROVED:



Digitally signed
by Naga John
Henry Du

ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: MAY 18 2022

Ref No.: 032-2022

The original of this document (containing only the BAC member's signature) is in digital format
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

MAY 18 2022

ATTY. AURELLE DOMINIC NARAG

Proprietor

Atty. Narag Legal Consultancy

B8 L30 Phase 3 Soldier Hills 4

Molino 6

4102 Bacoor

Dear Atty. Narag,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 032-2022, series of 2022, the contract for the procurement of Consultancy Services - Technical Consultant amounting to a total of **Six Hundred Thousand Pesos (Php 600,000.00)** for a contract period of six (6) months is awarded to you consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally
signed by
Naga John
Henry Du

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

Head of the Procuring Entity

Date: MAY 18 2022

Conforme:

ATTY. AURELLE DOMINIC NARAG

Proprietor

Atty. Narag Legal Consultancy

Date: MAY 23 2022

Ref. No.: 016-2022

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

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this JUN 01 2022 by and between:

NATIONAL PRIVACY COMMISSION, a government agency created by virtue of Republic Act No. 10173, also known as the "Data Privacy Act of 2012", with office address located at the 5th Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its **Privacy Commissioner Atty. JOHN HENRY D. NAGA**, hereinafter referred to as "NPC";

and

Atty. AURELLE DOMINIC E. NARAG, Filipino, of legal age, residing at [REDACTED] and hereinafter referred to as the "Consultant".

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

WHEREAS, the NPC is in need of a **Consultant** to perform the functions detailed in this Contract and the Terms of Reference, and shall be made an integral part of this Agreement;

WHEREAS, the Office of the Executive Director, as End-Unit, has justified to the Bids and Awards Committee for the engagement of such Consultancy Services-Technical Consultant as per the 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, the NPC, subject to the terms, conditions, and specifications hereinafter contained, has accepted the **Consultant's** offer;

WHEREAS, on 05 May 2022, the NPC Accountant issued a Certificate of Availability of Funds (CAF) amounting to Six Hundred Thousand Pesos (Php 600,000.00). A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement;

WHEREAS, on 18 May 2022, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 032-2022, Series of 2022**, recommending the Award of Contract for Consultancy Services - Technical Consultant to **Atty. AURELLE DOMINIC E. NARAG**; and

WHEREAS, on 18 May 2022, the Head of the Procuring Entity issued the Notice of Award to **Atty. AURELLE DOMINIC E. NARAG**.

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 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, which is reflected under the Terms of Reference, attached herein as Annex "B", and shall be an integral part hereof.

2. **Term**

The term of the Contract shall commence **from receipt of Notice to Proceed until 30 November 2022** unless the same is terminated by either party upon written notice, thirty (30) days prior to the intended date of termination, or immediately upon proof of violations prescribed under Annex "I" of the 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 shall be extended without undergoing the necessary procurement process as prescribed under 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 set forth, the NPC shall pay the **Consultant** a total amount of **Six Hundred Thousand Pesos (Php 600,000.00)** 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

Full payment shall be made in Philippine Pesos upon completion of all the required deliverables and submission of the following:

- i. Accomplishment Report and
- ii. Certificate of Acceptance of Output.

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

4. **Project Administration**

NPC designates **Atty. IVIN RONALD D.M. ALZONA, Executive Director IV** as the representative responsible for the coordination of tasks and deliverables under the Contract. The Office of the Executive Director shall be responsible for the acceptance of the deliverables/Accomplishment Report submitted by the **Consultant** prior to payment.

5. **Performance Standard**

The **Consultant** undertakes to perform the services detailed under Annex "B" with the highest standards of professional, 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 performance of services, this Contract or NPC's business and 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, and whether or not communicated as confidential information by NPC to the **Consultant**, which the **Consultant** may have access to in the course of this Contract, shall not be disclosed to any person even after its termination.
- The **Consultant** shall sign a Non-Disclosure Agreement and shall be made an integral 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** The NPC may, by virtue of a written notice of suspension addressed to the **Consultant**, suspend all payments 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 shall contain the following, to wit: a) 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** The NPC, by written notice sent to the **Consultant**, may terminate the Contract, in whole or in part, in accordance with Annex "I" of the IRR of R.A. No. 9184.
- The notice of termination shall specify the cause of termination in accordance with Annex "I" of the IRR of R.A. No. 9184, stating the extent to which the performance of the **Consultant** under the contract is terminated, and the date upon which such termination becomes effective.
- The 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.
- The NPC may also terminate the Contract for default when any of the following conditions attend to its implementation, to wit: 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

¹ Non- Disclosure Agreement dated _____

pb

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 R.A. No. 9184.

12. Relationship

This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the **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 of failure, the dispute or difference shall be submitted to an alternative dispute resolution, including arbitration, in accordance with the rules provided under 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 located in Pasay City, Philippines, to the exclusion of all other 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, he 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 in the English language.

19. Other Provisions


The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Contract. In the event of conflict between the terms of this

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

NATIONAL PRIVACY COMMISSION

By:

By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


Atty. AURELLE DOMINIC E. NARAG
Consultant


JENSEN JOYL. BALLICUD
Accountant II

Signed in the
Presence of:

Signature over Printed Name

Signature over Printed Name

[Acknowledgment page follows.]

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
ATTY. JOHN HENRY D. NAGA		
ATTY. AURELLE DOMINIC E. NARAG		

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 signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of JUN 28 2022, 2022 at Pasay City, Philippines

Doc. No.: 502
Page No.: 101
Book No.: 49
Series of 2022.

ATTY. ELENA MELITA CHICA-LLEDU
NOTARY PUBLIC
UNIT 719 TOWER E SEA RESIDENCES MOA, PASAY CITY
MY COMMISSION EXPIRES ON DEC. 31, 2020
BM 3795 2ND EXTENSION UNTIL JUNE 30, 2022
PTR NO. 7698496/1-3-22 ROLL NO. 38180
BP LIFE TIME NO. 06732: CAM SUR CHAPTER
MCLE NO. VI-0024746 MAY 7 2019



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** (hereinafter "**Agreement**") is entered into on JUN 01 2022 in Pasay City, Philippines, by and between:

The **NATIONAL PRIVACY COMMISSION**, represented by **Privacy Commissioner ATTY. JOHN HENRY D. NAGA** hereinafter referred to as the "**NPC**";

and

ATTY. AURELLE DOMINIC E. NARAG, Filipino, of legal age and residing at [REDACTED]

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 contract/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**, pursuant to Section 8 of Republic Act No. 10173 also known as 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 regarding confidential information to which the **Consultant** was given access even after the term of contract has ended, as provided for in the Data Privacy Act of 2012, its IRR and other issuances.

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 contract with NPC, which are in the possession, control, and custody of the **Consultant**, and those which are obtained during the **Consultant**'s term, employment or contract within 15 calendar days upon termination of the 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. 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.

8. 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.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the date and in the place first above-written.


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
National Privacy Commission 


ATTY. AURELLE DOMINIC E. NARAG
Consultant

Signed in the presence of:

Witness

Witness

[Acknowledgment page follows.]

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

BEFORE ME, a Notary Public for and in Pasay City on JUN 28 2022,
personally appeared the following persons with their government-issued identification cards, to
wit:

Name	ID No.	Date/Place Issued
ATTY. JOHN HENRY D. NAGA		
ATTY. AURELLE DOMINIC E. NARAG		

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.

This instrument consists of four (4) pages including this page wherein this
Acknowledgement is written and signed by the parties' instrumental witnesses on each and every
page hereof.

WITNESS MY HAND AND SEAL at the place and on the date above mentioned.

Doc. No. 501
Page No. 102
Book No. 49
Series of 2022

[Signature]
ATTY. ELENA MELITA L. CHICA-LLEDU
NOTARY PUBLIC
 UNIT 719 TOWER E SEA RESIDENCES MOA, PASAY CITY
 MY COMMISSION EXPIRES ON DEC. 31, 2020
 BM 3785 2ND EXTENSION UNTIL JUNE 30, 2022
 PTR NO. 7898496/1-3-22 ROLL NO. 38180
 BP LIFE TIME NO. 08732: CAM SUR CHAPTER
 MCLE NO. VI-0024746 MAY 7 2019



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

CERTIFICATION OF AVAILABILITY OF FUNDS

This is to certify that funds are available to cover the payment for One (1) job **Consultancy Services-Technical Consultant**, with Approved Budget for the Contract (ABC) amounting to *Six Hundred Thousand Pesos (Php 600,000.00)* chargeable against **Consultancy Services (Operations-MOOE)**, under the FY 2021 Continuing Appropriations (RA 11640), programmed under the NPC CY 2021 Continuing APP with Item No. 2021-0215.

This certificate is being issued upon the request of Office of the Executive Director (OED) for Procurement Activity purposes only, subject to the provisions of the Revised RA9184 and its IRR, GPPB Circulars and other applicable laws.

Issued this 5th day of May 2022 at 5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila.

Certified Funds Available:


JENSEN JOY L. BALLICUD
Accountant II 

Purchase Request No. 2022-05-0063
Purchase Request Date: May 05, 2022

Ref No.: CAF2022-04-009(21)

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



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

TERMS OF REFERENCE

**CONSULTANCY SERVICES - TECHNICAL CONSULTANT
(APP Item No. 2021 - 0215)**

I. BACKGROUND

The National Privacy Commission ("NPC") is an independent body mandated to administer and implement Republic Act (R.A.) No. 10173, otherwise known as the "Data Privacy Act of 2012" (DPA), and to monitor and ensure compliance of the country with international standards set for data privacy and protection.

Being a relatively new government agency, which started operations in 2016, the NPC strives to embody the ideals of good governance in its day-to-day operations, ensuring transparency, accountability, and efficient processes for the performance of its public functions and the provision of public services.

The Office of the Executive Director ("OED") is responsible for ensuring that the quality management of NPC is held to the highest standards through the proper and efficient supervision of NPC Offices, including the Public Information and Assistance Division ("PIAD"), reporting directly to the OED. Furthermore, the OED assists in the implementation of the programs, projects, and activities of the Commission through administrative oversight; development and implementation of the NPC quality management system, review the recommendations of NPC Offices and Divisions reporting directly to the OED; monitoring of all programs, projects, and activities of the NPC; and preparation of pertinent reports of the Commission as required by law and other competent authority, among others.

In addition to his core functions, the Executive Director ("ED") is likewise designated to concurrent capacities requiring the application of highly technical knowledge such as the NPC's Data Protection Officer ("DPO"), Information Systems Planner ("IS"), and the Freedom of Information ("FOI") Decision Maker, among others.

Given the technical nature of the functions of the OED especially in the field of organizational quality management, capacity-building, freedom of information decision making, privacy compliance, and cybersecurity, there is a need for the engagement of a Consultancy Services - Technical Consultant (Highly Technical Consultant), who shall assist the Executive Director ("ED") by providing technical knowledge, expertise, and experience through research, opinions, reports, and advice in the operational, organizational and technical aspects of the Commission's day-to-day operations that the ED, with the utmost trust and confidence, may consider as a

reference for the efficient and effective implementation of the OED core functions, and other concurrent capacities mainly as the NPC's DPO, FOI Decision Maker, and IS Planner.

II. OBJECTIVES

The engagement of a Highly Technical Consultant by the OED aims to accomplish the following objectives:

1. To be the primary adviser of the ED in relation to the legal, technical, and organizational functions of OED, including the review of internal and external implications of the outputs, recommendations, programs, projects, and activities of the different NPC Offices and Divisions reporting directly to the OED;
2. To provide guidance to the ED on strategic management to ensure efficient oversight of the different NPC Offices and Divisions reporting directly to the OED, to ensure that quality standards, targets, and priorities of the Commission are met;
3. To be the primary adviser of the ED on highly confidential matters affecting the OED and the Commission in general, including the implementation of NPC priority activities and directives; and
4. To be the primary adviser of the ED on highly technical matters involving the ED's concurrent capacity as the NPC's DPO, FOI Decision Maker, IS Planner, and all other Committees being chaired by the ED.

III. SCOPE OF SERVICES

The Highly Technical Consultant shall be the primary legal and technical adviser of the ED and shall perform the following specific duties and responsibilities:

1. *To provide the ED with inputs and serve as a thought partner on the technical and legal aspects of overseeing and managing the activities and initiatives of the different NPC Offices and Divisions reporting directly to the OED;*
2. *To provide advisory services to the ED with end-to-end support on critical strategic topics while maintaining strict confidentiality of all communication and correspondence involving such;*
3. *To submit to the ED written reports, research, analysis, and presentations that may be used by the ED in strategic meetings, and to submit to the ED briefing documents and preparation materials as may be instructed;*

4. *To advise and assist in directing the setting of policies and procedures in the streamlining of processes with the functional areas of the Executive Director, as well as reviewing the legal opinion and other outputs of the OED;*
5. *To advise and assist the Executive Director in implementing best management practices relating to the functional areas of the Executive Director; and*
6. *Perform other related functions as may be assigned by the Executive Director.*

IV. QUALIFICATIONS

To be eligible, the Highly Technical Consultant must possess and have the following qualifications:

1. *Member of the Philippine Bar;*
2. *Background and experience in organizational management and leadership;*
3. *Previous working experience with the government, especially with the NPC, on matters affecting strategic planning, policy development, and other functions of the top management;*
4. *Previous involvement in capacity-building activities involving the NPC Phil-DPO ACE and similar data privacy topics;*
5. *Previous involvement or working experience with Freedom of Information requests from public stakeholders;*
6. *Ability to identify problems and propose strategic solutions; and*
7. *Excellent oral and written communications skills.*

V. CONTRACT DURATION

The engagement is for six (6) months, which shall commence immediately upon the issuance of Notice to Proceed.

VI. PAYMENT AND DELIVERY

Payment shall be made monthly for One Hundred Thousand Pesos (P100,000.00) for six (6) months upon submission of the accomplishment report by the Highly Technical Consultant and acceptance of output by the OED.

Proposed Timeline	Output
May 15 – June 14, 2022	Actual output
June 15 – July 14, 2022	Actual output
July 15 – August 14, 2022	Actual output
August 15 – September 14, 2022	Actual output
September 15 – October 14, 2022	Actual output

Reference No.: OED-22-00048

NPC_BAC_TOR-C-V1.0, R0.0, 25 January 2022

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

October 15, 2022 – November 14, 2022

Actual output

VII. MODE AND NATURE OF PROCUREMENT

This shall be procurement of Consulting Services.

The mode of procurement shall be: *Alternative Mode through Negotiated Procurement - Highly Technical Consultant.*

VII. FUND SOURCE AND APPROVED BUDGET FOR THE CONTRACT (ABC)

Source of Fund : Continuing General Appropriations Act FY 2021 (RA 11640)
Continuing Annual Procurement Plan for FY 2021 (APP
Item No. 2021-0215)

Approved Budget
for the Contract : Six Hundred Thousand Pesos Only (Php 600,000.00).

Prepared by:



Digitally signed by
Gamurot Timothy
Ralph Reyes

TIMOTHY RALPH R. GAMUROT, J.D.

Administrative Officer V, Office of the Executive Director

Recommending Approval:

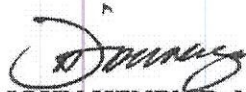


Digitally signed by
Alzona Ivin Ronald
De Mesa

ATTY. IVIN RONALD D.M. ALZONA

Executive Director IV, Office of the Executive Director

Approved by:



ATTY. JOHN HENRY D. NAGA

Privacy Commissioner



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 032-2022, Series of 2022

**RECOMMENDING THE AWARD FOR THE PROCUREMENT OF
CONSULTANCY SERVICES - TECHNICAL CONSULTANT**

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to administer and implement Republic Act 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 order to efficiently fulfill its mandate, the NPC is authorized to establish a Secretariat, which shall assist in the performance of its functions. The Secretariat shall be headed by an Executive Director and shall organized according to the following offices: a) Data Security and Compliance Office; b) Legal and Enforcement Office; c) Finance and Administrative Office; d) Privacy Policy Office; and e) Public Information and Assistance Office.¹

WHEREAS, the OED assists in the implementation of the programs, projects and activities of the Commission through administrative oversight, develops and implements the NPC's quality management system, reviews the recommendations of the NPC Offices and Divisions directly reporting to the OED, and monitors all NPC programs, projects and activities;

WHEREAS, in addition to the aforementioned core functions, the ED is likewise designated as the NPC's Data Protection Officer and exercises oversight of the Data Protection Officer Accountability Compliance and Ethics Program (Phil-DPO) of the NPC;

WHEREAS, the ED is concurrently the NPC's Information Systems Planner, the Chairperson of the Interim Management Systems Unit, and the Freedom of Information (FOI) Decision Maker of the NPC;

WHEREAS, in light of these technical functions of the OED specifically in the fields of organizational management, capacity-building, freedom of information decision making, privacy compliance, and cybersecurity, the NPC has determined the need for a technical consultant who shall assist the OED in the conduct of its functions by providing technical knowledge, expertise and experience through research, opinions, reports and advice in operational, organizational, legal and technical aspects of the NPC's day-to-day operations;

WHEREAS, the technical consultant will perform the tasks indicated in the Terms of Reference herein attached as Annex "A";

¹ Section 14, Implementing Rules and Regulations of the Data Privacy Act of 2012

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: 032-2022

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

WHEREAS, said procurement is reflected in the NPC's 2021 Continuing Annual Procurement Plan (APP) under APP Item No. 2021-0215 (Consultancy Services - Technical Consultant) with an Approved Budget for the Contract of Php 600,000.00 for a six-month period;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation to Atty. Aurelle Dominic E. Narag on 6 May 2022;

WHEREAS, after evaluation of the qualifications and documentary submissions of Atty. Aurelle Dominic Narag, the NPC-BAC determined that he fully qualifies for the engagement of Consultancy Services - Technical Consultant to perform the functions as required under the Terms of Reference;

WHEREAS, payment shall be made monthly in the amount of Php 100,000.00 for a contract period of six months for a total contract price of Php 600,000.00;

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 **Consultancy Services - Technical Consultant** in the total amount of **Php 600,000.00** for a contract period of six (6) months to **ATTY. AURELLE DOMINIC E. NARAG**.

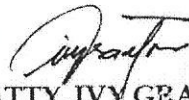
RESOLVED this 16th day of May 2022, via combination on on-site and videoconference meeting.

ATTEST:


Digitally signed by
Ragsag Jonathan
Rudolph Yandan
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member


Digitally signed
by Mendoza Ma
Josefina Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member


Digitally signed
by Milanes Rainier
Anthony Mabias
ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member


Digitally signed by Ivy
Grace T. Villasoto
Date: 2022.05.18
15:09:51 +0800
ATTY. IVY GRACE T. VILLASOTO
Attorney V, PDD
BAC Vice Chairperson


Digitally signed by Patula Maria
Theresita Elnar
Date: 2022.05.18 11:19:14 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

APPROVED:


Digitally signed
by Naga John
Henry Du
ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: MAY 18 2022

Ref No.: 032-2022

The original of this document (containing only the BAC member's signature) is in digital format
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

~~MAY 18 2022~~

ATTY. AURELLE DOMINIC NARAG
Proprietor
Atty. Narag Legal Consultancy



Dear Atty. Narag,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 032-2022, series of 2022, the contract for the procurement of Consultancy Services - Technical Consultant amounting to a total of **Six Hundred Thousand Pesos (Php 600,000.00)** for a contract period of six (6) months is awarded to you consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally
signed by
Naga John
Henry Du

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

Head of the Procuring Entity

Date: MAY 18 2022

Conforme:


ATTY. AURELLE DOMINIC NARAG
Proprietor

Atty. Narag Legal Consultancy

Date: MAY 23 2022

Ref. No.: 016-2022

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



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: JUN 01 2022

ATTY. AURELLE DOMINIC E. NARAG

Dear ATTY. NARAG:

Notice is hereby given to **ATTY. AURELLE DOMINIC E. NARAG** for the commencement of the procurement for the **Consultancy Services-Technical Consultant** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Consultancy 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,

ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity

I acknowledge receipt of this notice on JUN 01 2022
Name of the authorized representative of the Bidder ATTY. AURELLE DOMINIC E. NARAG
Signature of the authorized representative