



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE  
BAC Resolution No. 157-2021, Series of 2021

RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF  
VAPT SERVICES

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

**WHEREAS**, NPC's goal is to protect every citizen's data privacy through the maximum compliance of all individuals and organizations processing data with national and international data standards;

**WHEREAS**, to be true to its vision, "A world-class regulatory and enforcement agency upholding the right to privacy and data protection while ensuring the free flow of information, committed to excellence, driven by a workforce that is highly competent, future-oriented, and ethical, towards a competitive, knowledge-based, and innovative nation" the Commission is adopting the digitization of its process to achieve its objectives;

**WHEREAS**, to secure that the Data Breach Notification Management System (DBNMS) is secure, and that vulnerabilities are addressed prior to deployment, it is imperative that it is subjected to security tests such as vulnerability assessment and penetration testing;

**WHEREAS**, there is a need to acquire the services of a Highly Technical Consultant specializing in the conduct of VAPT services as the activity is performed by experts with wide expertise and years of practical experience;

**WHEREAS**, this procurement has a Certificate of Availability of Funds (CAF) and programmed under the NPC FY 2021 APP Item No. 2021-0149 with Approved Budget for the Contract (ABC) amounting to Php200,000.00;

**WHEREAS**, the procurement is hinged on Sec. 53.7 of the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as Government Procurement Reform Act, providing for their engagement of individual consultants for no more than six (6) months to do work that is highly technical or proprietary;

**WHEREAS**, upon recommendation of the end-user, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to *Mr. Allan Jay Dumanhug* on 2 December 2021;

**WHEREAS**, after evaluation of the qualifications and documentary submissions of *Mr. Allan Jay Dumanhug*, the NPC-BAC determined that he fully qualifies as a Highly Technical Consultant to perform the functions as required under the Terms of Reference;

Ref No.: 157-2021

*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*

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the procurement of VAPT Services to MR. ALLAN JAY DUMANHUG in the total amount of Two Hundred Thousand and 0/100 Pesos (Php200,000.00).

RESOLVED this 2<sup>nd</sup> day of December 2021 via videoconference meeting.


ATTEST:

  
Digitally signed by  
Espenilla Erwin  
Dejucos  
Date: 2021.12.13  
10:02:10 +08'00'  
**ERWIN D. ESPENILLA**  
Executive Assistant IV, OPC  
BAC Member

*On official business*  
**ATTY. AURELLE DOMINIC E. NARAG**  
Executive Assistant IV, OPC  
BAC Member


  
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, Legal Division  
BAC Member

  
Digitally signed by  
Villasoto Ivy Grace Torres  
Date: 2021.12.13 15:30:18  
+08'00'  
**ATTY. IVY GRACE T. VILLASOTO**  
OIC-Director, PPO  
BAC Vice Chairperson

  
Digitally signed by Patula  
Maria Theresita Elnar  
Date: 2021.12.13 16:02:57  
+08'00'  
**ATTY. MARIA THERESITA E. PATULA**  
Director IV, LEO  
BAC Chairperson

Approved:

  
**RAYMUND ENRIQUEZ LIBORO**  
Privacy Commissioner  
Head of the Procuring Entity  
Date: DEC 15 2021

Ref No.: 157-2021

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

Date Issued: **DEC 15 2021**

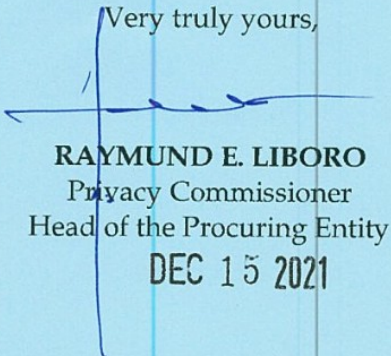
**ALLAN JAY DUMANHUG**  
*Highly Technical Consultant*



Dear Mr. Dumanhug:

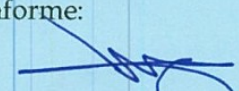
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 157-2021, Series of 2021, the contract to the VAPT Services amounting to **TWO HUNDRED THOUSAND AND 0/100 PESOS (PHP200,000.00)**, VAT inclusive, is hereby awarded to you consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations, subject to the submission of original or certified true copies of the documentary requirements upon signing on the Notice of Award (NOA).

Very truly yours,

  
**RAYMUND E. LIBORO**  
Privacy Commissioner  
Head of the Procuring Entity  
**DEC 15 2021**

Digitally signed by  
Raymund E. Liboro  
DN: cn=Raymund E. Liboro

Conforme:

  
**ALLAN JAY DUMANHUG**  
*Highly Technical Consultant*

Date: 12/21/21

Ref No.: 110-2021

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 DEC 21 2021 by and between:

*National Privacy Commission*, a national government agency created by virtue of Republic Act No. 10173 or the "Data Privacy Act of 2012", with office address at the 5<sup>th</sup> Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner RAYMUND ENRIQUEZ LIBORO, hereinafter referred to as "NPC",

and

Mr. Allan Jay Dumanhug, Filipino, of legal age, residing at [REDACTED] and [REDACTED] hereinafter referred to as the "Consultant".

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

**WHEREAS**, NPC needs a VAPT Services to perform the functions detailed below;

**WHEREAS**, the Compliance and Monitoring Division as end-unit has justified to the Bids and Awards Committee the engagement of such VAPT Services (Highly Technical Consultant) as per existing laws and regulations;

**WHEREAS**, the Consultant, representing herself to have the requisite governmental permits, licenses, and the necessary expertise, experience, and resources, has proposed to undertake all that which is necessary for completing the services;

**WHEREAS**, NPC, subject to the terms, conditions, and specifications hereinafter contained, has accepted the Consultant's offer;

**WHEREAS**, on 18 November 2021 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php200,000.00. A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement.

**WHEREAS**, on 15 December 2021, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 157-2021, Series of 2021, recommending the Award of Contract for VAPT Services to Mr. Allan Jay Dumanhug;

  
Digitally signed by Patula Maria  
Theresa Einar  
Date: 2021.12.17 14:18:30 +0800

**WHEREAS**, on 15 December 2021, the Head of the Procuring Entity issued the Notice of Award to Mr. Allan Jay Dumanhug;

**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, appear in the attached Terms of Reference, herein attached as Annex "B", which forms an integral part hereof.

**2. Term**

The term of the contract shall commence from receipt of Notice to Proceed until 15 March 2022 unless the same is terminated by either party after written notice thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" (IRR of R.A. No. 9184.)

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

**3. Payment**

A. Consultant's Fee

As consideration for the full and faithful performance by the Consultant of his obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Consultant a total amount of Two Hundred Thousand Pesos (Php200,000.00) 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

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Maria Theresta Elnar  
Date: 2021.12.17 14:18:45  
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Full payment shall be made in Philippine Pesos upon completion of all the following tasks and deliverables:

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

Timeline	Deliverables	Remarks
December 20-22, 2021	<p style="text-align: center;"><u>Task 1</u></p> <ol style="list-style-type: none"> <li>1. Preparation of VAPT plan</li> <li>2. Presentation of the VAPT Plan to CMD (<i>refer to Annex B/TOR</i>)</li> </ol>	1 <sup>st</sup> Output
January 7 to 31, 2022	<p style="text-align: center;"><u>Task 2</u></p> <ol style="list-style-type: none"> <li>1. Conduct initial VAPT in accordance to plan</li> <li>2. Presentation of report to end users, developers and IMISU</li> <li>3. Submit comprehensive and detailed technical report including remediation recommendation. (<i>refer to Annex B/TOR</i>)</li> </ol>	2 <sup>nd</sup> Output
February 1 to 18, 2022	<p style="text-align: center;"><u>Task 3</u></p> <ol style="list-style-type: none"> <li>1. Conduct follow up VAPT (retest)</li> <li>2. Submit assessment report</li> <li>3. Presentation of report to end users, developers and IMISU</li> <li>4. Submit comprehensive and detailed technical report including remediation recommendation. (<i>refer to Annex B/TOR</i>)</li> </ol>	3 <sup>rd</sup> Output

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

**4. Project Administration**

NPC designates Atty. Rainier Anthony M. Milanes and Ms. Robelyn M. Cruz, as the Representative responsible for the coordination of activities under the contract. The Chief, Compliance and Monitoring Division and Vice Chairperson, IMISU shall be responsible for acceptance of the deliverables/Accomplishment Report submitted by the Consultant prior to payment.

**5. Performance Standard**

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

**6. Confidentiality**

The Consultant shall not, during the term of this Contract, and after its expiration, disclose any proprietary or confidential information relating to the services, this Contract or NPC's business or operations without the prior written consent of the latter.

**7. Non-Disclosure**

All non-public confidential or proprietary information

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Date: 2021.12.17 14:18:58 +08'00'

relating to NPC, whether written or oral, whether or not communicated as confidential information by NPC to the Consultant, which the Consultant may have access to in the course of the consultancy contract, shall not be disclosed to any person even after the termination of the Contract.

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

## 8. Amendments

No modifications, amendments, or supplements to this Contract shall be effective for any purpose unless the same is in writing and signed by each party.

## 9. Suspension of Contract

NPC may, by written notice of suspension to the consultant, suspend all payments to the consultant if the consultant fails to perform any of its obligations due to its own fault or due to force majeure or other circumstances beyond the control of either party, provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

The Procuring Entity can order the resumption of work if the grounds for work suspension no longer exist and the continuation of the work is practicable.

## 10. Termination of Contract

NPC, by written notice sent to the Consultant, may terminate the contract, in whole or in part in accordance with Annex "I" of IRR of RA No. 9184.

The notice of termination shall specify the cause of termination in accordance with Annex "I" of IRR of RA No. 9184, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

NPC may also terminate the contract in case it is determined prima facie that the Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

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<sup>1</sup> Non- disclosure Agreement dated \_\_\_\_\_

NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the NPC pursuant to a request made by the Consultant prior to the delay; b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The Consultant fails to perform any other obligation under the contract.

The Consultant may terminate its agreement with NPC if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach.

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

## **12. Relationship**

This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the Consultant is an independent contractor and shall not be considered as an employee of NPC.

## **13. Dispute Resolution**

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration in accordance with the rules provided in Republic Act No. 9285 or the Alternative Dispute Resolution Law.

If any party contends that a claim cannot be submitted to alternative dispute resolution, that party shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all courts.

## **14. Ownership of**

All articles, plans, studies, reports or other materials




- Material** prepared by the Consultant for NPC under the Contract shall exclusively belong to and remain the property of NPC.
- 15. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity/individual affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the services or any continuation thereof) for any project resulting from or closely related to the herein services provided to NPC.
- 16. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 17. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it.
- 18. Law Governing Contract and Language** The Contract shall be governed by the laws of the Government of the Philippines, and the language of the Contract shall be English.
- 19. Other Provisions** The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Contract. In the event of conflict between the terms of this Contract and all relevant Annexes, the terms of this Contract shall prevail.

**NATIONAL PRIVACY COMMISSION:**

  
 \_\_\_\_\_  
**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner*

**JENSEN JOY L. BALLICUD**  
*Accountant II*

 12/21/21  
 \_\_\_\_\_  
**ALLAN JAY DUMANHUG**  
*Consultant*

*Signed in the presence of:*


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

  
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**ACKNOWLEDGEMENT**

Republic of the Philippines )  
City of Pasay ) S.S.  
**MANILA CITY**

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMM. TAX CERT. NO. and Copy of any of the following ID: SSS ID/POSTAL ID/VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
RAYMUND ENRIQUEZ LIBORO		
ALLAN JAY DUMANHUG		


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

This instrument consists of seven (7) pages including this page wherein this Acknowledgement is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

**WITNESS MY HAND AND SEAL**, this \_\_\_\_\_ day of **DEC 21 2021**, 2021 at **Pasay City**, **MANILA CITY**, Philippines

Doc. No.: 332  
Page No.: 68  
Book No.: 7  
Series of 2021.

 Digitally signed by Public Notary  
The Notary Seal  
Date: 2021.12.14 14:20:04 +0800

  
**ATTY. CLIFF RICHARD E. GENESELA**  
NOTARY PUBLIC CITY OF MANILA / ROLL NO. 49006  
Commission No. 2020-111 Issued on Dec. 10, 2020 Until Dec. 31, 2021 / Manila  
PTF No. 9817300 Issued on Jan. 4, 2021 Until Dec. 31, 2021 / Manila  
IBP No. 134849 Issued on Dec. 14, 2020 Until Dec. 31, 2021  
MCLE No. VI-0022302 Valid from April 4, 2019 Until April 14, 2022  
Office Add: Mezanin San Luis Bldg., 1006 Cross St., Ermita, Manila



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 12/21/2021

Allan Jay Dumanhug  
Consultant




Dear Mr. Dumanhug:

Notice is hereby given to **Mr. Allan Jay Dumanhug** for the commencement of the procurement for the **VAPT Services** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Contract.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,

  
**RAYMUND E. LIBORO**  
Privacy Commissioner

I acknowledge receipt of this notice on 12/21/21  
Name of the authorized representative of the Bidder ALLAN JAY DUMANHUG  
Signature of the authorized representative 