

## Republic of the Philippines NATIONAL PRIVACY COMMISSION

### BIDS AND AWARDS COMMITTEE

BAC Resolution No. 191-2021, Series of 2021

RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF KEY PRIVACY THEMES VIDEO DEVELOPMENT AND PRODUCTION MANAGEMENT TO PROJECT V MEDIA CORP., THE DECLARED SINGLE RATED AND RESPONSIVE BIDDER

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

WHEREAS, the NPC, pursuant to its objective to build a culture of privacy, and to enable and uphold the right to data privacy and protection, identified 10 key issues that pose the greatest data privacy risks to citizens, coined as the Key Privacy Themes (KPT);

WHEREAS, to inform the general public of the importance of these issues, the NPC deemed it necessary to hire a production team to create short informational videos for each KPT which are targeted to be posted on the NPC official website and current popular platforms such as Facebook, Instagram, among others. These videos' target audience are the data subjects, thereby the content must be easy to understand, accessible to the public, and relevant. This procurement is under APP Item No. 2021-0167 with an approved budget for contract (ABC) amounting to Php1,500,000.00;

WHEREAS, this item of procurement is 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 14 October 2021, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where the Terms of Reference were reviewed and the number of shortlisted consultants including the criteria and rating for the shortlisting were set;

WHEREAS, on 21 October 2021, the Request for Expression of Interest (REI) was posted in the PhilGEPS and NPC websites, as well as on 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 Revised IRR of R.A. 9184;

WHEREAS, the NPC-BAC set the deadline of submission of eligibility documents on 28 October 2021 at 10:00 a.m. An instruction on adoption of the procedure for the electronic submission and receipt of the eligibility documents in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids (Guidelines) was also provided in the Bidding Documents;

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

Ref No.: 191-2021

WHEREAS, the BAC declared failure of bidding due to non-receipt of eligibility documents;

WHEREAS, on 29 October 2021, the BAC conducted a mandatory review and evaluation of the terms, conditions, and specifications in the Bidding Documents, and after some minor changes on the Terms of Reference, was endorsed for re-posting;

WHEREAS, 05 November 2021, the Request for Expression of Interest (REI) and Bidding Documents were re-posted in the PhilGEPS and NPC websites, as well as on the NPC bulletin board. Invitations to observers were also sent in accordance with Section 13 of the RIRR of R.A. 9184;

WHEREAS, the BAC set the deadline of submission of eligibility documents on 12 November 2021 at 10:00 a.m. An instruction on adoption of the procedure for the electronic submission and receipt of the eligibility documents in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids (Guidelines) was also provided in the Bidding Documents;

WHEREAS, on 12 November 2021, the BAC only received one submission for the eligibility documents from Project Media V Corp. at exactly at 08:54 a.m.;

WHEREAS, on 12 November 2021 at 01:00 p.m., the BAC proceeded to open the eligibility documents and conduct eligibility check of the prospective bidder in accordance with Section 24.4 of the Revised IRR of R.A. 9184;

WHEREAS, upon inspection and evaluation of the eligibility requirements submitted, it was determined that Project Media V Corp. passed all the eligibility requirements, as reflected in the Abstract of Eligibility Check attached here in as Annex "A", and was declared eligible;

WHEREAS, the NPC-BAC proceeded to conduct the short listing of the eligible prospective bidder in accordance with Section 24.5 of the Revised IRR of R.A. 9184, after rating the eligible prospective bidder based on the criteria and rating stated in the REI and the bidding documents, the prospective bidder acquired an over-all rating of 82.75% which is above the prescribed passing rate of 70%, as reflected in the Abstract of Short Listing attached herein as Annex "B", and was recommended to the Head of the Procuring Entity (HoPE) as the sole short-listed consultant;

**WHEREAS**, the HoPE approved the recommendation of the BAC to declare Project Media V Corp. as a short-listed consultant;

WHEREAS, on 23 November 2021, the Pre-bid Conference was conducted where the prospective bidder clarified some items in the Bidding Documents. Thereafter, the NPC-BAC issued Supplemental Bid Bulletin No. 137-2021, a copy of which was furnished to the prospective bidder and published in the PhilGEPS website, NPC website and bulletin board;

WHEREAS, on 7 December 2021, prior to the deadline of submission of the bids set at 10:00 a.m., Project V Media Corp. submitted their bid at 9:58 a.m. On the same day at 1:00 p.m., the NPC-BAC proceeded to open the first envelope containing the technical components for the conduct of preliminary evaluation where it was declared that Project V Media Corp. passed all the technical documents required as shown in the Abstract of Bids as Read attached herein as Annex "C" and was then endorsed for bid evaluation;

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WHEREAS, on 9 December 2021, the technical proposal of Project V Media Corp. was evaluated based on the criteria and numerical weights as stated in the Bidding Documents, where it was given an overall rating of 84%, above the passing rate of 80% as shown in the Abstract of Bids (Technical Rating) attached herein as Annex "D", and was endorsed for the opening of Financial Proposal;

WHEREAS, on 10 December 2021, the financial proposal envelope of Project V Media Corp. was opened and evaluated and the proposed bid price of Php 1,319,310.00 was recorded, and being the sole bidder, its financial proposal was given a rating of 100% as shown in the Abstract of Bids (Financial Rating) herein attached as Annex "E";

WHEREAS, using Quality-Cost Based Evaluation Procedure in accordance with Section 33.2.1 (b) of the Revised IRR of R.A. 9184, the technical and financial proposals were then rated at a weight ratio of 80% for the Technical Proposal and 20% for the Financial Proposal as provided in the Bidding Documents;

WHEREAS, upon computation of the ratings given by the NPC-BAC, it was determined that the over-all rating obtained by Project V Media Corp.'s bid is 87.2% (67.2% for the technical proposal and 20% for the financial proposal), passing the technical and financial requirements and making it the single rated bid as shown in the Abstract of Bids as Calculated herein attached as Annex "F", and was recommended for the conduct of negotiation;

WHEREAS, the HoPE approved and authorized the conduct of negotiation which was conducted on 14 December 2021 where the NPC-BAC, TWG and the End-user proceeded to negotiate with the representative of Project V Media Corp. and the discussions on issues raised and agreements reached were recorded in preparation of the drafting of the contract;

WHEREAS, upon termination of the negotiation, the BAC endorsed the bid for postqualification evaluation;

WHEREAS, on 17 December 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, herein attached as Annex "G", and adopted the same, noting the recommendations made therein;

WHEREAS, there being no issues in the BAC-TWG's Post-Qualification Report, it was moved and seconded to declare the bid by Project V Media Corp. as the Single Rated and Responsive Bid and recommend it for the award of contract;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that Project V Media Corp., whose bid price is **One Million Three Hundred Nineteen Thousand Three Hundred Ten and 0/100 Pesos** (Php1,319,310.00), be declared as the single rated and responsive bidder and be recommended for the award of contract for the procurement of Key Privacy Themes Video Development and Production Management;

**RESOLVED** this 17th day of December 2021, via combination of on-site and videoconference meeting.

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

ATTEST:

Jes

Digitally signed by Espenilla Erwin Dejucos

ERWIN D. ESPENILLA

Executive Assistant IV, OPC BAC Member on official business

ATTY. AURELLE DOMINIC E. NARAG

Executive Assistant IV, OPC BAC Member

WY

Digitally signed by Ragsag Jonathan Rudolph Yandan

Digitally signed by Mendoza Ma Josefina Eusebio

JONATHAN RUDOLPH Y. RAGSAG

OIC-Chief, DSTSD BAC Member ATTY. MA. JOSEFINA E. MENDOZA

Attorney IV, Legal Division BAC Member

On official business

ATTY. IVY GRACE T. VILLASOTO

OIC-Director, PPO BAC Vice Chairperson

/Segatur

Digitally signed by Patula Maria Theresita Elnar Date: 2021.12.20 13:10:53 +08'00'

ATTY. MARIA THERESITA E. PATULA

Director IV, LEO BAC Chairperson

Approved:

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity

Date:

2 3 DEC 2021

Ref No.: 191-2021



## Republic of the Philippines NATIONAL PRIVACY COMMISSION

## **NOTICE OF AWARD**

Date Issued:

Ms. Rosanne Bernadette Chua

Project Manager
Project V Media Corp.
Unit 404 Don Raul Bldg., 77 Kamuning Rd.,
Kamuning, Quezon City

Dear Ms. Chua,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 191-2021 series of 2021, the contract for the procurement of Key Privacy Themes Video Development and Production Management amounting to **One Million Three Hundred Nineteen Thousand Three Hundred Ten and 0/100 Pesos (Php1,319,310.00),** VAT inclusive, is awarded to **Project V Media Corp.**, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity 2 3 DEC 2021
Digitally signed by signed by Stano-Capula Kritaina Aria Annales

Conforme:

Ms, Rosanne Bernadette Chua

Project Manager

Project V Media Corp.

Date: December 27, 2021

Ref No.: 125-2021

NPC\_BAC\_NOA-V1.0, R0.0, 05 May 2021



# Republic of the Philippines NATIONAL PRIVACY COMMISSION

### NOTICE TO PROCEED

Date Issued: Dec 31, 2021

Ms. Rosanne Bernadette Chua Project Manager Unit 404 Don Raul Bldg., 77 Kamuning Rd., Kamuning, Quezon City

Dear Ms. Chua:

Notice is hereby given to PROJECT V MEDIA CORP. for the commencement of the procurement for the Key Privacy Themes Video Development and Production Management 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,

ATTY. JOHN HENRY D. NAGA Privacy Commissioner

I acknowledge receipt of this notice on Oecember 31, 20219

Name of the authorized representative of the Bidder MS. ROSANNE BERNADETTE CHUA

Signature of the authorized representative\_

Ref No.: ADMIN-21-01091

NPC\_FAO\_ASD\_NTP-V1.0, R0.0, 19 August 2021

#### **MEMORANDUM OF AGREEMENT**

## KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 31 December 2021 by and between:

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

and

The PROJECT V MEDIA CORP, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit 404 Don Raul Bldg., 77 Kamuning Rd., Kamuning Quezon City, represented herein by its Project Manager, ROSANNE BERNADETTE CHUA, and hereinafter referred to as "CONSULTANT".

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

#### WITNESSETH, that:

WHEREAS, the NPC, pursuant to its objective to build a culture of privacy, and to enable and uphold the right to data privacy and protection, identified 10 key issues that the pose greatest data privacy risks to citizens, coined as the Key Privacy Themes (KPT);

WHEREAS, to inform the general public of the importance of these issues, the Office of the Privacy Commissioner (OPC) as end-unit deemed it necessary to hire a Key Privacy Themes Video Development and Production Management as per existing laws and regulation to create short informational videos for each KPT which are targeted to be posted on the NPC official website and current popular platforms such as Facebook, Instagram, among others;

WHEREAS, on 14 October 2021 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php1,500,000.00. A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement;

WHEREAS, NPC has expressed their requirement for a service provider for Key Privacy Themes Video Development and Production Management, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, CONSULTANT has participated in the bidding process of a Competitive Bidding for the abovementioned project by submitting a quotation and other pertinent documents;

WHEREAS, CONSULTANT will provide services set forth below and in the Terms of Reference<sup>1</sup>, which are to be herein collectively referred to as the "SERVICES";

WHEREAS, 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;

WHEREAS, NPC, subject to the terms, conditions, and specifications hereinafter contained, has accepted the CONSULTANT'S offer;

WHEREAS, on 23 December 2021, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 191-2021, Series of 2021, recommending the Award of Contract for Key Privacy Themes Video Development and Production Management to Project V Media Corp.;

WHEREAS, on 23 December 2021, the Head of the Procuring Entity issued the Notice of Award to Project V Media Corp, attached as "Annex B"

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 "C", which forms an integral part hereof.

#### 2. Term

The term of the contract shall commence January 2, 2022 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.)

January 2 to March 15, 2022			
Task/Deliverables	In-charge		
Pre production meeting	NPC and Supplier		
Send synopsis or pointer as reference to produce script	NPC		
Submission of scripts and storyboards for perusal	Supplier		
Review/approval of the submitted script/storyboard	NPC		

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<sup>1</sup> Annex \_\_\_:

Submission of revised script/storyboard	Supplier	
Approval of the submitted revised script/storyboard	NPC	
Shoot with actors and actresses	Supplier	
Post Production	Supplier	
Submission of First draft	Supplier	
Review and submission of revisions first draft	NPC	
Revisions	Supplier	
Submission of Second draft	Supplier	
Review and submission of revisions second draft	NPC	
Revisions	Supplier	
Submission of Final Output	Supplier	
Upload videos to NPC social Media platforms	NPC	

## 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 One Million Three Hundred Nineteen Thousand Three Hundred Ten Pesos (Php1,319,310.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

The contract price shall constitute the entire remuneration payable to the CONSULTANT. It shall be deemed inclusive of all applicable national and local taxes, fees and charges, and any other taxes that may arise on account hereof.

### B. Payment of Services

Payment shall be made in Philippine Pesos in equal payments, upon submission of the following documents and deliverables:

i. Accomplishment Report; and

ii. Certificate of Acceptance of Output by the end-user.

Delivery Date	Key Privacy Theme	Payment Schedule
January 2- March 15,	Covid 19/ Contact Tracing Apps/ Vaccination Passports	10 % payment two (2) weeks after submission
2022	Philippine Identification Systems (PhilSys)	of per final output/KPT

Children's Dat Rights and Pro	
Cross-Border I	
Mechanisms Bigger tech: So	ocial Media
Artificial Intell facial recogniti	igence (AI) /
Consumer Wei	lfare: retail
Consumer We Financial Instit	
Law Enforcem Surveillance	ent/
2022 National	Elections

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

## 4. Project Administration

NPC designates Head Executive Assistant Erwin D. Espenilla, as the Representative responsible for the coordination of activities under the contract. The Head Executive Assistant 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 "C" herein, with the highest standards of professional and ethical competence and integrity.

## 6. Confidentiality

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

#### 7. Non-Disclosure

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

The **CONSULTANT** shall sign a Non-Disclosure Agreement which shall form part of this contract.<sup>2</sup>

#### 8. Amendments

No modifications, amendments, or supplements to this Contract shall be effective for any purpose unless the same is in

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<sup>&</sup>lt;sup>2</sup> Non- disclosure Agreement dated \_\_\_\_\_

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.

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 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.

## be Engaged in **Certain Activities**

15. Consultant Not to 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 PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral part if 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.

NATIONAL PRIVACY COMMISSION:

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

National Privacy Commission

ROSANNE BERNADETTE CHUA

Project Manager Project V Media Corp.

JENSENJØY L. BALLICUD

Accountant II

Signed in the presence of:

ERWIN D. ESPENILLA **Head Executive Assistant**  ALLAN GREGORY LATAND

**ACKNOWLEDGEMENT** 

Republic of the Philippines ) S.S. City of Pasay

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		
MS. ROSSANE BERNADETTE CHUA		

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 eight (8) 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 SEA	L, this	day of	, 2021 at Pasay City, Philippines
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Doc. No.: \_\_\_\_\_ Page No.: \_\_\_\_ Book No.: \_\_\_\_ Series of 2021.