



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
Resolution No. 059-2020, Series of 2020

**RECOMMENDING THE AWARD FOR ENGAGEMENT OF SERVICE FOR THE
CONDUCT OF PROJECT MANAGEMENT SEMINAR/TRAINING**

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

WHEREAS, NPC is mandated to administer and implement the provisions of the Data Privacy Act of 2012 (DPA) and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, in order to effectively pursue its mandate, the management identified the need to conduct a project management training for its personnel, necessitating the service of a training provider;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing in the Annual Procurement Plan (APP) under APP Item No. 2020-0170 with Small Value Procurement (SVP) as the mode of procurement and an Approved Budget for the Contract (ABC) amounting Php300,000.00;

WHEREAS, the Request for Quotation (RFQ) was posted in the PhilGEPS, NPC website and NPC Bulletin Board and was sent to four (4) suppliers: Project Management Institute, Guthrie Jensen Global Training Consultant, SGS Philippines, Inc., and SAS Management, Inc., where two (2) failed to submit their quotations;

WHEREAS, the BAC received a total of seven (7) quotations, it then proceeded to evaluate the submitted quotations and determined that the lowest calculated and responsive quotation is that of SGS Philippines, Inc. at Php179,200.00, passing the technical, legal and financial requirements mandated under Republic Act No. 9184 (R.A. 9184) otherwise known as the Government Procurement Reform Act and on terms that are most favorable to the government;

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 to the Head of the Procuring Entity (HoPE), for his consideration and approval, the award of contract for a training provider for the Project Management Seminar/Training to the SGS Philippines, Inc., having the lowest calculated and responsive quotation in

the total amount of **ONE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 0/100 (Php179,200.00)**.

RESOLVED this 6th day of November 2020, through video conference meeting.

ATTEST:

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

Sgd.
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

Ragsag Jonathan
Rudolph Yandan
Digitally signed by Ragsag
Jonathan Rudolph Yandan
Date: 2020.11.11 14:25:07
+08'00'
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member


Mendoza Ma
Josefina Eusebio
Digitally signed by Mendoza Ma
Josefina Eusebio
Date: 2020.11.11 12:10:46 +08'00'
ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member

Villasoto
Ivy Grace
Torres
Digitally signed
by Villasoto Ivy
Grace Torres
Date: 2020.11.11
11:26:05 +08'00'

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

Patula Maria
Theresita Elnar
Digitally signed by Patula Maria
Theresita Elnar
Date: 2020.11.10 19:00:51 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: NOV 16 2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

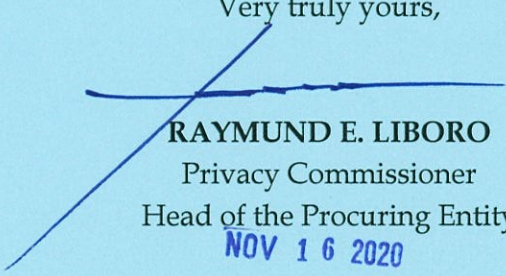
NOV 16 2020

Ms. Dana Grace B. Rutilla
Authorized Representative
SGS Philippines, Inc.
2/F Alegria Building,
2229 Chino Roces Ave., San Lorenzo,
Makati City

Dear Ms. Rutilla:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 059-2020 series of 2020, the contract for Service of a Training Provider for the Conduct of a Project Management Training amounting to **ONE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 0/100 (Php179,200.00).**, VAT inclusive, is awarded to **SGS Philippines, Inc.**, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity

NOV 16 2020

Conforme:

Ms. Dana Grace B. Rutilla
Authorized Representative
SGS Philippines, Inc.
Date: Nov. 19, 2020

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this NOV 24 2020 by and between:

NATIONAL PRIVACY COMMISSION, a 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 RAYMUND ENRIQUEZ LIBORO, hereinafter referred to as "NPC",

and

SGS PHILIPPINES, INC., with office address at 2/F Alegria Building 2229 Chino Roces Ave., San Lorenzo, Makati City, represented by its Learning Services (Non-Food and TRP) Manager DANA GRACE B. RUTILLA, and hereinafter referred to as the "Training Provider".

WHEREAS, NPC and the Training Provider shall hereafter be referred to collectively as the Parties;

WHEREAS, NPC is in need of a Training Provider to perform the functions detailed below;

WHEREAS, the Financial Planning and Management Division as end-unit submitted a Purchase Request to the Bids and Awards Committee for the engagement of such Training Provider as per existing laws and regulations;

WHEREAS, the Training Provider, representing 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 Training Provider's offer;

WHEREAS, on 16 November 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 059-2020, recommending the Award of Contract for the Conduct of Project Management Seminar/Training to *SGS Philippines, Inc.*;

WHEREAS, on 16 November 2020, the Head of the Procuring Entity issued the Notice of Award to *SGS Philippines, Inc.*;

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 Training Provider shall perform and provide any and 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 "A", which forms an integral part hereof.

2. Term

The term of the contract shall commence from 25 November until 27 November 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 RA No. 9184.)

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

3. Payment

Training Provider's Fee

As consideration for the full and faithful performance by the Training Provider of their obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Training Provider a total amount of ONE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED PESOS (Php179,200.00) 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 Training Provider. 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.

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

- 4. Project Administration** NPC designates Susana O. Abada, as the Representative responsible for the coordination of activities under the contract. The OIC-Chief of FPMD shall be responsible for acceptance of the deliverables/ Accomplishment Report submitted by the Training Provider prior to payment.
- 5. Performance Standard** The Training Provider undertakes to perform the services detailed in Annex "A," with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** The Training Provider 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 Training Provider, which the Training Provider 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 Training Provider shall sign a Non-Disclosure Agreement and shall form 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** NPC may, by written notice of suspension to the training provider, suspend all payments to the consultant if the training provider 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 Training Provider to remedy such failure within a period not exceeding thirty

¹ Non-disclosure Agreement dated _____



(30) days after receipt by the Training Provider 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 Training Provider, 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 Training Provider 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 Training Provider 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 Training Provider prior to the delay; b) As a result of force majeure, the Training Provider 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 Training Provider's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The Training Provider fails to perform any other obligation under the contract.

The Training Provider 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 Training Provider's notice specifying such breach.

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

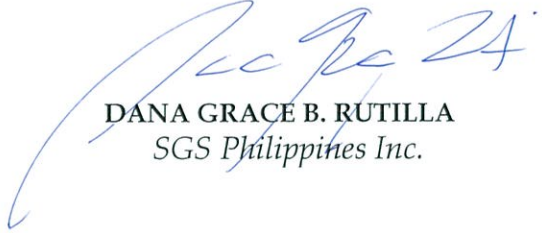


12. Relationship	This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the Training Provider is an independent contractor and shall not be considered as an employee of NPC.
13. Dispute Resolution	<p>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.</p> <p>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.</p>
14. Ownership of Material	All articles, plans, studies, reports or other materials prepared by the Training Provider for NPC under the Contract shall exclusively belong to and remain the property of NPC.
15. Training Provider Not to be Engaged in Certain Activities	The Training Provider agrees that, during the term of this Contract and after its termination, the Training Provider and any entity/individual affiliated with the Training Provider, 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 Training Provider will be responsible for taking out any appropriate insurance coverage.
17. Assignment	The Training Provider 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


DANA GRACE B. RUTILLA
SGS Philippines Inc.

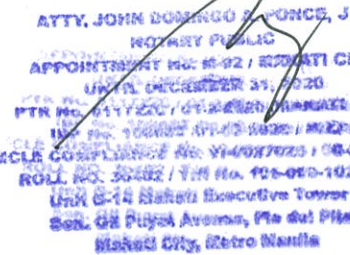
Signed in the presence of:

ACKNOWLEDGEMENT

NOV 24 2020

BEFORE ME, A NOTARY PUBLIC FOR AND IN THE CITY OF MAKATI THIS _____ DAY
OF _____ 20____ PERSON(S) _____ EXHIBITING TO
ME COMPETENT EVIDENCE OF _____
SIGNED ON _____ AND _____ TO ME AND TO ME KNOWN TO
BE THE SAME PERSON WHO EXECUTED THE SAID INSTRUMENT AND ACKNOWLEDGED
TO ME THAT THE SAME IS THEIR OWN FREE AND VOLUNTARY ACT AND DEED

Doc. No. 191
Page No. 20 ;
Book No. 191 ;
Series of 2020


ATTY. JOHN DOMINGO S. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT NO: 8-92 / MAKATI CITY
UNTIL DECEMBER 31, 2020
PTR No. 011720 / 01-2018 MAKATI CITY
CLE No. 100002 APT-02-0000 / 0020
ICLR COMPLIANCE No. Y14087020 / 08-09-2019
ROLL No. 30402 / TRN No. 102-050-102-000
UNIT 8-14 Sakani Executive Tower 3
Sect. 02 Pineda Avenue, Pte del Pilar,
Makati City, Metro Manila



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

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

NOV 24 2020

The **National Privacy Commission**, represented by
Privacy Commissioner RAYMUND ENRIQUEZ LIBORO
hereinafter referred to as the "**NPC**"

and

SGS Philippines Inc., represented by **DANA GRACE B. RUTILLA** hereinafter referred to as the "**Training Provider**"

The undersigned **Training Provider** 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 **Training Provider** on the occasion of his employment/assignment with the **NPC**, under any circumstances whether deliberate or accidental, and from any sources, whether verbal, written or recorded (such as sound recordings, photographs, films, etc.), regardless of whether it was provided before or after the date of execution of this Agreement, except for the following:

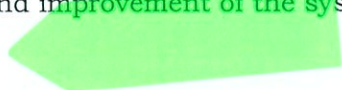
- a) Information that is generally known to the public;
- b) Information that is currently or subsequently becomes generally available to the public through no wrongful act of the **NPC** or any of its **Training Provider**
- c) Information that is known and possessed by the **Training Provider** prior to the disclosure to the **Training Provider** 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 **Training Provider**, 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 **Training Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Training Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Training Provider** and the **NPC**, pursuant to Section 8 of Republic Act No. 10173 or the "Data Privacy Act of 2012" and shall disclose confidential information only to the **NPC's** commissioners, directors and division chiefs, and, to the extent necessary for the effective performance of his duty, to the rank-and-file staff and other persons contracted by the **NPC** for examination and **improvement of the systems** and other processes.

Handwritten signature in blue ink.



The **Training Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Training Provider** was given access even after the term, employment or contract has ended, as provided for in Section 12 of the Implementing Rules and Regulations of the Data Privacy Act of 2012.

In the event of disclosure and dissemination of confidential information to **NPC** commissioners, directors, officers, staff, or other persons contracted to do specific duties, the **Training Provider** 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 **Training Provider** shall return to the NPC all data, information, documents, materials and other property, in relation to the employment with the **NPC**, which are in the possession, control and custody of the **Training Provider** and which are obtained during the **Training Provider's** term, employment or contract. The **Training Provider** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Training Provider** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Training Provider** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Training Provider** 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 **Training Provider** accidentally makes an unauthorized disclosure of any confidential information, the **Training Provider** 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 **Training Provider** 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 **Training Provider /S** of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Training Provider /S** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Training Provider** 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 **Training Provider**.

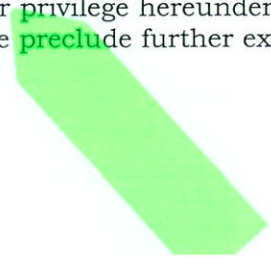
The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Training Provider** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **Training Provider's** obligation to maintain confidentiality or any violation of this Agreement.

6. FAILURE TO EXERCISE RIGHTS SHALL NOT CONSTITUTE AS WAIVER

No failure or delay by the Parties in exercising any right, power or privilege hereunder shall constitute waiver or estoppel nor will any single or partial exercise preclude further exercise thereof.

7. TERMINATION

See page 17



This Agreement will automatically terminate on the date of cessation of employment from or contract with the **NPC** of the **Training Provider**. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

8. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the law of the Republic of the Philippines. All applicable laws and regulations shall be deemed read into this Confidentiality Agreement.

9. MISCELLANEOUS

This Agreement will inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties. Neither party may assign its rights and delegate its obligations under this Agreement without the other party's written consent.

If any provision of this Agreement shall hereafter be held to be invalid or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which, it shall be severed from this Agreement with the balance of this Agreement continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other case or circumstances, or of rendering invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law.

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


RAYMUND ENRIQUEZ LIBORO

PRIVACY COMMISSIONER
National Privacy Commission


DANA GRACE B. RUTILLA

TRAINING PROVIDER

Signed in the presence of:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)
MAKATI CITY

MAKATI CITY

NOV 24 2020

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

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO	S0012461A	25 OCTOBER 2017/ MANILA
DANA GRACE B. RUTILLA	0011320	06 April 2018 / Manila

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.

NOV 24 2020

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

Doc. No. 90
Page No. 19
Book No. 191
Series of 2020

ATTY. JOHN DOMINIC A. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT No. 94-82 / MAKATI CITY
UNTL. DECEMBER 31, 2020
PTR No. 8117220 / 01-2-8020 / MAKATI CITY
RFP No. 108885 / 01-03-2020 / RURAL
MCLE COMPLIANCE No. VI-9027020 / 08-28-2019
ROLL NO. 36482 / TWR No. 106-898-102-000
Unit 8-14 Makati Executive Tower 3
Sen. Gil Puyat Avenue, Pte del Fiter,
Makati City, Metro Manila