



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
BAC Resolution No. 103-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR ENGAGEMENT OF
ISO CERTIFICATION0020(ISO CERTIFYING BODY)**

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, pursuant to Executive Order No. 605 series of 2007 "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program amending for the purpose Administrative Order No. 161, s. 2006" mandates all government institutions to have a quality management system;

WHEREAS, to implement the same, there is a need to engage the services of third-party certification body to assess and certify the quality management systems and procedures that were developed and established by the NPC;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing in the FY 2020 Continuing Appropriations (RA 11520), programmed under the NPC FY 2020 APP - Continuing with Item No. 2020-0198 and with an Approved Budget for the Contract (ABC) amounting to Php500,000.00;

WHEREAS, Section 53.9 of the Implementing Rules and Regulations (IRR) of R.A. 9184 recognizes Small Value Procurement (SVP) as a mode of procurement for goods where the amount does not exceed One Million Pesos (Php1,000,000.00);

WHEREAS, a Request for Quotation (RFQ) was posted in the PhilGEPS website, NPC website, and the NPC bulletin board, and was likewise sent to suppliers via electronic mail, namely: TUV NORD Philippines, Inc., TCSI (Philippines), SGS Philippines, Inc., SOCOTEC Certification Philippines, Inc., TUC SUD, and TUV Rheiland. From the suppliers that were sent a quotation, only SOCOTEC Certification Philippines, Inc. submitted a quotation at the price of Php418,096.00 making it the single calculated and responsive bid;

WHEREAS, Atty. Maria Theresita E. Patula, the BAC Chairperson is the end user of the subject procurement item, being the Quality Management Representative (QMR) of NPC. The BAC Vice Chairperson presided in recommending the award of contract for ISO Certification (ISO Certifying Body);



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

WHEREAS, the BAC, upon evaluation of the submitted eligibility documents, found that SOCOTEC Certification Philippines, Inc. compliant and eligible;

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 engagement of ISO Certification (ISO Certifying Body) to SOCOTEC Certification Philippines, Inc. having the single calculated and responsive quotation in the total amount of **Two Hundred Sixty-Three Thousand Five Hundred Fifty-Six Pesos (Php263,556.00)** subject to presentation of its original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 14th day of October 2021 via videoconference meeting.

ATTEST:


Digitally signed by
Espenilla Erwin
Dejucos
Date: 2021.10.20
22:46:16 +08'00'
ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member


Digitally signed by Narag
Aurelle Dominic Espita
Date: 2021.10.22 08:30:47
+08'00'
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member

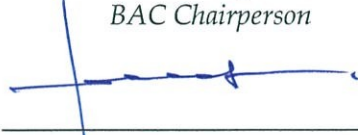
on official business
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

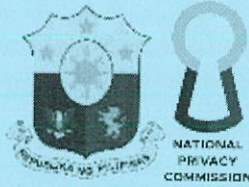

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Mendoza Ma Josefina
Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member


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Villasoto Ivy Grace Torres
Date: 2021.10.20 15:27:21
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ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

Patula Maria Theresita
Elnar
Digitally signed by Patula Maria
Theresita Elnar
Date: 2021.10.20 11:41:42 +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 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

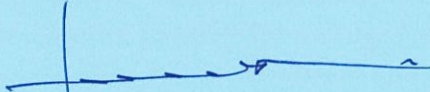
NOV 16 2021

Mr. Edward Allen Valerio
Marketing Officer
Socotec Certification Philippines, Inc.
2nd Floor JD Tower, Commerce Avenue,
Madrigal Business Park, Ayala Alabang,
Muntinlupa City

Dear **Mr. Valerio**:

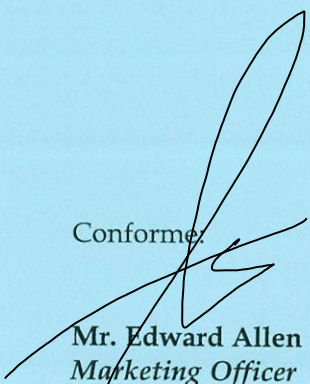
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 103-2021 series of 2021, the contract for the ISO Certification (ISO Certifying Body) amounting to Two Hundred Sixty-Three Thousand Five Hundred Fifty-Six Pesos (Php263,556.00), VAT inclusive, is awarded to SOCOTEC Certification 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 2021

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

Conformed:


Mr. Edward Allen Valerio
Marketing Officer
Socotec Certification Philippines, Inc.
Date: **November 22, 2021**

Ref No.: 103-2021

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

MEMORANDUM OF AGREEMENT FOR THE ISO CERTIFICATION (ISO CERTIFYING BODY)

KNOW ALL MEN BY THESE PRESENTS:

MUNTINLUPA CITY

This AGREEMENT is made and entered into in _____, _____ City, Philippines, 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, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, represented herein by its **PRIVACY COMMISSIONER, RAYMUND E. LIBORO**, (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

The **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, a corporation existing under and by virtue of the laws of the Philippines, with office address at the **2F JD TOWER COMMERCE AVE., MADRIGAL BUSINESS PARK AYALA, ALABANG, MUNTINLUPA CITY 1770**, represented herein by its **Operations Director, GILMORE A. RIVERA**, (hereinafter referred to as "SCPI" or the "SERVICE PROVIDER");

NPC and The Service Provider be known as PARTIES.

WITNESSTH that:

WHEREAS, NPC will procure and engage a Third-Party Certification Body to assess and certify the Quality Management System and procedures developed and established by NPC.

WHEREAS, SCPI is eligible and willing to provide the services as defined and set forth in the Terms of Reference (TOR). A Copy of the Terms of Reference is hereto attached and made an integral part of this Agreement.

WHEREAS, this item was recommended for award thru Small Value Procurement pursuant to the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184).

WHEREAS, on 23 September 2021 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php500,000.00, A copy of the CAF is hereto attached and made an integral part of this Agreement.

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC resolution No. 103-2021, series of 2021 dated 14 October 2021 and thereafter the NPC Privacy Commissioner/Head of the Procuring Entity (HOPE) issued on 16 November 2021 the Notice of Award to Service Provider.

WHEREAS, the SERVICE PROVIDER shall provide any and all that is necessary indicated in the Technical Specifications to deliver the GOODS/SERVICES specified in the TOR.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Prior to the conduct of the said activity, an **Audit Itinerary** is to be submitted and received by the **Quality Management Representative (QMR)**, one week before the scheduled audit that will include the following activities:

1.1.1 Audit of the NPC's management system documentation

1.1.2 Evaluation of NPC's locations and site-specific conditions and to undertake discussion with NPC personnel

1.1.3 Determination of NPC's preparedness for the Stage 2 Audit and focus for planning for Stage 2

1.1.4 Review of NPC's status and understanding, regarding the standard's requirements

1.1.5 Collecting necessary information regarding the NPC's scope, processes and locations, and related statutory and regulatory aspects and compliance

1.1.6 Evaluate if the Internal Audits and Management Review are being planned and performed, and that the level of implementation of the management system substantiates that the NPC is ready for the Stage 2 Audit

1.1.7 Identify any areas for potential improvement of the management system

The activity will result in a **document review on-site written report** to be given to the QMR and concerned Offices/Division/Units on the day of the document review audit and an off-site report that will include generic positive suggestions and/or opportunities for improvement, if necessary.

1.2 On-site Stage 2 Audit:

Prior to the conduct of the said activity, an **Audit Itinerary** is to be submitted and received by **SCPI**, one week before the scheduled audit that will include the following activities:

1.1.1 Interview and discussion with NPC personnel (to be nominated by the NPC)

1.1.2 Selective sampling of required system documentation and records;

1.1.3 Observation of implemented policies;

1.1.4 Gathering of objective evidence of effective implementation;

The activity will result in a **document review on-site written report** to be given to the QMR and concerned Offices/Division/Units on the day of the document review audit and an off-site report that will include generic positive suggestions and/or opportunities for improvement, if necessary.



1.3 Awarding of ISO 9001:2015 Certificate

The minimum processing, approval and release period for an ISO 9001:2015 certificate shall not go beyond 31 December 2021 from the receipt and approval of corrective actions for non-conformance(s) raised in the stage2/certification audit.

1.4 Other add-on services from SCPI:

1.4.1 Entitlement to regular updates to the relevant Systems Standards as they become available.

1.4.2 Complimentary **SCPI** ISO 9001:2015 Certificate Logo to be sent through e-mail which can be affixed by the NATIONAL PRIVACY COMMISSION on their business cards, letterheads and marketing materials and other suitable collaterals as **NPC** may deem proper.

1.4.3 ISO 9001:2015 stickers

1.6.4 In rating the performance of the audit team, a Client Satisfaction Survey shall be given by the **SCPI** and **NPC** upon completion of each visit.

1.4.5 To ensure fair auditing, a copy of the Appeals and Complaints procedure will be given to the **NPC**.

Article 2 - Relationship Between the Parties

2.1 Coordination with the SCPI and NPC

SCPI shall coordinate fully with and report directly to the Quality Management Representative or its authorized representative.

2.2 Independent Contractor

Nothing contained herein shall be construed as establishing or creating an employer-employee between the **PARTIES**. it being understood that the position of **SCPI** and anyone else performing the **SERVICES** is that of an independent contractor.

Article 3 - Undertakings of the NPC

3.1 Access to the Project

NPC warrants that upon request of **SCPI**, it shall:

3.1.1 Assist in ensuring peaceful, secure and safe working conditions for **SCPI** and its **PERSONNEL**.

3.1.2 Provide access to the site, upon prior notice by **SCPI**, to conduct certification and surveillance audits.

3.1.3 Give **SCPI** thirty (30) days advance notice in the event of cancellation, postponement or change in schedule.

3.2 Data, Materials, Services, and Facilities

SCPI shall be responsible for all expenses incurred in obtaining the data, materials and services and facilities necessary to fulfill its duties under this Agreement. However, it would be the responsibility of **NPC** to provide access in obtaining the information relevant to the execution of the **SERVICES**.

3.3 Liabilities and Indemnity



3.3.1 SCPI shall defend, indemnify and hold NPC harmless, from and against all loses, expenses and claims for death of or personal inquiry to SCPI's officers, employees, servants or agents, or third parties and for damage to or loss of properties arising out of or in any way connected with the execution of the SCPI's SERVICES under this MOA.

3.3.2 SCPI shall be solely responsible for and pay and shall defend, indemnify and hold the NPC harmless against any and all taxes on income, profit or gain imposed by any governmental or taxing authority on SCPI or any of its employees or NPC in respect of any payment made to or earned by SCPI or any or its employees pursuant to this MOA.

Article 4 - Rights, Duties and Liabilities of SCPI

4.1 Standard of Services

SCPI shall fulfill its obligations under this MOA by using its technical knowledge and according to the best-accepted professional standards.

SCPI shall exercise all reasonable skill, care and diligence in the discharge of its duties agreed to be performed and shall always work in the best interest of NPC. SCPI shall provide personnel with adequate qualifications and experience and of such number as may be required for the fulfillment of the SERVICES.

Moreover, SCPI shall:

4.1.1 Provide qualified auditors to conduct audits in the name of SCPI (Note: The Audit Team may use external experts as necessary);

4.1.2 Have no member of the audit team who has provided consultancy services for NATIONAL PRIVACY COMMISSION or who has been a former NATIONAL PRIVACY COMMISSION employee within two (2) years prior to the audit;

4.1.3 Have at least one auditor of the certification Audit Team participate in all audits of the three-year audit cycle;

4.1.4 Seek written approval from NATIONAL PRIVACY COMMISSION prior to replacement of any Audit Team member.

4.2 SCPI shall not, without the prior written consent of NPC, in any way assign, transfer, pledge or make any disposition of this MOA or any part thereof.

4.3 Proprietary Right of the NPC to Records / Materials

4.3.1 All reports and relevant data and other supporting records or materials compiled or prepared in the course of the performance of the SERVICES shall be the absolute property of NPC and shall not be in any way used by SCPI for purposes unrelated to this MOA even after the termination or completion of the services rendered by SCPI and shall not be disclosed by the latter, his agents or personnel to any third party through any means without the prior written approval of NPC. Such documents, whether original or photocopy, shall be turned over to NPC upon completion or termination of the MOA.

4.3.2 SCPI agrees:

4.3.2.1 To keep all information secured in connection with or as a result of performing the services in strict confidentiality; and



4.3.2.2 Not to divulge or permit its employees, agents or sub-contractors to divulge such information or any part thereof to any party other than NPC. Such confidentiality shall survive the termination of the SERVICES.

4.4 A project schedule will be agreed upon between NPC and SCPI before the start of SCPI's engagement. The project schedule will take NPC's considerations and SCPI's experience into account. Although actual implementation does usually deviate slightly from the schedule, the rate at which the project progresses is highly dependent on NPC implementing the system.

4.4 A project schedule will be agreed upon between NPC and SCPI before the start of SCPI's engagement. The project schedule will take NPC's considerations and SCPI's experience into account. Although actual implementation does usually deviate slightly from the schedule, the rate at which the project progresses is highly dependent on NPC implementing the system.

4.5 After proper investigation, SCPI shall not be held liable for any delay in project implementation that is not directly attributable to SCPI's failure to perform its duties as outlined in the project schedule.

4.6 Either party agrees that it will not entice or induce away staff from the other party during the course of the engagement and for a period of one (1) year after conclusion of the engagement.

4.7 The failure of either party to perform its obligations under this engagement shall not subject such party to any liability if such failure is caused or is occasioned by an act of God, public enemy, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes, or other labor unrest, interruption due to delay in transportation, compliance with any other regulation or request of the government of competent jurisdiction or department, agency or committee thereof, or by any of other event or circumstance of like or different character to the foregoing beyond the reasonable control of the party so failing to perform.

Article 5 - Cost and Payments

5.1 Summary of Costs

Activity	Php Fees	Milestones/Deliverables
Application Fee	28,000.00	upon receipt of the Notice to Proceed (NTP)
Stage 1 Audit	235,556.00	Upon submission of the following: 1. Audit Reports 2. Issued ISO Certificate Delivery of services shall not go beyond December 15, 2021
Stage 2 Audit		
TOTAL (tax inclusive)	263,556.00	Completed



5.2 Payments

NPC shall pay SCPI the sum of TWO HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED FIFTY SIX PESOS (PHP263,556.00) INCLUSIVE OF 12% VAT in accordance with the above Summary of Fees. 

5.3 Payment Terms

5.3.1 Application, Transition, re-certification Audit Fee shall be invoice: Upon receipt of Invoice from **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, payment shall be made upon submission of Audit Reports and Issuance of ISO Certificate.

5.3.2 Payment shall be supported by Certificate of Acceptance of Output duly accepted by the QMR or his authorized representative.

5.4 No Indirect Payments

The fee of **SCPI** charged to **NPC** shall constitute their only remuneration and neither **SCPI** nor its **PERSONNEL** shall accept any trade commission, discount or interest payments or other considerations in relation to this MOA or in relation to the discharge of their obligations hereunder.

Article 6 - Miscellaneous

6.1 Authorized Representative

Any action required or permitted to be taken and documented required or permitted to be executed under this MOA may be taken or executed (a) on behalf of **NATIONAL PRIVACY COMMISSION** by **PRIVACY COMMISSIONER RAYMUND E. LIBORO** and (b) on behalf of **SOCOTEC Certification Philippines, Inc.**, by **GILMORE A. RIVERA**.

6.2 Notice or Request

Any notice or request to be given or made under this MOA shall be in writing and shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, telex, cable or telegram to the party, to which it is required to be given or made at such party's address below or at such other address as either party shall have specified in writing.

6.3 Arbitration Clause

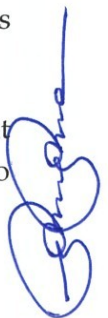
In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted 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.

6.4 General Provisions

6.4.1 This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.

6.4.2 In the course of the undertaking between **NPC** and **SCPI**, any data received by the latter from the **NPC** shall be treated as confidential information, which may not be



department or agency. Further, should there be any data containing personal and sensitive personal information received by SCPI from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

6.4.3 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 WITNESS WHEREOF, the parties have set their hands this ^{DEC 01 2021} ____ day of _____, 2021 at _____.

FOR THE
NATIONAL PRIVACY COMMISSION

RAYMUND E. LIBORO
Privacy Commissioner

JENSEN JOY L. BALLICUD
Accountant II

FOR
SOCOTEC CERTIFICATION PHILIPPINE, INC.

GILMORE A. RIVERA
Operations Director

SIGNED IN THE PRESENCE OF:

Valerio, Edward Allen C.
Marketing officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

MUNTINLUPA CITY

Before me, A Notary Public for and in the City of MUNTINLUPA CITY personally appeared the following:

NAME	ID NO.	DATE/PLACE ISSUED
RAYMUND E. LIBORO	[REDACTED]	[REDACTED]
GILMORE A. RIVERA		


Known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented herein.

This instrument consists of xx (xx) pages including this page where the Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this DEC 01 2021, 2021 at _____

MUNTINLUPA CITY
NOTARY PUBLIC

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Book No. 18
Series of 2021 A


ERNESTO C. PEREZ II
Notary Public for Muntinlupa City
Notarial Commission No. 20-018
Until December 31, 2021
Roll of Attorney No. 44982
IBP Lifetime Member No. 02637, Cavite
MCLE Compliance No. VI-0024580, Valid Until 04.14.24
PTR No. 2124175, 01.04.2021, Trece Martires City, Cavite





Republic of the Philippines
NATIONAL PRIVACY COMMISSION

TERMS OF REFERENCE

ENGAGEMENT OF SERVICE FOR ISO CERTIFICATION (CERTIFYING BODY)

I. BACKGROUND

The National Privacy Commission ("NPC" or the "Commission") is an independent body mandated to administer and implement the Data Privacy Act of 2012 (DPA), and to monitor and ensure compliance of the country with international standards set for data 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. This involves streamlining of processes and minimizing requirements.

Executive Order No. 605 series of 2007, "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program, amending for the Purpose Administrative Order No. 161, s. 2006" mandates that all government institutions to have a Quality Management System. The said EO was strengthened by the directive of President Rodrigo R. Duterte that all government agencies must secure the trust and confidence of all its stakeholders, especially the Filipino citizens.

QMS refers to the organizational structure, responsibilities, procedures, processes, and resources needed to implement quality management. This standard specifies requirements for a quality management system when an organization: needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements; and aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements. All the requirements of ISO 9001:2015 are generic and are intended to be applicable to any organization, regardless of its type or size, or the products and services it provides.

The NPC will procure and engage a Third-Party Certification Body to assess and certify the Quality Management System and procedures developed and established by the NPC. The main purpose and objective of this procurement is be certified by the accredited ISO certifying body in the Philippines.

II. OBJECTIVES

The overall objective of the engagement is to provide independent confirmation that NPC QMS for ISO 9001:2015 requirements, and if found compliant, issue the corresponding Certification.

Meeting the following specific objectives is expected to contribute to the attainment of the primary objectives of the NPC ISO 9001:2015 QMS, which are to (1) conduct initial audits (Stage 1 and 2) of NPC QMS based on ISO 9001:2015 Standard; and (2) conduct surveillance audits within a three-year period after NPC ISO 9001:2015 QMS gains certification. (Note: It should be taken note of that surveillance audits are subject to new procurement for each of next two (2) years).

IV. SCOPE OF WORK

The Certification Audits shall cover the NPC QMS the said Third Party Certification Audit shall involve the following activities:

1. Conduct ISO 9001:2015 Certification Audits of NPC QMS, as follows:
 - a. Stage 1 Audit – ISO 9001:2015 QMS adequacy and readiness review; and
 - b. Stage 2 Audit – ISO 9001:2015 QMS implementation audit.
2. Issue ISO 9001:2015 Certificate to NPC QMS upon satisfactory compliance to the Standard and Certification requirements.

V. CLIENT'S RESPONSIBILITY

On behalf of NPC, the Quality Management Representative (QMR) or his duly designated representative, shall evaluate the quality of work delivered by the Certifying Body based on this TOR to ensure the quality and relevance of work being conducted, and based on this, shall issue a written project acceptance/approval, retention, or discontinuance.

The following comprise the general expectations from NPC, as client:

1. Prior to any execution of activities related to this Terms of Reference, the NPC Quality Management System (QMS) Team shall convene a meeting between the representatives of the Certifying Body and the Quality Management System (QMS) Team point persons to be assigned to handle this project. A close anchoring and monitoring of all the activities as indicated herein shall be undertaken by the QMR;



2. The QMR and the QMS Secretariat shall be responsible for providing technical assistance for the project. They shall closely coordinate with the representatives of the Certifying Body in the conduct of the audit and other related certification activities, including monitoring of the progress of the various tasks;
3. The QMR, the QMS Teams, and the QMS Secretariat shall cooperate in the conduct of audit activities, ensuring that the process owners and concerned officials and staff are available on the scheduled dates of audits. For any request for change or cancellation of schedule, however, at least a one (1) week notice shall be given and the said change/adjustment shall be made based on mutual agreement by both parties; and

VI. CERTIFYING BODY'S RESPONSIBILITY

The Certifying Body shall provide information that indicates experience, educational/ training qualifications, and capacity to undertake the work outlined herein, within the specified timelines. As part of this, the Certifying Body is expected to provide an indication of public QMS-related engagements, as well as QMS certification audit engagements that are currently committed, ongoing or completed. This will be considered in the assessment of the Certifying Body's QMS-related qualification.

The Certifying Body undertakes to perform the Audit with the highest standards of professional and ethical competence and integrity.

The following are the general expectations from the Certifying Body:

1. Commitment to treat with utmost confidentiality, all information and materials gathered and used relating to this engagement or the Client's business or operations;
2. Preparation of the Certification Audit Plan, as the case may be, with schedule of activities for the entire duration of the engagement. The representatives from the Certifying Body shall coordinate with the QMR, through the QMS Secretariat, regarding any changes on the dates of audit schedules or any delay in the activities related to ISO certification;
3. Adherence to certification audit schedule/appointment and any changes or adjustments of schedules as may be agreed upon. For any request for change or cancellation of schedule, however, at least a one (1) week notice shall be given and the said change/adjustment shall be made based on mutual agreement by both parties;



4. Provision of information on any conflicts of interest and proposed approach to the resolution thereof;
5. The duly authorized representative of the Certifying Body shall submit an audit report after conducting the certification audit, as the case may be, on mutually agreed schedules; and
6. The Certifying Body shall continue to perform the necessary tasks at no additional cost to NPC, except the amount provided in this TOR, until the issuance of the ISO 9001:2015 Certificate to NPC QMS.

VII. CERTIFYING BODY'S QUALIFICATION REQUIREMENTS

The Certifying Body shall show proof or sample work to support the following qualification requirements:

A. Qualification and Competencies

1. The Certifying Body must be duly accredited by the Department of Trade and Industry- Philippine Accreditation Bureau (DTI-PAB) with PNS ISO/IEC 17021-1:2015 to provide QMS certification to ISO 9001:2015 for L75: Public Administration. Furthermore, the Certifying Body shall have a locally SEC-registered office accredited to both the DTI-PAB and an international accreditation body;
2. The Certifying Body must have the following:
 - a. Minimum of five (5) years of experience in conducting ISO QMS audits/certification; and
 - b. Minimum of three (3) ISO QMS government certification projects conducted.
3. The Certifying Body shall field a team (1 lead auditor and at least 4 auditors) with the following qualifications:

Criteria for Technical Evaluation	Qualifications
<u>Lead Auditor</u>	<ul style="list-style-type: none"> • Degree relevant to the job. • At least five (5) similar projects (that is, ISO QMS Certification for government institutions); and at least 5 relevant projects (that is, ISO QMS Certification for private companies).

<u>Audit Team Members</u>	<ul style="list-style-type: none"> • Degree in relevant to the job. • At least three (3) similar projects (that is, ISO QMS Certification for government institutions); and at least 3 relevant projects (that is, ISO QMS Certification for private companies).
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VIII. APPROVED BUDGET

The services of the Certifying Body will be engaged for until 31 December 2021. The project is expected to commence upon receipt of the Notice to Proceed. The approved budget is Five Hundred Thousand Pesos (PHP 500,000.00) inclusive of all taxes and other charges imposed under applicable laws.

IX. MODE OF PROCUREMENT

The Mode of Procurement shall be Small Value Procurement

X. DELIVERABLES AND TERMS OF PAYMENT

1. The following services and outputs will be expected from the Certifying Body to be submitted/delivered to NPC with the timelines specified below and based on the agreed general Work Plan:

Activity	Output	Timeline*
A. Preparation of certification audit plan	Stage 1 Audit Plan Stage 2 Audit Plan	Within 10 days upon CB's receipt of the Notice to Proceed (NTP)
B. Conduct certification Audits	Stage 1 Audit conducted Stage 2 Audit conducted	Within Month 1 upon receipt of NTP
C. Preparation of audit reports	Stage 1 Audit report Stage 2 Audit report	Within Month 1 upon receipt of NTP
D. Evaluation of correction/ corrective and preventive actions	Acceptance Report of Correction/Corrective and Preventive Actions	Within Month 2 upon receipt of NTP**
E. Issuance of ISO 9001:2015 certificate***	ISO 9001:2015 Certificate	Within Month 3 upon receipt of NTP

Notes: *Changes in the project schedule shall be allowed subject to NPC's approval.

**Subject to actual submission of correction/corrective and preventive action report.

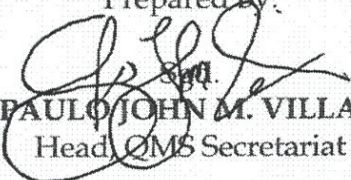
***Subject to satisfactory results of assessment audit.

2. Payment shall be made in two (2) installments upon completion of each of the following milestones and submission of the required deliverables:

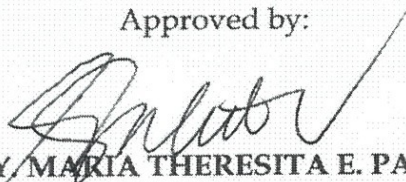
Activity/Deliverable	Payment
A. After the submission of Stage 2 Audit Report	50%
B. After Certification Audit and Issuance of ISO 9001:2015 Certificate Valid for Three (3) Years	50%

Each payment shall be supported by a Certificate of Satisfactory Service based on the work rendered comprising the actual outputs as certified by the Certifying Body and duly accepted by the QMR or his authorized representative.

Prepared by:


PAULO JOHN M. VILLAR
Head, QMS Secretariat

Approved by:


ATTY. MARIA THERESITA E. PATULA
Director IV, Legal and Enforcement Office
Quality Management Representative
07 October 2021





Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 07 December 2021

Edward Allen Valerio
Socotec Certification Philippines, Inc.
2nd Floor JD Tower, Commerce Ave.
Madrigal Business Park, Ayala Alabang,
Muntinlupa City

Dear Mr. Valerio:

Notice is hereby given to **Socotec Certification Philippines, Inc.** for the commencement of the procurement for the **ISO Certification (ISO Certifying Body)** 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,

RAYMUNDE E. LIBORO
Privacy Commissioner

I acknowledge receipt of this notice on _____
Name of the authorized representative of the Bidder Valerio, Edward Allen C.
Signature of the authorized representative

December 9, 2021

Ref No.: ADMIN-21-00940

NPC_FAO_ASD_NTP-V1.0, R0.0, 19 August 2021