



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE  
Resolution No. 099-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF  
ANALYTICAL DECISION MAKING AND PROBLEM-SOLVING SKILLS  
(APP ITEM NO. 2021-0225)**

**WHEREAS**, the National Privacy Commission (*NPC* or *Commission*) is an independent body mandated to administer and implement Republic Act No. 10173 of the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

**WHEREAS**, in order to develop its personnel on analytical decision making and problem-solving skills, by systematically identifying the problem and analyze situations comprehensively to arrive at the best decision and solution that aligned with business priorities, the Human Resource Development Division (HRDD) of the NPC sought to procure the conduct an In-House Learning and Development Program entitled Training on Analytical Decision Making and Problem-Solving Skills in a synchronous mood to be conducted online via MS Teams;

**WHEREAS**, on 9 September 2022 a Certification of Availability of funds for the above mentioned procurement was issued, and has been confirmed to be existing as APP Item No. 2021-0225 (Analytical Decision Making and Problem-Solving Skills), amounting to One Hundred Fifty Thousand Pesos (P150,000.00) chargeable against Training Expenses (GAS-MOOE) under the FY 2021 Continuing Appropriations (RA 11640), programed under NPC CY 2021 Continuing APP with Item No. 2021-0225;

**WHEREAS**, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act" (RA 9184), recognizes Small Value Procurement as a method of procuring goods where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR, provided, that in case of goods, the procurement does not fall under shopping in Section 52;

**WHEREAS**, on 04 October 2022 a Request for Quotation (RFQ) was posted in the PhilGEPS website, the NPC website, and the NPC bulletin board in addition to sending the request to the following suppliers: Spartan Allied Services Management Inc.; Center for Empowerment Seminars; and People Dynamics, Inc.;

**WHEREAS**, three (3) suppliers sent their price quotations and eligibility documents: Holistic Development and Training Co.; East Sherpa Management Training and Consulting Services and PMF Professional Advancement and Continuing Education;

*The original of this document (containing only the BAC member's signature) is in digital format*  
Ref No.: BAC-22-00480 NPC\_BAC\_RESO-V1.0, R0.0, 05 May 2021

5<sup>th</sup> Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307  
URL: <https://www.privacy.gov.ph> Email Add: [info@privacy.gov.ph](mailto:info@privacy.gov.ph) Tel No. 8234-2228

WHEREAS, the submissions were sent to the end-user and to the NPC - Bids and Awards Committee Technical Working Group (BAC TWG), for assessment and comments. A copy of the assessment from the end-user is attached as Annex "A".

WHEREAS, on 13 October 2022, the National Privacy Commission - Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotations and identified that East Sherpa Management Training and Consulting Services passed the technical, legal, and financial requirements mandated under RA 9184 and its IRR, and determined that it submitted the lowest calculated and responsive quotation from among all the above-mentioned suppliers at a bid price of Php 96, 000.00;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC - BAC hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the procurement of **Analytical Decision Making and Problem-Solving Skills to East Sherpa Management Training and Consulting Services** for having the lowest calculated and responsive quotation in the total amount of **Ninety Six Thousand Pesos (Php 96, 000.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 13<sup>th</sup> day of October 2022 via combination of videoconference meeting.

ATTEST:



Digitally signed  
by Milanes Rainier  
Anthony Mabias

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

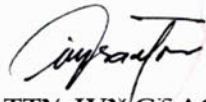


Digitally signed  
by Mendoza Ma  
Josefina Eusebio

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

*On official business*

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



Digitally signed  
by Ivy Grace T.  
Villasoto

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



Digitally signed by  
Patula Maria Theresita  
Elnar

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

Approved:



**ATTY. JOHN HENRY D. NAGA**  
*Privacy Commissioner*  
*Head of the Procuring Entity*

Date: 12 1 OCT 2022

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

Ref No.: BAC-22-00480

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

5<sup>th</sup> Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: [info@privacy.gov.ph](mailto:info@privacy.gov.ph) Tel No. 8234-2228





Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

## NOTICE OF AWARD

OCT 21 2022

**AL MARCIAL C. BENGCO**

*East Sherpa Management Training and Consulting Services*

Dear **Mr. BENGCO**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 099-2022 series of 2022, the contract for procurement of Analytical Decision Making and Problem-Solving Skills (APP Item No. 2021-0225) amounting to Ninety Six Thousand Pesos (Php 96, 000.00) VAT inclusive, is awarded to East Sherpa Management Training and Consulting Services, 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

Date: 21 OCT 2022

Conforme:

**MR. AL MARCIAL C. BENGCO** OCT 27 2022

*East Sherpa Management Training and Consulting Services*

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this NOV 10 2022 by and between:

The **NATIONAL PRIVACY COMMISSION**, a government agency mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection, with office address at 5th Floor Delegation Building, PICC Complex, Roxas Blvd, Pasay, Metro Manila, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA**, hereinafter referred to as the "NPC" or the "COMMISSION");

and

**EAST SHERPA MANAGEMENT TRAINING AND CONSULTING SERVICES**, existing under and by virtue of the Philippines with [REDACTED] represented herein by **MR. AL MARCIAL C. BENGCO** and hereinafter referred to as the "Provider".

NPC and the Provider shall hereafter be referred to collectively as the **Parties**.

**WITNESSETH, that:**

**WHEREAS**, the NPC needs a Provider to conduct a training program that would train and equip NPC employees to develop foundation of analytical decision making and systematic identification of problem and analyze situations comprehensively to arrive at the best decision and solution;

**WHEREAS**, the NPC has resorted to Negotiated Procurement-Small Value Procurement pursuant to Section 53 of Republic Act No. 9184 (Government Procurement Reform Act) and Sections 53.9 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184 (Updated as of 31 March 2021);

**WHEREAS**, Small Value Procurement may be resorted to in the Procurement of Goods, Infrastructure Projects and Consulting Services, where the amount involved does not exceed the threshold prescribed in the Implementing Rules and Regulations of R.A. No. 9184 (Updated as of 31 March 2021);

**WHEREAS**, the Human Resources Development Division (HRDD) has justified to the Bids and Awards Committee the engagement of such Analytical Decision Making and Problem-Solving Skills Provider as per existing laws and regulations;

**WHEREAS**, the **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 **Provider's** offer;





WHEREAS, on 9 September 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php 150,000.00. A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement.

WHEREAS, on 21 October 2022, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 099-2022, Series of 2022, recommending the Award of Contract for Analytical Decision Making and Problem Solving Skills to EAST SHERPA MANAGEMENT TRAINING AND CONSULTING SERVICES;

WHEREAS, on 21 October 2022 the Head of the Procuring Entity issued the Notice of Award to EAST SHERPA MANAGEMENT TRAINING AND CONSULTING SERVICES;

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 **Provider** shall **provide sixteen (16) hours of training** including all that is necessary to carry out the services required in the contract. The details of the services, scope of work, duties, and responsibilities, among others, appear in the attached Scope of Work, herein attached as **Annex "B"**, which forms an integral part hereof.

2. **Term**                              The term of the contract shall commence **within Thirty (30) days from receipt of Notice to Proceed and shall be completed on or before 15 December 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 (Updated as of 31 March 2021).

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. Service Provider's Fee

As consideration for the full and faithful performance by the **Provider** 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 **Provider** a total amount of **Ninety Six Thousand Pesos (Php96,000.00)** 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 **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.

B. Payment of Services

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



- i. Certificate of Acceptance of Output.
- ii. Deliverables

% of Contract Cost	Activity	Deliverables/Output
100%	Completion of the conduct Training	Submission of the following: <ul style="list-style-type: none"> <li>• Attendance Sheet</li> <li>• Training Certificates</li> <li>• Training Modules/Materials</li> <li>• Training Speaker's Profile</li> <li>• Pre and Post Training Assessment</li> <li>• Terminal Report</li> <li>• Recording of Session</li> </ul>
100%	Total:	Php96,000.00

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

**4. Project Administration**

NPC designates **Ms. ROSALY B SANTOS** as the Representative responsible for the coordination of tasks and deliverables under the contract. The Human Resources Development Division (HRDD) shall be responsible for the acceptance of the deliverables/ Accomplishment Report submitted by the **Provider** prior to payment.

**5. Performance Standard**

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

**6. Confidentiality**

The **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 **Provider**, which the **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 **Provider** shall sign a Non-Disclosure Agreement and shall form part of this contract.<sup>1</sup>

**8. Amendments**

No modification, amendment, or supplement to this Contract shall be effective for any purpose unless the same is in writing and signed by both parties.

**9. Suspension of Contract**

The NPC may, by written notice of suspension to the **Provider**, suspend all payments to the **Provider** if he fails to perform any obligation due to his own fault or due to *force majeure* or other circumstances beyond the control of either party. Such notice of suspension shall: a) Specify the nature of the failure; and b)

<sup>1</sup> Non- disclosure Agreement dated NOV 10 2022



Request the **Provider** to remedy such failure within a period not exceeding thirty (30) days from receipt by the **Provider** of the notice of suspension.

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

#### 10. Termination of Contract

The **NPC**, by written notice sent to the **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 (Updated as of 31 March 2021), the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

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

The **NPC** may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the **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 **Provider** prior to the delay; b) As a result of force majeure, the **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 **Provider's** receipt of the notice from **NPC** stating that the circumstance of force majeure is deemed to have ceased; or c) The **Provider** fails to perform any other obligation under the contract.

The **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 **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 **Provider** 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 **Provider** 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 **Provider** agrees that, during the term of this Contract he/she 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**. The **Provider** shall not engage in activities that are prejudicial to the interests of the **NPC**.
- 16. Insurance** The **Provider** will be responsible for taking out any appropriate insurance coverage.
- 17. Assignment** The **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

EAST SHERPA MANAGEMENT  
TRAINING AND CONSULTING  
SERVICES

By:



ATTY. JOHN HENRY D. NAGA  
Privacy Commissioner

By:



AL MARCIAL C. BENGCO  
Provider



JENSEN JOY L. BALLICUD  
Accountant III

Signed in the  
Presence of:



ROSALY B. SANTOS

Signature over Printed Name

Signature over Printed Name

[Acknowledgment page follows].



ACKNOWLEDGMENT

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

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

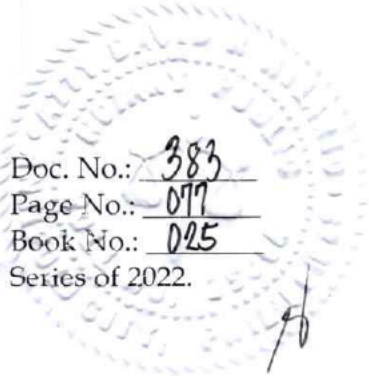
NAME	COMM. TAX CERT. NO. or Copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA		
MR. AL MARCIAL C. BENGCO		

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

This instrument consists of six (6) pages including this page wherein this Acknowledgment is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at Pasay City, Philippines  
**ANTIPOLO CITY**  
**NOV 10 2022**

Doc. No.: 383  
Page No.: 077  
Book No.: 025  
Series of 2022.



**ATTY. DAVID R. HILARIO**  
**NOTARY PUBLIC**  
For Antipolo, Taytay, Garita, Rizal  
PTR OR No. 8234873 01/04/22, Antipolo Rizal  
IBP OR No. 171750 01/04/22, Pasig City  
Rol. of Attorney No. 25060  
MCLE Compliance-EXEMPTED  
Commission until Dec 31, 2022  
G/F Super 8 Masinag, Marcos H-way  
Brgy. Mayamot, Antipolo City



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on NOV 10 2022  
in Pasay City, Philippines, by and between:  
**ANTIPOLO CITY**

The **National Privacy Commission**, represented by *Privacy Commissioner* **ATTY. JOHN HENRY D. NAGA** hereinafter referred to as the "**NPC**"

and

The **EAST SHERPA MANAGEMENT TRAINING AND CONSULTING SERVICES**, represented by **Mr. AL MARCIAL C. BENGCO**, hereinafter referred to as the "**Provider**".

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

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

**2. OBLIGATION TO MAINTAIN CONFIDENTIALITY**

The **Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Provider**, 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.

The **Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Provider** was given access even after the term of contract has ended, as provided for in the Data Privacy Act of 2012, its IRR and other issuances.

A handwritten signature in black ink, appearing to be the initials 'A' or 'AB', is located at the bottom right of the page.



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 **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 **Provider** shall return to the **NPC** all data, information, documents, materials and other property, in relation to the contract with the **NPC**, which are in the possession, control and custody of the **Provider** and which are obtained during the **Provider** 's term, employment or contract within **15 calendar days** upon termination of the contract. The **Provider** shall not retain copies or duplicates of the abovementioned property.

### 4. NOTICE OF DISCLOSURE

In the event that the **Provider** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **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 **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 **Provider** accidentally makes an unauthorized disclosure of any confidential information, the **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 **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 **Provider** /s of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Provider** /s responsible for the breach.

### 5. REMEDIES FOR VIOLATION OF AGREEMENT

The **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 **Provider**.

The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Provider** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **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. GOVERNING LAW

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



**8. MISCELLANEOUS**

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

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

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

**NATIONAL PRIVACY COMMISSION**

**EAST SHERPA MANAGEMENT  
TRAINING AND CONSULTING  
SERVICES**

By:



**ATTY. JOHN HENRY D. NAGA**

*Privacy Commissioner*

By:



**MR. AL MARCIAL C. BENGCO**

*Provider*

**Signed in the Presence of:**

  
**ROSALY B. SANTOS**

*Signature over Printed Name*

*Signature over Printed Name*

[Acknowledgment page follows.]



ACKNOWLEDGMENT

Republic of the Philippines )  
Pasay City )  
**ANTIPOLO CITY** )

**ANTIPOLO CITY**  
**NOV 10 2022**  
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
ATTY. JOHN HENRY D. NAGA	[REDACTED]	
MR. AL MARCIAL C. BENGCO	[REDACTED]	

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.

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

Doc. No. 384  
Page No. 017  
Book No. 025  
Series of 2022

*[Signature]*  
**ATTY. DAVID F. HILARIO**  
**NOTARY PUBLIC**  
For Antipolo, Taytay, Calanta, Rizal  
PTR OR No. 8234873 01/04/22, Antipolo Rizal  
IBP OR No. 171750 01/04/22, Pasig City  
Roll of Attorney No. 25060  
MCLE Compliance-EXEMPTED  
Commission until Dec 31, 2022  
G/F Super 8 Masinag, Marcos H-way  
Brgy. Mayamot, Antipolo City



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: NOV 16 2022

**Al Marcial C. Bengco**

*Provider*


East Sherpa Management Training and Consulting Services

Dear Mr. Bengco:

Notice is hereby given to **East Sherpa Management Training and Consulting Services** for the commencement of the procurement for the **ANALYTICAL DECISION MAKING AND PROBLEM-SOLVING SKILLS** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms 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 DU NAGA**  
Head of the Procuring Entity/  
Privacy Commissioner

I acknowledge receipt of this notice on \_\_\_\_\_  
Name of the authorized representative of the Bidder MR. AL MARCIAL C. BENGCO  
Signature of the authorized representative \_\_\_\_\_

Ref No.: ADMIN-22-01312

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