



BIDS AND AWARDS COMMITTEE
BAC Resolution No. 079-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
SURVEILLANCE AUDIT (ISO CERTIFYING BODY)**

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

WHEREAS, 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;

WHEREAS, the NPC is required to comply with Executive Order No. 605 series of 2007 or "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program, amending for the purpose Administrative Order No. 161, s. 2006" which mandates all government institutions to have a Quality Management System (QMS);

WHEREAS, Memorandum Circular No. 2019-1 issued by the Inter-Agency Task Force on the Harmonization of National Government Performance Monitoring, Information, and Reporting Systems requires the submission of ISO 9001:2015 QMS Certification to the Government Quality Management Committee as one of the conditions for the grant of Performance-Based Bonus set forth under EO No. 201, s. 2016;

WHEREAS, SOCOTEC Certification Philippines Inc. issued NPC's International Organization for Standard (ISO) 9001:2015 Certification on December 31, 2021;

WHEREAS, in order to assess NPC's Year 2 implementation of its Quality Management Systems (QMS) after the issuance of its ISO 9001:2015 Certification, the procurement and engagement of a third-party certifying body, SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.) to conduct a Surveillance Audit is necessary;

WHEREAS, the mode of procurement is Direct Contracting because NPC already has an existing ISO 9001:2015 Certification issued by SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.) and the Surveillance Audit for this year (Year 2 of the ISO 9001:2015 implementation under said certification) needs to be conducted by the same accredited certifying body;

WHEREAS, the procurement has a Certificate of Availability of Funds (CAF) and is confirmed to be existing in the FY 2023 Appropriations, programmed under NPC CY 2023 APP with the Item No. 2023-0047 and with Approved Budget for the Contract (ABC) amounting to Php 150,000.00;

WHEREAS, a Request for Quotation was sent to SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.);


WHEREAS, pursuant to such request, SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.) sent its quotation with a total bid price of Php 116,480.00 which is well within the ABC;

WHEREAS, upon due evaluation, SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.) has been determined to be the single calculated and responsive quotation;

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 for the procurement of **SURVEILLANCE AUDIT (ISO CERTIFYING BODY)** to **SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.)** in the total amount of Php 116,480.00.


RESOLVED this 06th day of October 2023, via combination on on-site and videoconference meeting.


ATTEST:

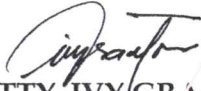

Digitally signed
by Villar Paulo
MR. PAULO JOHN M. VILLAR
Head, QMS Secretariat
End-user/Provisional Member

On Official Business
MR. ERWIN D. ESPENILLA
HEA, OPC
BAC Member

On Official Business
ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member

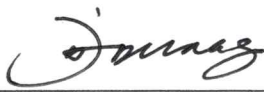

Digitally signed by
Fabricante Marlon
Ruben Natividad
MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member


Digitally signed
by Mendoza Ma
Josefina Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member


Digitally signed
by Ivy Grace T.
Vilasoto
ATTY. IVY GRACE T. VILASOTO
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: OCT 24 2023



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD

Date Issued: **OCT 24, 2023**

[REDACTED]
SOCOTEC Certification Philippines, Inc.
(formerly AJA Registrars, Inc.)
2F JD Tower, Commerce Ave., Madrigal Business Park
Ayala Alabang, Muntinlupa City

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 079-2023 series of 2023, the contract for procurement of **SURVEILLANCE AUDIT (ISO CERTIFYING BODY)** amounting to **One Hundred Sixteen Thousand Four Hundred Eighty Pesos (PhP116,480.00)** VAT inclusive, is awarded to **SOCOTEC Certification Philippines, Inc. (formerly AJA Registrars, Inc.)** 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

Digitally signed
by Medula Joan
Therese Caragay

OCT 24, 2023 *9th*

Conforme:

[REDACTED]
SOCOTEC Certification Philippines, Inc.
(formerly AJA Registrars, Inc.)

Date: **OCT 26 2023**



NOTICE TO PROCEED

Date Issued: 17 NOV 2023

[REDACTED]
SOCOTEC Certification Philippines, Inc.
(Formerly: AJA Registrars, Inc.)
2F JD Tower, Commerce Ave., Madrigal Business Park
Ayala Alabang, Muntinlupa City

Dear [REDACTED]

Notice is hereby given to **SOCOTEC CERTIFICATION PHILIPPINES, INC. (FORMERLY: AJA REGISTRARS, INC.)** for the commencement of the procurement for the **SURVEILLANCE AUDIT (ISO CERTIFYING BODY)** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Memorandum of Agreement.

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

Very truly yours,


ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity/Privacy Commissioner

I acknowledge receipt of this notice on 20 NOV 2023
Name of the authorized representative of [REDACTED]
Signature of the authorized representative [REDACTED]

**MEMORANDUM OF AGREEMENT FOR THE SURVEILLANCE AUDIT
(ISO CERTIFYING BODY)**

KNOW ALL PERSONS BY THESE PRESENTS:

This **AGREEMENT** is made and entered into in MUNTINLUPA CITY, _____ City, Philippines, 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, Vicente Sotto Avenue, Pasay City, Metro Manila, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA**, (hereinafter referred to as the "**NPC**" or the "**COMMISSION**"),

- and -

The **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, (formerly: **AJA Registrars, 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 [REDACTED] (hereinafter referred to as "**SCPI**" or the "**SERVICE PROVIDER**");

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

WITNESSTH that:

WHEREAS, 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 departments and agencies of the Executive branch to adopt a Quality Management System as part of the implementation of a government-wide quality management program;

WHEREAS, to strengthen compliance to E.O. No. 605, NPC intended to procure and engage a Third-Party Certification Body to provide independent confirmation of National Privacy Commission - ISO 9001:2015 certification for the Second year based on ISO 9001:2015;

WHEREAS, the **NPC** has resorted to Direct Contracting pursuant to Section 50 of the 2016 *Revised Implementing Rules and Regulations of Republic Act 9184 (Government Procurement Reform Act)*¹;

WHEREAS, Direct Contracting may be resorted to by the End-user when the procurement of critical components from a specific manufacturer, supplier or distributor is a condition precedent to hold a contractor to guarantee its project performance, in accordance with the provisions of his contract;

WHEREAS, the End-user has justified to NPC Bid and Awards Committee, which was approved by Head of the Procuring Entity, the procurement of an ISO Certifying Body through Direct Contracting;

¹ Updated as of 3 July 2023

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 as Annex "A" and made an integral part of this Agreement.

WHEREAS, on 05 September 2023 the NPC Accountant issued Certification of Availability of Funds (CAF) amounting Php150,000.00. A copy of the CAF is hereto attached as Annex "B" and made an integral part of this Agreement;

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC resolution No. 079-2023, series of 2023 dated 06 October 2023 and thereafter the NPC Privacy Commissioner/Head of the Procuring Entity (HoPE) issued on 24 October 2023 the Notice of Award to Service Provider;

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

Article 1 - Scope of Services

The **SERVICE PROVIDER** shall provide services and outputs as specified and enumerated in the Terms of Reference, which will become an integral part of this agreement. The ISO 9001:2015 2nd Surveillance Audit shall cover the NPC QMS Third Party Certification Audit:

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 with a 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 Fifteen (15) days 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 **SCPI** shall submit an audit report after conducting the certification audit, as the case may be, on December 15, 2023, or any mutually agreed schedules;
6. The **SCPI** shall continue to perform the necessary tasks at no additional cost to the **NPC** except the amount provided in the TOR, until the issuance of the ISO 9001:2015 Certification to NPC QMS.

Article 2 - Relationship Between the Parties

2.1 Coordination with the SCPI and NPC

SCPI shall coordinate fully with and report directly to **NPC's** Quality Management Representative or its authorized representative. *A*

2.2 Independent Contractor

Nothing contained herein shall be construed as establishing or creating an employer-employee relationship 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** Fifteen (15) days advance notice in the event of cancellation, postponement or change in schedule, in accordance with Republic Act 9184, its Implementing Rules and Regulations and other issuances.

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 losses, expenses, and claims for death of or personal injury to **SCPI's** officers, employees, 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 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 of its employees pursuant to this MOA. **SCPI** shall defend, indemnify, and hold the **NPC** harmless against said tax obligations.


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 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 to fulfill the services.

Moreover, **SCPI** shall:



4.1.1 Provide One (1) qualified Lead auditor and at least Four (4) qualified Audit Team members to conduct audits in the name of **SCPI** (Note: The Audit Team may use external experts as necessary at no additional cost from the **NPC**);

Criteria for Technical Evaluation	Qualifications
Lead Auditor	<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)
Audit Team Members	<ul style="list-style-type: none">• Degree relevant to the job• At least three (3) similar projects (that is, ISO QMS Certification for government institutions); and at least three (3) relevant projects (that is, ISO QMS Certification for private companies)

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

4.1.3 Seek written approval from the **NPC** 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, 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**'s implementing the system.

4.5 Either **PARTY** agrees that it will not entice or induce staff from the other party during the engagement and for one (1) year after the conclusion of the engagement.

4.6 The failure of either **PARTY** to perform its obligations under this agreement 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 event or circumstance of similar character to the foregoing, or of a different character but beyond the reasonable control of the **PARTY** so failing to perform.

Article 5 - Deliverables and Payments

5.1 Summary of Deliverables

The engagement is for Two (2) months which shall not go beyond December 31, 2023 which shall commence upon issuance of the Notice to Proceed.

Activity	Output/Deliverables	Timeline*
A. Preparation of Surveillance Audit Plan	Surveillance Audit Plan	Within 10 days upon SCPI's receipt of the Notice to Proceed (NTP)
B. Conduct Surveillance Audits	Surveillance Audit conducted	Within 30 days upon receipt of NTP
C. Preparation of Audit Reports	Surveillance Audit Report	Within 15 days upon completion of the and Surveillance Audit
D. Evaluation of correction/corrective and preventive actions	Acceptance Report of Correction/Corrective and Preventive Actions	Within 45 days upon receipt of NTP**
E. Confirmation of ISO 9001:2015 Certification for Year 2	Certificate of Confirmation of ISO 9001:2015 Certification for Year 2	On or before 31 December 2023

Indicative delivery dates may be adjusted upon request from and approval of NPC. However, the contract shall be completed on or before 31 December 2023.

*Subject to actual submission of corrective and preventive action

**Subject to satisfactory results of assessment audit.

5.2 Payments

The NPC shall pay SCPI the sum of **ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED EIGHTY PESOS (PHP116,480.00) INCLUSIVE OF 12% VAT.**

5.3 Payment Terms

5.3.1 Payment shall be made upon completion of each milestone and upon submission of the required deliverables:

Activity/Deliverables	Payment
A. Surveillance Audit for the 2 nd year	100 %
B. Submission of all Audit Reports	
C. Issuance of Certificate of Confirmation of ISO Certification	

5.3.2 Payment shall be made upon receipt of Sales Invoice/Billing Statement/Statement of Account submitted by the **SPCI**.

5.3.1 Payment shall be supported by 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.

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 ATTY. JOHN HENRY D. NAGA** and (b) on behalf of **SOCOTEC Certification Philippines, Inc.**, by [REDACTED]

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 under Republic Act No. 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 or from the other shall be treated as confidential information, which may not be disclosed to any person without authority from the other or the relevant Government 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) and other issuances.

6.4.3 The **PARTIES** agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents concerning this procurement are deemed an integral part of this Agreement.

NOV 10 2023

IN WITNESS WHEREOF, the PARTIES have set their hands this ____ day of _____, 2023 at
MUNTINLUPA CITY

FOR THE
NATIONAL PRIVACY COMMISSION

FOR
SOCOTEC CERTIFICATION PHILIPPINES, INC.


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


JOHANA CARLA T. GOMEZ
Accountant II

SIGNED IN THE PRESENCE OF:


ATTY. MARIA THERESITA E. PATULA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MUNTINLUPA CITY) S.S

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

NAME	ID NO.	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA		

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 NOV 10 2023, 2023 at MUNTINLUPA CITY.

Doc. No. 002
Page No. 02
Book No. X
Series of 2023

NOTARY PUBLIC

ERNESTO C. PEREZ II
Notary Public for Muntinlupa City
Notarial Commission No. 22-012
Until December 31, 2023
Roll of Attorneys No. 44962
IBP Life Member No. 000219 Cavite 11 26 01
MCLE Compliance No. VI-0024580
Valid Until 04 15 2024
PTR No. 6086310-0013 23 Indang Cavite
Unit 703 Richville Corporate Centre
1314 Commerce Avenue, Extn. Madrigal Business Park
Ayala Alabang, Muntinlupa City