



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

NOTICE OF AWARD

23 May 2019

WARREN R. BITUIN
Partner
SyCip Gorres Velayo & Co.
6760 Ayala Avenue
Makati City


Dear **Mr. Bituin**:

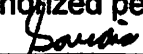
This is to inform you that your bid for the Procurement of Consultancy Services for the Conduct of Training and Transfer of Knowledge of the Privacy Impact Assessment, Creation of Privacy Management Program, Crafting of Privacy and Data Protection Management and Data Breach Management with the amount of **Nine Million Seventy-Two Thousand Pesos Only (Php 9,072,000.00)** has been recommended by the Special Bids and Awards Committee of the Philippine Statistics Authority.

Our staff/End-User will coordinate with you for the details of the requirements. May we request for you to send an original contract to the PSA as soon as it completely processed. The corresponding contract shall be signed between the parties afterwards.

We hope to have a fruitful and successful engagement with you.

Truly yours,


JOSIE B. PEREZ
Assistant Secretary
Officer-in-Charge
Head of Procuring Entity

I acknowledge receipt of this Notice on 5/24/2019
Name of authorized person: NIXON C. GARALS
Signature: 


BAYAN/DFMB



REPUBLIC OF THE PHILIPPINES

PHILIPPINE STATISTICS AUTHORITY

NOTICE TO PROCEED

30 AUG. 2019

WARREN R. BITUIN

Partner

SyCip Gorres Velayo & Co.

6760 Ayala Avenue

Makati City

Dear **Mr. Bituin**:

In consideration of the Notice of Award dated 23 May 2019 and the Contract signed by the parties, this Notice is given to you for the Procurement of Consultancy Services for the Conduct of Training and Transfer of Knowledge of the Privacy Impact Assessment, Creation of Privacy Management Program, Crafting of Privacy and Data Protection Management and Data Breach Management in the amount of **Nine Million Seventy-Two Thousand Pesos Only (Php 9,072,000.00)**, inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority.

Truly yours,

CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary

National Statistician and Civil Registrar General

Head of Procuring Entity

I acknowledge receipt of this Notice on 8/30/2019
Name of authorized person: WARREN R. BITUIN
Signature: [Handwritten Signature]



Management
System
ISO 9001:2015
www.tuv.com
ID 9108640991



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 938-5267
www.psa.gov.ph

CONTRACT AGREEMENT

This CONTRACT AGREEMENT ("Contract") is made and entered into this AUG 29 2019 at Quezon City, Philippines by and between:

The **PHILIPPINE STATISTICS AUTHORITY (PSA)**, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila, herein duly represented by its Undersecretary, **CLAIRE DENNIS S. MAPA, Ph.D.**, and hereinafter referred to as the "**PROCURING ENTITY**",

And

SYCIP GORRES VELAYO & CO. (SGV), a general professional partnership duly organized and existing under the laws of the Republic of the Philippines, with principal address at 6760 Ayala Avenue, Makati City 1226, herein represented by **Mr. WARREN R. BITUIN¹**, and hereinafter referred to as the "**CONSULTANT**",

The PROCURING ENTITY and CONSULTANT are also hereinafter collectively referred to as the PARTIES and individually referred to as PARTY.

WITNESSETH:

WHEREAS, it is a declared policy of the Republic of the Philippines to establish a single national identification system referred to as the "Philippine Identification System" or "PhilSys" for all citizens and resident aliens of the country under Republic Act No. 11055 or the Philippine Identification System Act. The PSA is the leading implementing agency to carry out its provisions.

WHEREAS, Republic Act No. 10173 or the Data Privacy Act of 2012 declares that the State recognizes its inherent obligation to ensure that personal information in information and communications systems in the government and in the private sector are secured and protected;

WHEREAS, National Privacy Commission Circular 16-01 mandates that among the responsibilities of a government agency engaged in the processing of personal data is to conduct a Privacy Impact Assessment (PIA) and create privacy and data protection policies in the agency;

WHEREAS, in compliance with the requirements set forth by RA 10173, the PSA invited Bids for "Consultancy Services for the Conduct of Training and Transfer of Knowledge of the Privacy Impact Assessment, Creation of Privacy Management Program, Crafting of Privacy and Data Protection Management and Data Breach Management" (the "Services") for the PhilSys Registry Office.

WHEREAS, the CONSULTANT has participated and submitted a Bid Proposal for the above-mentioned Services;

¹ Attached herein is a copy of the Secretary's Certificate dated 25 June 2019 as **ANNEX "A"**.



WHEREAS, the PROCURING ENTITY has accepted the Bid of the CONSULTANT for the said Services in the total amount of **NINE MILLION SEVENTY-TWO THOUSAND PESOS (PHP 9,072,000.00)**.

WHEREAS, the Special Bids and Awards Committee (SBAC) issued Resolution No. 19-025 dated 08 May 2019 approving the result of the post-qualification and recommendation of the SBAC Technical Working Group (SBAC-TWG) recommending the award of contract to the CONSULTANT. A copy of the SBAC Resolution is hereto attached as **ANNEX "B"** and SBAC-TWG Evaluation Report dated 26 April 2019 is hereto attached as **ANNEX "C"**;

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby enter into this Contract under the following terms and conditions:

SECTION I. SCOPE²

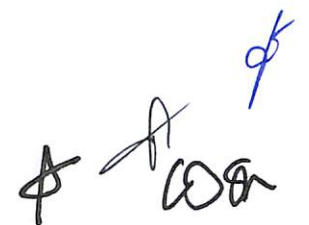
The CONSULTANT shall provide the following services:

- A. Conduct the Privacy Impact Assessment (PIA), which includes identification of all vulnerabilities of the PhilSys;
- B. Create a Privacy Management Program (PMP), which will cover all the processes as identified in the PhilSys;
- C. Craft a Privacy and Data Protection Management (PDPM) and Data Breach Management (DBM) modules including the modules on the development of data privacy and data protection policies and guidelines and steps to be taken in case of security incidents (also covers data breaches);
- D. Evaluate and identify gaps after the conduct of the PIA, PMP, PDPM, and DBM and make recommendations (need for further PIA, regularity of conducting the PIA, regularity of review of the PMP and other privacy documents, etc.);
- E. Do capacity building and transfer of knowledge to the PhilSys Registry Office (PRO) officials and personnel in relation to the PIA; and
- F. Prepare and submit the following reports/manuals:
 1. PIA Report;
 2. PMP and Privacy Manual;
 3. PDPM Manual; and
 4. DBM Manual.

SECTION II. TERM

This Contract shall be effective for **six (6) months**, specifically from 01 September 2019 to 29 February 2020.

² Terms of Reference Section III.



SECTION III. CONSIDERATION

The total approved amount for this Contract is **NINE MILLION SEVENTY-TWO THOUSAND PESOS (Php 9,072,000.00)**. This amount is inclusive of the local taxes, which we have estimated at Nine Hundred Seventy-Two Thousand Pesos (PHP 972,000.00).The payment of which is subject to the usual government accounting and auditing requirements, and in accordance with the following schedule³:

Contract Milestones	% of the Total Budget
<p>Conduct of the Privacy Impact Assessment (PIA) (output /deliverable #1), which will:</p> <ul style="list-style-type: none">• Identify, assess, evaluate and manage the risks represented by the processing of personal data for the PhilSys;• Assist the PSA as Personal Information Controller (PIC) in preparing the records of its processing activities and maintaining its Privacy Management Program (PMP);• Facilitate compliance by PSA with the Data Privacy Act (DPA), its IRR and other applicable issuances of the National Privacy Commission (NPC), by determining:<ul style="list-style-type: none">• its adherence to the principles of Transparency, Legitimate Purpose and Proportionality;• its existing Organizational, Physical and Technical security measures relative to its data processing systems;• the extent by which it upholds the rights of data subjects; and• Aid PSA in addressing privacy risks by allowing it to establish a control framework	30%
<p>Creation of the Privacy Management Program (PMP) (output/deliverable #2) to:</p> <ul style="list-style-type: none">• help PSA as PIC build a robust privacy infrastructure supported by an effective On-going Review and Monitoring Process to facilitate compliance with the law, its IRR and other Commission issuances;• minimize the risks of privacy breaches, maximize the ability to address underlying problems and reduce the damage arising from the breaches;• demonstrate commitment to building trust with employees and clients through open and transparent information policies and practices.	30%

³Terms of Reference Section IX.

[Handwritten signatures and initials]

Crafting of the Privacy and Data Protection Management (PDPM) and the Data Breach Management (DBM) Modules (<i>output/deliverable #3</i>) for the creation of policies and procedures on: <ul style="list-style-type: none"> The creation of a Data Breach Response Team (DBRT) which may or may not include the Data Protection Officer (DPO); Implementation of proper and appropriate Security Measures and Privacy Policies; Implementation of an Incident Response Procedure (IRP); and Mitigation of Possible Harm and other Negative Consequences of a Data Breach 	20%
Evaluation and Identification of gaps after the conduct of the PIA, PMP, PDPM and DBM and recommendations need for further PIA, regularity of conducting the PIA, regularity of review of the PMP and other privacy documents, etc.	10%
Training and Transfer Knowledge	10%

In consideration of the payments to be made by the PROCURING ENTITY to the CONSULTANT, the latter hereby covenants with the PROCURING ENTITY to execute and complete the consulting services and remedy any defects therein in conformity with the provisions of this Contract in all respects.

SECTION IV. DOCUMENTS FORMING INTEGRAL PART OF THE CONTRACT

The following documents are attached to and form an integral part of the Contract:

- Terms of Reference **ANNEX "D"**
- Bid Data Sheet **ANNEX "E"**
- Special Conditions of the Contract **ANNEX "F"**
- General Conditions of Contract **ANNEX "G"**
- Request for Expression of Interest **ANNEX "H"**
- Instructions to Bidders **ANNEX "I"**
- Bid Forms **ANNEX "J"**
- Eligibility Data Sheet **ANNEX "K"**
- Supplemental Bid Bulletins No. 1 - 3 **ANNEX "L"**
- Eligibility requirements, documents, and/or statements **ANNEX "M"**
- Performance Security **ANNEX "N"**

- Notice of Award of Contract and the Bidder's conforme thereto **ANNEX "O"**
- SGV Statement of Work and General Terms and Conditions **ANNEX "P"**

SECTION V. CONFIDENTIALITY

For a period of two years after the expiration of this Contract, the CONSULTANT shall not engage, and shall cause its personnel not to divulge or release information the business of the PROCURING ENTITY on which they advised the latter under this Contract, in the activity of an adviser (directly or indirectly) for purposes of conducting the PIA for the Philippine Identification System. The CONSULTANT also agrees that its affiliates shall be disqualified for the same period of time from engaging in the said activities.

Except with the prior written consent of the PROCURING ENTITY, the CONSULTANT and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the CONSULTANT and its personnel make public the recommendations formulated in the course of, or as a result of the Services.

For purposes hereof, confidential information includes any information or knowledge acquired by the CONSULTANT and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

Unless prohibited by applicable laws, the CONSULTANT may disclose related information of the PROCURING ENTITY to other EY Firms, EY Persons and third parties providing services on the former's behalf who may collect, use, transfer, store or otherwise process it (collectively 'Process') in the various jurisdictions in which they operate for purposes related to the provision of the Services, such as to comply with regulatory requirements, to check conflicts, for quality, risk management, or financial accounting purposes and/or for the provision of other administrative support services (collectively 'Process Purposes'). The CONSULTANT shall be responsible in maintaining the confidentiality of the PROCURING ENTITY Information, in which case, there shall be a Data Sharing Agreement between the CONSULTANT and other EY Firms, EY Persons and third parties.

SECTION VI. MISCELLANEOUS PROVISIONS

- A. Termination of Contract. The provisions under the enclosed General Conditions of the Contract shall be followed.
- B. Liquidated damages.

Where the CONSULTANT refuses or fails to satisfactorily complete the Services within the specified contract time, plus anytime extension duly granted, and is hereby breach of the contract, the CONSULTANT shall pay the PROCURING ENTITY liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach (10) percent of the contract amount, the PROCURING ENTITY shall at its own



discretion terminate the contract without prejudice to any further action it may take to recover whatever losses were incurred due to non-performance of the CONSULTANT.

- C. Ownership. All documents, materials, modules, drawings, specifications, reports, software, and designs prepared by the CONSULTANT for the PROCURING ENTITY shall become the property of PROCURING ENTITY, including any and all work covered by Intellectual Property laws and pertinent regulations thereof.

The CONSULTANT may use its own data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") in performing the Services. All the intellectual property rights in the Materials shall be owned by the CONSULTANT notwithstanding the delivery of any Reports. Provided, that all improvements or knowledge, working papers developed and materials specifically created under this Project while performing the services shall be owned by the PROCURING ENTITY,

- D. Entire Agreement. Herein PARTIES agree that this Contract contains their full agreement and supersedes all previous agreements either written or oral, if there are any. The attachments/annexes shall form an integral part of this Contract. No agreement, understanding, commitment, discussion, warranty, representation, or other covenants, whether oral or written, between the PARTIES are included in this Contract except as set forth herein.

- E. Amendments. Any change, modification, revision, extension, or amendment to the scope of services or any matter concerning this Contract, as mutually agreed upon by and between the PARTIES, shall be incorporated in a written instrument and become effective upon execution and signature of the PARTIES to this Contract.

- F. Applicable Law and Venue. This Contract shall be governed by and construed in accordance with RA No. 11055, RA No. 10173, RA No. 9184, and any other applicable laws of the Republic of the Philippines. The courts of the Republic of the Philippines shall have jurisdiction over actions arising out of this Contract and over the PARTIES, and the venue shall be Quezon City or Makati City to the exclusion of others.

- G. Settlement of Disputes. If any dispute or difference of any kind whatsoever shall arise between the PARTIES in connection with the implementation of the CONTRACT, the PARTIES shall make every effort to resolve amicably such dispute or difference by mutual agreement.

Any and all disputes arising from the implementation of this Contract not settled by mutual agreement shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.


- H. Limitation of Liability. The PARTIES agree that they shall exercise due diligence in the performance of their respective obligations, duties, and responsibilities in this Contract.

The provisions on force majeure under the General Conditions of Contract shall also be applicable.

- I. Good faith. The PARTIES undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- J. Compliance with Laws. All activities to be undertaken in the fulfillment of this Contract shall be in compliance with pertinent laws, government regulations, and international laws.
- K. Employment. There is no employer-employee relationship between the PARTIES, their employees, or their personnel, assigned to perform the Services under this Contract. The CONSULTANT shall employ and provide such qualified and experienced personnel as are required to carry out the Services under this Contract.

IN WITNESS WHEREOF, the PARTIES and their witnesses hereto voluntarily affixed their signatures this AUG 29 2019 at Quezon City, Philippines.


For PHILIPPINE STATISTICS AUTHORITY (PSA):


CLAIRE DENNIS S. MAPA, Ph.D.
Undersecretary
National Statistician and Civil Registrar General

For SYCIP GORRES VELAYO & CO. (SGV):



WARREN R. BITUIN
Partner

SIGNED IN THE PRESENCE OF:


ATTY. LOURDINES C. DELA CRUZ
Deputy National Statistician
PhilSys Registry Office
Philippine Statistics Authority


CARLO G. DIMARUCUT
Partner
SyCip Gorres Velayo & Co.

CERTIFIED AS TO AVAILABILITY OF FUNDS:


MARIA CELESTE D.L. BALANZA
Officer-in-Charge
Accounting Division of PSA

*9072.000-
2018 cont. Approp.*

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

BEFORE ME, this 1 AUG 29 2019 at Quezon City, Philippines,
personally appeared:


Names	Identification	Date and Place of Issue
CLAIRE DENNIS S. MAPA, Ph.D.	Office ID No. 098237	Quezon City 28 May 2019
WARREN R. BITUIN	Passport No. P7311885A	DFA Manila 24 May 2018

Known to me and by me known to be the same persons who executed this Contract consisting of eight(8) pages including this page, duly signed by them, representing their agencies, PARTIES and their witnesses who herein and acknowledged to me that the same is their free and voluntary act and deed.

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

NOTARY PUBLIC

Doc.No. 101;
Page No. 29;
Book No. LM;
Series of 2019.


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323525 / 1-3-19 / Q.C.
IBP LIFETIME NO. 00315
ROLL NO. 25769 / TIN 142-154-935
A: MCLE 5 Comp. 00001549; 1-22-2014
Adm Matter No. 156 / RTC-QC / 2018-2019

