

CONTRACT NO. 2019-03-3015

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this ____ day of November 2019 in Pasay City, Philippines, by and between:

THE SECURITIES AND EXCHANGE COMMISSION, herein referred to as "SEC", a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal address at Secretariat Building, PICC Complex, Pasay City, represented herein by its Human Resource and Administrative Department Director, **ROMUALD C. PADILLA**, duly authorized to sign the contract per SEC Office Order No. 270, s. of 2019 (Annex "A");

ANCILLA ENTERPRISE DEVELOPMENT CONSULTING INC., herein referred to as the "ANCILLA", a duly registered corporation with its principal address at 414-415 Civic Prime Bldg., cor. Market Drive, Filinvest Corporate City, Alabang, Muntinlupa City, herein represented by its Chief Operating Officer, **MR. MICHAEL JOHN PUANGCO**, duly authorized to sign this contract per Secretary's Certificate (Annex "B");

WITNESSETH, that

WHEREAS, the Securities and Exchange Commission (SEC) requires the services of a Learning Service Provider for the Conduct of the 2019 SEC Commission-Wide Performance Assessment;

WHEREAS, the SEC, through its Bids and Awards Committee (BAC), conducted the procurement for the consultancy project in compliance with the Section 53.9 (Negotiated Procurement-Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of RA 9184;

WHEREAS, the Request for Proposal (RFP) No. 2019-SVP-47 was posted in the SEC and PhilGEPS websites as well as in the SEC Bulletin Boards continuously for at least three (3) days starting on November 4, 2019;

WHEREAS, said RFP was sent to the following prospective bidders, namely: (1) Ancilla Enterprise Development Consulting Inc., (2) Trainstation Inc., and (3) ExeQserve Corporation;

WHEREAS, on November 8, 2019, the deadline for submission of offers, the following submitted their eligibility, technical and financial proposals;

Prospective Providers	Offers (Php)
Ancilla Enterprise Development Consulting Inc. (Ancilla)	475,000.00
Trainstation, Inc. (Trainstation)	500,000.00

WHEREAS, on the same date, after the offers were presented to the BAC, Ancilla and Trainstation's proposals were transmitted to the Technical Working Group (TWG) for evaluation and rating based on the following criteria;

Criteria	Weight
Experience and capability of the consultant	30%
Quality of Personnel	50%
Plan of Approach and Methodology	20%

WHEREAS, based on the Post-Qualification and Evaluation Report submitted by the TWG, both Ancilla and Trainstation were established to be compliant with the minimum requirements wherein Ancilla received an overall rating of 93% while Trainstation received an overall rating of 80%;

WHEREAS, Ancilla's submission was found to be the **Highest Rated and Responsive Proposal**;

WHEREAS, the BAC, through BAC Resolution No. 2019-068 dated November 14, 2019, resolved to recommend to the HRAD Director the award of Contract to Ancilla, which the latter approved;

WHEREAS, the HRAD Director approved and signed BAC Resolution No. 2019-068 and issued the corresponding Notice of Award (NOA) to Ancilla;

NOW THEREFORE, and in view of the foregoing premises and in consideration of the mutual covenants and stipulations herein set forth, the parties agreed as follows:

I. SCOPE OF WORK

For and in consideration of the compensation to be made by the SEC, Ancilla shall fully and faithfully perform the following services and/or activities, *viz.*:

1. Design a one-day Commission-wide capability-building and collaboration training program based on the general parameters to be given by the Learning Resource and Information Division (LRID) of the Human Resource and Administrative Department;
2. Conduct the training program on 28 (whole day) November 2019 (Thursday) at a venue to be provided by the SEC.
3. Manage the dynamics between and among different categories of participants (the blend of executives, senior management, junior management, technical, associate staff, contract of service personnel and representatives of the Extension Offices).
4. Submit a Terminal Report with recommendations to the SEC management (copy furnished the LRID) within 60 days after the conduct of the program.
5. Conduct follow-through activities as post-training engagement to determine whether or not the program objectives have been met.

II. DURATION

Pre-Training (Fika-han)

A half-day fika-han spearheaded by the LRID with one (1) representative from Ancilla to serve as resource person and observer will be conducted one (1) week before the training. The intent of this activity is to sell the training to formal and informal leaders among the employees. It seeks to condition the minds of the participants to prepare themselves for the organization-wide event and allows Ancilla to profile the participants and manage the expectations and apprehensions thereof.

Actual Training

The implementation of the Capability-Building and Collaboration Program will run for ONE (1) day in the specified dates in November 2019. The first day of the program will start at 3:00 in the afternoon and end at 9:00 in the evening to be handled by the SEC. The second day will start at 8:00 in the morning and end at 5:00 in the afternoon to be handled by Ancilla. The start of the program on the first day will be preceded by a briefing of facilitators and joint secretariat staff whereas the end of it shall be bookended by a debriefing of the same personnel on the second day.

Post-Training

A half-day joint preliminary assessment session with Ancilla will be arranged a week after the conclusion of the actual training to determine the achievement of the project objectives.

III. DELIVERABLES

1. Training program design and the conduct for 1 day

2. Conduct of “fika-han”
3. Training Materials and Hand-outs
4. Documentation of the program proceedings
5. Certificate of Completion for the participants
6. Joint secretariat work
7. Terminal Report
8. Knowledge transfer to LRID personnel subject to applicable limitations prescribed by law or imposed by Ancilla

IV. OBLIGATIONS/DUTIES AND FUNCTIONS

A. SEC

1. The SEC, through the LRID, shall provide the data required by the consultants for their proper assessment of the perceived problems and challenges experienced by the SEC.
2. The SEC shall provide the venue and its table and seating arrangements, the required training equipment, sound system, and training supplies and materials two (2) weeks before the conduct of the training. SEC shall ensure that the floor plan and other required facilities of the consultant have been communicated and coordinated accordingly with the venue provider.
3. The SEC shall arrange and conduct the “fika-han” to enable the consultant in determining the profile and expectations of the participants.
4. The SEC shall prepare the individual hand-outs for the participants if the master copy is provided one (1) week before the conduct of the program.
5. The SEC shall provide 50% of the secretariat staff before and during the training exercises.
6. The SEC shall provide the meals, board and lodging, and transportation for the consultants/facilitators and the participants for the ONE (1) day training program. It shall provide a work space/station for the resource person/facilitators, if necessary.
7. The SEC shall administer its own program evaluation at the end of the program.
8. The SEC shall arrange a debriefing session after the program.
9. The SEC shall arrange all the post-training activities and evaluation a month after.

B. ANCILLA

1. The consultant shall meet with the LRID to discuss matters related but not limited to the (a) problems discerned via assessments done and (b) expected results of the program.
2. The consultant shall provide the company profile and a profile of their facilitators.
3. The consultant shall provide the venue requirements (floor plan), table set-up and seating arrangements, and the required training equipment and supplies and materials during the days of the training at least two (2) weeks before the conduct of the program.
4. The consultant will capture the participants’ profile and expectations in the “fika-han” and promote the program as well.
5. The consultant shall provide the master copy of the hand-outs one week before the conduct of the program. If not able to provide on time, they shall take the responsibility of photocopying the hand-outs to be distributed to the participants on the first/second day of the program.
6. The consultant shall provide 50% of the secretariat staff needed for the administration before and during the training exercise.
7. The consultant shall run an evaluation survey jointly with SEC at the end of the program.
8. The consultant shall attend the debriefing session after the program.
9. The consultant shall attend a half-day joint post-training assessment session to be arranged by the LRID a month after the conduct of the program
10. The consultant shall submit the Terminal Report with recommendations within 60 days after the conduct of the program.

11. The consultant shall submit Certificates of Participation to SEC-LRID.
12. The consultant shall conduct a simulation activity with SEC-LRID.

V. PAYMENT TERMS

SEC shall pay Ancilla during the conduct of training 50% of the Contract Cost or the total of Two Hundred Thirty-Seven Thousand Five Hundred Pesos (Php237,500.00), inclusive of all government taxes.

The remaining 50% shall be paid upon the submission of the Terminal Report.

VI. CONFIDENTIALITY

ANCILLA agrees to hold in confidence any non-public information received by him from SEC, or any of its employees during the course of this engagement and further agrees not to disclose such information to any third party unless (i) SEC gives its prior written authorization, (ii) applicable laws require ANCILLA to disclose or otherwise reveal such information, or (iii) such information subsequently becomes part of the public domain.

SEC reserves its right of recourse, including termination of this Contract and the filing/undertaking of the necessary legal actions, against ANCILLA in the event of violation of this provision.

VII. ACCOUNTABILITY

1. ANCILLA shall have no right or authority to assume or represent the existence of any relation with SEC except in accordance with this Contract.
2. It is understood that at the end of the term, ANCILLA shall properly turn over his work assignments and all documents acquired in the performance of his duties as Consultant to SEC. The said turn over shall be evidenced by an appropriate documents, describing the nature and quantity of turned over materials, to be signed by ANCILLA and SEC or their authorized representatives. Failure on the part of ANCILLA to abide by this proper turn over provision shall be deemed a violation of this Contract, subject to the imposition of damages.

VIII. EFFECTIVITY AND TERMINATION

1. This Contract shall be valid for a period of three (3) months and effective from the date of the signing of the NOTICE TO PROCEED unless sooner terminated by either of the parties in accordance with Article VII and VIII hereof.
2. This Contract shall automatically be terminated, without the need to further notice, at the end of the term as specified above.
3. If the termination is due to breach of contract by the ANCILLA of any provision of this Contract, applicable damages shall apply.

The termination under this Article, shall only entitle the ANCILLA to the remaining amount corresponding to the actual services rendered up to the time of termination, without prejudice to applicable damages.

IX. MISCELLANEOUS PROVISIONS

1. It is expressly understood that there exists no employer-employee relationship between the herein parties, that the services rendered are not considered government service and that ANCILLA or any of its representatives is not entitled to benefits enjoyed by regular personnel of SEC.

2. ANCILLA agrees and binds itself to protect and hold free and harmless from any liability to third person for failure on the part of ANCILLA to fulfill his obligations under and pursuant to this Contract.
3. This CONTRACT may be modified or revised through written agreement between the parties herein, citing the specific clause or items to be revised or modified and the corresponding amendments.
4. Failure on the part of SEC to exact or insist upon the strict compliance by ANCILLA of the terms and conditions of this Contract shall not constitute as a waiver of any of the rights of SEC. No term or condition of this Contract shall likewise be deemed to have been relinquished or waived by unless the waiver is in writing stating expressly that it is intended to modify or waive the effect of such item or condition.
5. Should any of the terms and conditions of this Contract be held invalid or declared contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.
6. The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be in the proper court of Pasay City, Philippines.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.


**SECURITIES AND
EXCHANGE COMMISSION**
TIN: 000-190-308-000

**ANCILLA ENTERPRISE DEVELOPMENT
CONSULTING, INC.**
TIN: 001-589-019-000

By:

By:



ROMUALD C. PADILLA
HRAD Director
TIN: 170-266-059


MICHAEL JOHN PUANGCO
Chief Operating Officer
TIN: 239-445-317

SIGNED IN THE PRESENCE OF:

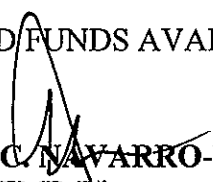
By:

By:


NOLIVIENNE C. ERMITAÑO
Witness


MS. ALYSSA MAE G. CARRERA
Witness

CERTIFIED FUNDS AVAILABLE:


ADELAIDA C. NAVARRO-BANARIA
FMD Director

ACKNOWLEDGEMENT

Republic of the Philippines)
Pasay **MAKATI CITY**) S. S.

BEFORE ME, a Notary Public for and in the City of Pasay on this 26 day of NOV 2019, personally came and appeared the following and presenting competent evidence of identity, as follows:

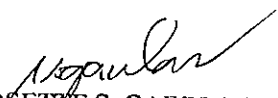
Name	Evidence of Identity
ROMUALD C. PADILLA	PASSPORT ID NO. EC5234257
MICHAEL JOHN PUANGCO	TIN: 239-445-317

all known to me and to me known to be the same persons who executed this Contract, consisting of seven (7) pages, including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written,

Notary Public

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Series of 2019


ROSETTE S. GAERLAN
Notary Public until December 31, 2020
Appointment No. M-476 (2010-2020)
Unit 1710 Cityland 10 Tower 1, H.V. del Costa St
Salcedo Village, Makati City, Philippines
Roll of Attorneys No. 59206
MCIJ Compliance No. VI-0006892
(March 10, 2018-Pasig City)
IRP No. 000376-01.09.19/Manila
PTR No. 7344437/01.09.19/Makati City



SEC OFFICE ORDER
No. 270series of 2019

FOR : All Concerned

SUBJECT : Authority to Sign Contracts in Behalf of the Commission En Banc or the Chairperson

In the interest of the service and to expedite actions on administrative matters, the following are hereby authorized to sign contracts which have been approved by the Commission En Banc or the Chairperson for which appropriation of the necessary funds have been made:

POSITION	LIMITS OF AUTHORITY
1. General Counsel	Contracts above P10M to P15M*
2. Directors/Heads of Special Office, Officers-in-Charge/Designated Officials of HRAD	Contracts P10M and Below**
3. Directors/Officers-in-Charge of Extension Offices	Contracts with the Extension Offices as End-User Departments not exceeding P2M

*Co-signatory: End-User Department Directors/Officers-in-Charge/Heads of Special Offices

**Co-signatory: End-User Department/Special Offices Representatives

Those authorized under this Order shall sign below the phrase "In behalf of the Commission En Banc" or "In behalf of the Chairperson" as the case may be.

This Office Order supersedes SEC Office Order No. 243 series of 2017 and shall take effect immediately.

March 15, 2019


EMILIO B. AQUINO
Chairperson

ANCILLA ENTERPRISE DEVELOPMENT CONSULTING, INC.
Unit 415 Civic Prime Building, Civic Drive cor. Market Drive, Filinvest Corporate
City Alabang, Muntinlupa City

SECRETARY'S CERTIFICATE

I, **PASTOR M. REYES, Jr.**, duly elected and qualified Board Secretary of **Ancilla Enterprise Development Consulting, Inc.**, (the "Corporation") a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at **Unit 415, Civic Prime Building, Civic Drive corner Market Drive, Filinvest Corporate City, Alabang, Muntinlupa City**, DO HEREBY CERTIFY THAT -

I am familiar with the facts herein certified and duly authorized to certify the same;

At the Special Meeting of the Board of Directors of the Corporation duly organized and held on November 20, 2019 at the principal business address of the corporation, at which meeting a quorum was present and acting throughout, the following resolutions were unanimously approved and adopted, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that **Ancilla Enterprise Development Consulting, Inc.**, be authorized, as it is hereby authorized and empowered to participate in the bidding of the **Learning Service Provider for the Conduct of the 2019 SEC Commission-Wide Performance Assessment** by the Securities and Exchange Commission (SEC); and that if awarded the project shall enter into a contract with the SEC; and in connection therewith hereby appoint **Michael John D. Puangco**, acting as duly authorized and designated representative of the corporation, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the corporation in the bidding as fully and effectively as the corporation might do if personally present with full power of substitution and revocation and hereby satisfying and conforming all that my said representative shall lawfully do and cause to be done by virtue hereof;


RESOLVED further that, the Corporation hereby authorizes its Chief Operating Officer to:

1. Execute a waiver of jurisdiction whereby the corporation hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
2. Execute a waiver that the corporation shall not seek and obtain a writ of injunction or prohibition or restraining order against any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of the contract to a successful bidder, and the carrying out of the awarded contract.

IN WITNESS THEREOF, I hereby hereunto set my hand this 20 NOV 2019 day of November 2019 at Makati City.


PASTOR M. REYES, Jr.
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 20 NOV 2019 day of November 2019 at Makati City; affiant exhibiting to me his Passport No. P9927759A issued on December 13, 2018 at DFA NCR North East.


MARK JULIUS P. APDIAN
Notary Public until December 31, 2020
Appointment No. M-518 (2019-2020)
Unit 1710 Cityland 10 Tower 1, H.V. dela Costa St.
Salcedo Village, Makati City, Philippines
Roll of Attorneys No. 68137
MCLE Compliance No. VI-0006889
(March 20, 2018/Pasig City)
IBP No. 066369/01.09.19/Misamis Oriental
PTR No. 7344443/01.09.19/Makati City

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