



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
Resolution No. 097-2020, Series of 2020

**RECOMMENDING THE AWARD FOR THE ENGAGEMENT OF CONSULTANT
FOR COMPETENCY DEVELOPMENT AND PROFILING**

WHEREAS, the National Privacy Commission (NPC), is the agency mandated to enforce data privacy protection;

WHEREAS, in order to fulfill its mandate the NPC should ensure the competency of its personnel. Thus, the NPC saw it fit to engage the services of a consultant for Competency Development and Profiling under APP Item No. 2020-0160 with an Approved Budget for the Contract (ABC) amounting to Php780,000.00;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 recognizes Small Value Procurement as a method of procurement where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR;

WHEREAS, a Request for Quotation (RFQ) was posted in the PhilGEPS and the NPC website as well as the NPC bulletin board, and was likewise sent to four (4) suppliers, namely, Whitehall Bradford Management Consulting, Inc., ExeQServe Corporation, Breakthrough Leadership Management Consultancy, Inc. and Meraki Consulting, Inc. with all failing to submit their bids;

WHEREAS, Career Clinic & Enterprise Solutions, Inc., submitted its quotation after seeing the posted RFQ;

WHEREAS, the BAC members proceeded to evaluate the quotation of Career Clinic & Enterprise Solutions, Inc. and determined that it is the single calculated and responsive quotation at a bid price of Php 780,000.00, passing the technical, legal and financial requirements mandated under Republic Act No. 9184 (R.A. 9184) otherwise known as the Government Procurement Reform Act;

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 services of a consultant for Competency Development and Profiling to

Career Clinic & Enterprise Solutions, Inc. with the single calculated and responsive quotation in the total amount of **Seven Hundred Eighty Thousand and 0/100 Pesos (Php780,000.00)**.

RESOLVED this 4th day of December 2020, through video conference meeting.

ATTEST:

Sgd.
MR. ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

Sgd.
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

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

ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member

ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

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

Approved:

sgd.

RAYMUND ENRIQUEZ LIBORO

Privacy Commissioner
Head of the Procuring Entity

Date: 12/28/2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

28 December 2020

Ms. Elvie Rodora M. Tarrobal
President and Managing Director
Career Clinic & Enterprise Solutions, Inc.
73 East Capitol Drive, Kapitolyo,
Pasig City


Dear Ms. Tarrobal:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 097-2020 series of 2020, the contract for the procurement of a consultant for Competency Development and Profiling amounting to Seven Hundred Eighty Thousand and 0/100 Pesos (Php780,000.00), VAT inclusive, is awarded to Career Clinic & Enterprise Solutions, Inc., consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Sgd.
RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity
28 December 2020

Conforms:


Ms. Elvie Rodora M. Tarrobal
President and Managing Director
Career Clinic & Enterprise Solutions, Inc.
Date: Dec. 28, 2020

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 29 DECEMBER, 2020, in Metro Manila, Philippines, by and between:

NATIONAL PRIVACY COMMISSION, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner and Chairman, **RAYMUND ENRIQUEZ LIBORO** (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

CAREER CLINIC & ENTERPRISE SOLUTIONS, INC., a business entity duly organized and existing under and by virtue of Philippine laws, with principal office at 73 East Capitol Drive, Kapitolyo, Pasig City, represented by its President and Managing Director, **ELVIE RODORA M. TARROBAL** (hereinafter referred to as the "CONSULTANCY SERVICES PROVIDER");

The NPC and the CONSULTANCY SERVICES PROVIDER shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

WHEREAS, NPC has expressed their requirement for consulting services for competency development and profiling, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, CONSULTANCY SERVICES PROVIDER has participated in the bidding process of a Small Value Procurement for the abovementioned project by submitting a quotation and other pertinent documents;

WHEREAS, NPC has awarded above-mentioned project to the CONSULTANCY SERVICES PROVIDER and has confirmed award amounting to SEVEN HUNDRED EIGHTY THOUSAND PESOS (Php780,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws. A copy of the Notice of Award¹ is hereto attached and made an integral part of this Agreement;

WHEREAS, CONSULTANCY SERVICES PROVIDER will provide services set forth in below and in the Terms of Reference², which are to be herein collectively referred to as the "SERVICES";

¹ Annex A

² Annex B

WHEREAS, CONSULTANCY SERVICES PROVIDER has presented itself to NPC as having the knowledge, competence and skill which are necessary and indispensable in carrying out the SERVICES set forth herein;

NOW, THEREFORE, CONSULTANCY SERVICES PROVIDER and NPC, in consideration of the mutual covenants hereinafter set forth agree as follows:

1. Services The CONSULTANCY SERVICES PROVIDER shall perform and provide any and all that is necessary to deliver the SERVICES specified in the Terms of Reference (TOR). A copy of the TOR is hereto attached as "ANNEX A" and made an integral part of this Agreement.

2. Duration The CONSULTANCY SERVICES PROVIDER shall deliver its obligations to NPC within six (6) calendar months from the date of signing of this Agreement. Delivery shall only be considered complete upon mutual agreement by the parties that the consulting services are satisfactory to the standards agreed upon by the parties. CONSULTANCY SERVICES PROVIDER shall remedy any defect in its deliverables or unsatisfactory work as found by the NPC within thirty (30) days from receipt of notice from NPC.

3. Payment As consideration for the full and faithful performance by the CONSULTANCY SERVICES PROVIDER of their obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Consultancy Services a total amount of SEVEN HUNDRED EIGHTY THOUSAND PESOS (Php780,000.00) 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 CONSULTANCY SERVICES 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.

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

4. Project Administration NPC designates the Chief of the Human Resources Development Division (HRDD) as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The CONSULTANCY SERVICES PROVIDER shall submit all deliverables and reports to the Chief of HRDD which the latter should accept before processing of payment may commence.



5. Performance Standard

The CONSULTANCY SERVICES PROVIDER undertakes to perform the SERVICES with the highest standards of professional and ethical competence, and integrity.

The CONSULTANCY SERVICES PROVIDER likewise binds itself to follow the standards imposed by NPC in the delivery of said services. In relation with this, the CONSULTANCY SERVICES PROVIDER shall provide a monthly report with the NPC to show progress of the SERVICES specified in this Agreement.

6. Confidentiality and Data Privacy

In the course of the undertaking between NPC and CONSULTANCY SERVICES PROVIDER, any data received by latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authority from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by CONSULTANCY SERVICES PROVIDER 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).

The CONSULTANCY SERVICES PROVIDER shall sign a Non-Disclosure Agreement which shall form part of this contract.

7. Amendments

No modifications, amendments, or supplements to this Contract shall be effective for any purpose unless the same is in writing and signed by each party.

8. Suspension of Contract

NPC may, by written notice of suspension to the CONSULTANCY SERVICES PROVIDER, suspend this Agreement if the CONSULTANCY SERVICES PROVIDER fails to perform any of its obligations whether it be due to its own fault, force majeure or circumstances beyond the control of either party.

The CONSULTANCY SERVICES PROVIDER may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) days after receipt of such notice.

NPC may order the resumption of work if the ground for the suspension no longer exists and the continuation of the work is found practicable.

9. Termination of Contract

NPC, by written notice sent to the CONSULTANCY SERVICES 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, the extent to which performance of the



contractor under the contract is terminated, and the date upon which such termination becomes effective. NPC may also terminate the contract in case it is determined prima facie that the CONSULTANCY SERVICES PROVIDER has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

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

10. 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 CONSULTANCY SERVICES PROVIDER is an independent contractor and shall not be considered as an employee of NPC.

11. 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.

12. Ownership of Material

All articles, plans, studies, reports or other materials prepared by the CONSULTANCY SERVICES PROVIDER under this Agreement shall exclusively belong to and remain the property of NPC.



- 13. Engaging in Related Activities** The CONSULTANCY SERVICES PROVIDER agrees that, during the term of this Agreement and after its termination, the CONSULTANCY SERVICES PROVIDER and any entity or individual affiliated with it shall be disqualified from providing goods, works or services for any project resulting from or closely related to the herein services provided to NPC.
- 14. Insurance** The CONSULTANCY SERVICES PROVIDER will be responsible for taking out any appropriate insurance coverage.
- 15. Assignment** The CONSULTANCY SERVICES PROVIDER shall not assign this Agreement or subcontract any portion of it.
- 16. Governing Law** This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.
- 17. Miscellaneous** The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral part of this Agreement.

In the event of conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.

**CAREER CLINIC &
ENTERPRISE SOLUTIONS**

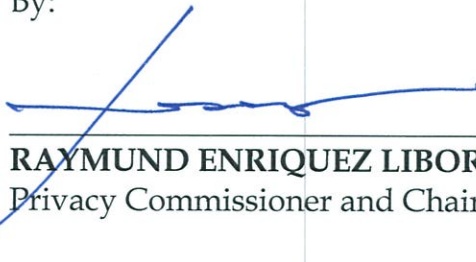
By:



ELVIE RODORA M. TARROBAL
President and Managing Director

NATIONAL PRIVACY COMMISSION

By:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman

SIGNED IN THE PRESENCE OF:



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 29 DECEMBER 2020 in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by **Privacy Commissioner RAYMUND ENRIQUEZ LIBORO** hereinafter referred to as the "**NPC**"

and

Career Clinic & Enterprise Solutions, Inc., represented by **ELVIE RODORA M. TARROBAL** hereinafter referred to as the "**Consultancy Services Provider**"

The undersigned **Consultancy Services 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 **Consultancy Services Provider** on the occasion of his employment/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 **Consultancy Services Provider**
- c) Information that is known and possessed by the **Consultancy Services Provider** prior to the disclosure to the **Consultancy Services 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 **Consultancy Services Provider**, when used in accordance to 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 **Consultancy Services Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Consultancy Services Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Consultancy Services Provider** and the **NPC**, 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 **Consultancy Services Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Consultancy Services Provider** was given access even after the term, employment or contract has ended, as provided for in Section 12 of the Implementing Rules and Regulations of the Data Privacy Act of 2012.

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

4. NOTICE OF DISCLOSURE

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

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultancy Services 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 **Consultancy Services Provider**.

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

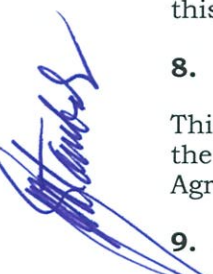
This Agreement will automatically terminate on the date of cessation of employment from or contract with the NPC of the **Consultancy Services Provider**. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

8. 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.

9. 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.


RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER
National Privacy Commission


ELVIE RODORA M. TARROBAL
CONSULTANCY SERVICES PROVIDER

Signed in the presence of:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

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
RAYMUND ENRIQUEZ LIBORO	S0012461A	25 OCTOBER 2017/ MANILA
ELVIE RODORA TARROBAL	CRN 0033-0741233-0	

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. _____
Page No. _____
Book No. _____
Series of _____

