



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 143-2022, Series of 2022

**DECLARING THE BID OF CAREER CLINIC & ENTERPRISES SOLUTIONS, INC. AS
THE SINGLE RATED AND RESPONSIVE BID FOR THE PROCUREMENT OF
NPC INSTITUTIONAL STRENGTHENING, ORGANIZATION, REDESIGNING AND
STAFFING (APP ITEM No. 2022-0140) AND
RECOMMENDING THE AWARD OF CONTRACT**

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, the Commission needs to strengthen its institutional capacity and re-design its structure to keep up with global standards, international commitments, digital revolution, international economic integration, paradigm shifts, and other issues which are the driving forces for NPC;

WHEREAS, to be at par in its overall organizational performance, taking into consideration its financial stewardship, absorptive capacity, internal process efficiency, leadership, growth, and organizational design, a review of the Commission's staffing is necessary.

WHEREAS, the "NPC Institutional Strengthening, Organization, Redesigning And Staffing" is under APP Item No. 2022-0140 with an approved budget for contract (ABC) amounting to **Php2,500,000.00**;

WHEREAS, the NPC Institutional Strengthening, Organization, Redesigning and Staffing shall be procured through Competitive Bidding pursuant to Section 10 Rule IV of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 6 October 2022, the NPC Bids and Awards Committee (BAC) conducted an eligibility check and shortlisting but thereafter declared a failure of bidding as no prospective bidder was shortlisted;

WHEREAS, on 18 October 2022, the Request for Expression of Interest (REI), together with the Bidding Documents, were reposted on the PhilGEPS website and the NPC website, as well as on the NPC bulletin board. Invitation to Observers were also sent in accordance with Section 13 of RIRR of RA 9184;

WHEREAS, the NPC-BAC set the deadline for submission of eligibility documents on 25 October 2022, 8:00 AM. Instruction on the adoption of the procedure for the electronic submission and receipt of eligibility documents in accordance with the NPC-BAC Guidelines

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

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NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

on Electronic Submission and Receipt of Bids (Guidelines) was also provided in the Bidding Documents;

WHEREAS, only one (1) prospective bidder, Career Clinic & Enterprises Solutions, Inc. (Career Clinic) submitted their eligibility documents;

WHEREAS, on 25 October 2022 at 3:30 p.m., the Opening of Eligibility Requirements and Shortlisting was conducted and was attended to by the following prospective bidder, through its representative: Career Clinic and Enterprises Solutions, Inc. (Ms. Elvie Rodora M. Tarrobal), in accordance with Section 24.4 of the Revised IRR of R.A. 9184;

WHEREAS, on the same day, the NPC-BAC determined that Career Clinic passed all the eligibility requirements prescribed in the REI and the RIRR of RA 9184, as reflected in the Abstract of Eligibility Check attached herein as Annex "A", and was declared eligible;

WHEREAS, on the same day, the NPC-BAC proceeded to conduct the short listing of the eligible prospective bidder in accordance with Section 24.5 of the RIRR of R.A. 9184;

WHEREAS, after rating the eligible prospective bidder based on the criteria and rating stated in the REI and the bidding documents, the prospective bidder acquired an over-all rating of 87.02% which is above the prescribed passing rate of 75%, as reflected in the Abstract of Short Listing attached herein as Annex "B", and was recommended to the Head of the Procuring Entity (HoPE) as the eligible and short-listed consultant;

WHEREAS, the HoPE approved the recommendation of the BAC to declare Career Clinic as a short-listed consultant;

WHEREAS, on 4 November 2022, the Pre-bid Conference was conducted where prospective bidder raised their clarifications on the Bidding Documents and Terms of Reference;

WHEREAS, at 8:05 p.m. on 16 November 2022, prior to the deadline of submission of the bids set on 17 November 2022, at 8:00 a.m., Career Clinic submitted their bid;

WHEREAS, on 17 November 2022, at 10:00 a.m., the NPC-BAC then proceeded to open the first envelope containing the technical components for the conduct of its preliminary evaluation where it was declared that Career Clinic submitted all the technical documents required, as shown in the Abstract of Bids as Read, attached as Annex "C," and was then endorsed for bid evaluation;

WHEREAS, on the same day, the NPC-BAC then proceeded to open the second envelope containing the financial components for the conduct of its preliminary evaluation where it was declared that Career Clinic submitted all the financial documents required, as shown in the Abstract of Bids as Read, attached as Annex "D," and was then endorsed for bid evaluation;

WHEREAS, on 22 November 2022, the NPC-BAC evaluated the technical proposal submitted by Career Clinic and rated based on the criteria and numerical weights as stated in the Bidding Documents;

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NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

5th 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 Tel No. 8234-2228

WHEREAS, Career Clinic was given an overall rating of 84.73%, above the passing rate of 75% as shown in the Abstract of Bids (Technical Rating) attached herein as Annex "E";

WHEREAS, on the same day, the financial proposal submitted by Career Clinic was evaluated by the NPC-BAC, the proposed bid price of **Php 2,497,808.00** was recorded, and was given a rating of 100%, as the single bidder, as shown in the Abstract of Bids (Financial Rating) attached herein as Annex "F";

WHEREAS, using the Quality-Cost Based Evaluation Procedure in accordance with Section 33.2.1 of the RIRR of R.A. 9184, the technical and financial proposals were then rated at a weight ratio of 80% for the Technical Proposal and 20% for the Financial Proposal as provided in the Bidding Documents;

WHEREAS, upon computation of the ratings given by the NPC-BAC, it was determined that the overall rating obtained by Career Clinic's bid is 87.78% (67.78% for the technical proposal and 20% for the financial proposal), passing the technical and financial requirements and making it the single rated bid as shown in the Abstract of Bids as Calculated, herein attached as Annex "G";

WHEREAS, the Head of the Procuring Entity (HoPE) approved and authorized the NPC-BAC to proceed with the negotiation with the bidder. The NPC-BAC, BAC-TWG, and the end-user proceeded to negotiate with the representative of Career Clinic and the discussions on issues raised and agreements reached were recorded in preparation of the drafting of the contract, and has agreed on the following terms:

1. Adopt the Timeline / Schedule and Output per Activity as proposed by Career Clinic in TPF 7 and in TPF 8;
2. Change of the contract completion date from March 2023 to May 2023 as proposed by Career Clinic;
3. Adopt the payment schedule proposed by Career Clinic in TPF 3;
4. The portion of the Bidding Documents in conflict with the above-enumerated shall be deemed revised in accordance with the results of the negotiation.

WHEREAS, the Section 68 of Republic Act 11639¹ otherwise known as the 2022 General Appropriations Act (RA 11639) provides that: Appropriations authorized in this Act, including budgetary support to GOCCs and financial assistance to LGUs, shall be available for release and obligation for the purpose specified, and under the same general and special provisions applicable thereto, until December 31, 2023;

WHEREAS, pursuant to the said section, the NPC-BAC resolved to grant the proposal of Career Clinic regarding the change of timeline/schedule of activities and consequently of payment schedule;

WHEREAS, upon termination of the negotiation, the BAC endorsed the bid for post-qualification evaluation;

WHEREAS, on 9 December 2022, the NPC-BAC Technical Working Group (TWG) presented to the NPC-BAC its Post Qualification Report on the bid submission of Career Clinic and

¹ An Act Appropriating Funds for the Operation of the Government of the Republic of the Philippines from January One to December Thirty One, Two Thousand And Twenty Two, Republic Act No. 11639

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reported that the bid submitted passed the post-qualification evaluation. The NPC-BAC-TWG then recommended Career Clinic to be declared as the single rated and responsive bidder for this procurement;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED that, **Career Clinic Enterprise & Solutions, Inc.** with the bid amounting to TWO MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED EIGHT PESOS (Php2,497,808.00) be declared as the SINGLE RATED AND RESPONSIVE BID and be recommended for the award of contract for the procurement of "NPC Institutional Strengthening, Organization, Redesigning And Staffing" having passed the required legal, technical, and financial requirements.

RESOLVED this 9th day of December 2022 via combination of on-site and 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



Digitally signed by Ragsag
Jonathan Rudolph Yandan

JONATHAN RUDOLPH Y. RAGSAG
Information Technology Officer II, 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: _____

Dec 19, 2022



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

~~DEC 19 2022~~

MS. ELVIE RODORA M. TARROBAL
Career Clinic & Enterprises Solutions, Inc.

Dear Ms. Tarrobal:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 143-2022, series of 2022, the contract for the procurement of NPC INSTITUTIONAL STRENGTHENING, ORGANIZATION, REDESIGNING AND STAFFING) (APP Item No. 2022-0140) amounting to Two Million Four Hundred Ninety-Seven Thousand Eight Hundred Eight Pesos (Php2,497,808.00), VAT inclusive, is awarded to **Career Clinic & Enterprises Solutions, 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
Date: DEC 19 2022

Digitally signed by Atty. John Henry D. Naga

Conforme:

DEC 20 2022

MS. ELVIE RODORA M. TARROBAL
Career Clinic & Enterprises Solutions, Inc.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 29 December 2022

Career Clinic & Enterprises Solutions, Inc.
Provider



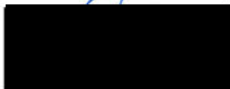
Dear Ms. Tarrobal:

Notice is hereby given to **Career Clinic & Enterprises Solutions, Inc.** for the commencement of the procurement for the **NPC Institutional Strengthening, Organization Redesigning and Staffing** 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 01-04-2023
Name of the authorized representative of the Bidder MS. ELVIE M. TARROBAL
Signature of the authorized representative _____

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Contract made this DEC 29 2022 2022, in PASIG CITY 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 "NPC",

and

CAREER CLINIC AND ENTERPRISE SOLUTIONS, INC., a consultancy firm with office address at 73 East Capitol Drive, Kapitolyo, Pasig City, presented herein by **ELVIE RODORA M. TARROBAL**, Managing Director, hereinafter referred to as "**Consultant/Provider**".

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

WITNESSETH, that:

WHEREAS, NPC 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, to strengthen its institutional capacity and re-design its structure to keep up with global standards, international commitments, digital revolution, international economic integration, paradigm shifts, and other issues which are the driving forces for NPC;

WHEREAS, to be a part in its overall organizational performance, taking into consideration its financial stewardship, absorptive capacity, internal process efficiency, leadership, growth and organizational design, a review of the Commission's staffing is necessary and will need the services of a consultancy group as provided for in the project Terms of Reference hereto referred as Annex A;

WHEREAS, the NPC has justified to the Bids and Awards Committee the engagement of such Consultant as per existing laws and regulations;

WHEREAS, the Consultant, 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, on 26 August 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php 2,500,000.00. A copy of the CAF is hereto attached as ANNEX "B" and made an integral part of this Agreement.

WHEREAS, on DEC 19 2022, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 143-2022, Series of 2022**, recommending the Award of Contract for NPC Institutional Strengthening, Organization, Redesigning, and Staffing to **Career Clinic and Enterprises Solutions, Inc.** hereto referred as "Annex C";

WHEREAS, on DEC 19 2022 the Head of the Procuring Entity issued the Notice of Award to Career Clinic and Enterprises Solutions, Inc.;

NOW, THEREFORE, for and in consideration of the foregoing premises, hereinafter stipulated, the parties have agreed as follows:

1. Obligation of Career Clinic and Enterprise Solutions, Inc.:

That the Career Clinic and Enterprises Solutions, Inc. will develop the NPC Institutional Strengthening, Organization, Redesigning, and Staffing. It will do the following:

- a. Conduct organizational assessment through a thorough review and understanding of NPC's structures and functions;
- b. Document observations and provision of a concise gap analysis as basis for the proposed reorganization;
- c. Conduct workforce analysis and planning through review of current staffing complement and workforce demand;
- d. Conduct of cost-benefit analysis of the proposed reorganization, taking into consideration the monetary benefits, the savings to be generated, monetary costs of the proposed expansion and training cost to re-skill or re-tool personnel in the implementation of the proposed reorganization plan
- e. Formulate a Design Framework or scorecard of the reorganization plan;
- f. Formulate a proposed Organizational Structure and Staffing Pattern (OSSP);
- g. Develop implementation plan and communication plan of the proposed NPC's OSSP;
- h. Report physically to NPC or virtually, for meetings, levelling-off, and brainstorming when necessary.
- i. Deliver and follow the Timeline / Schedule and Output per Activity (TPF7 & TPF 8) to :

NPC Representative: Rosaly B. Santos

HRDD

2. Obligation of the National Privacy Commission:

- a. Oversee the overall conduct of the activities;
- b. Provide the consultant with reference materials be available for queries on technical information as may be needed;
- c. Review and approve deliverables submitted by the consultants;
- d. Arrange the conduct of face to face planning meeting and etc;
- e. Provide the list of possible resource persons for the consultations;
- f. Process payment of the consultant upon acceptance of deliverables.

3. Project Cost and Terms of Payment:

The total project cost is Two Million Four Hundred Ninety Seven Thousand Eight Hundred Eight Pesos and Eighty Centavos (Php2,497,808.80) including all taxes charged against the NPC funds, subject to the usual government accounting and auditing rules. The scope of work, job specification, expectations, obligations, duties and responsibilities of the consultant outlined in **Annex A** are to be performed under fixed contract price. Any extension of the contract time required by the consulting firm to deliver those services shall not involve any additional cost to NPC and subject to existing laws, rules and regulations.

The Consultant shall be paid upon submission and acceptance of required deliverables for each of the following tranches of payment:

No. of Payments	Deliverables	Percentage	Amount
1	Inception Report	15 %	374,671.32
2	Organizational Assessment & Gap Analysis Report	25%	624,452.20
3	Top Level OS, Workforce Plan and OSSP	25%	624,452.20
4	Cost Benefit, Implementation & Communication Plan	15%	374,671.32
5	Final Outputs	20%	499,561.76
TOTAL		100%	Php2,497,808.80

4. Penalty Clause

This Contract shall be implemented as agreed upon following the terms and conditions stipulated herein. Failure on the part of Career Clinic and Enterprises Solutions, Inc. to comply with the provisions of this Contract or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever shall be cause for the imposition of appropriate penalties and/or the Contract's termination

A penalty of one-tenth (1/10) of 1% of the undelivered amount of the total project cost will be deducted from the final payment for every day of delay in Implementing the project for causes attributable to Career Clinic and Enterprises Solutions, Inc. after the expiration of the Contract. However, in the event where work is delayed due to reasons beyond control of Career Clinic and Enterprises Solutions, Inc., both parties shall mutually concur and agree in writing on a revised implementation schedule or plan of work.

In case of termination of the Contract before its expiration for causes attributable to Career Clinic and Enterprises Solutions, Inc., the NPC has the right to confiscate the performance security. NPC will also recommend Career Clinic and Enterprises for blacklisting and shall be paid on a quantum meruit basis.

5. Duration and Effectivity

The Project will commence upon receipt of Notice to Proceed (NTP) by the Consultant. The required deliverables must be accomplished within Six (6) months from the issuance of NTP up to the final turnover of all required deliverables.

6. Confidential Information

In the course of the undertaking, any data received by one 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 information received by the Consultant 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.

7. Alternative Dispute Resolution 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.

8. Venue

In case of disputes arising from the interpretation or implementation of this Contract, the courts of Pasay City shall be exclusive jurisdiction to the exclusion of all other courts. However, all claims and disputes relating to or arising out this Contract shall much as possible, be settled amicably by the parties before resorting to any legal action.

9. No Employer-Employee relationship

Nothing this Agreement shall be construed as creating an employer-employee Relationship between NPC and Career Clinic, its sub-contractors, employees, agents, or workers.

10. Amendment

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

11. Suspension of the 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) 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.

12. 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 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.

13. Miscellaneous Provisions

In the event that situations arise that render this Contract disadvantageous to the NPC, the parties hereto agree to immediately re-negotiate the terms of the Contract.

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

This Contract may be executed in any number of counterparts, such as through letter of conforme, and shall all together be considered as part of the Contract,

The terms and conditions of this contract shall be subject to laws, rules and regulations.

14. Ownerships


The property rights of all outputs including reports and other documents, Materials, equipment, data and/or software developed by the consultant for the NPC shall become and remain the property of NPC.

IN WITNESS WHEREOF, the parties hereto have signed this Contract, this DEC 29 2022 2022 at PASIG CITY, Philippines.

NATIONAL PRIVACY COMMISSION

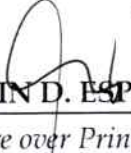
CAREER CLINIC ENTERPRISE SOLUTIONS, INC.


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner 


ELVIE RODORA M. TARROBAL
Managing Director


JENSEN JOY L. BALLICUD
Accountant III

Signed in the Presence of:


ERWIN D. ESPENILLA
Signature over Printed Name

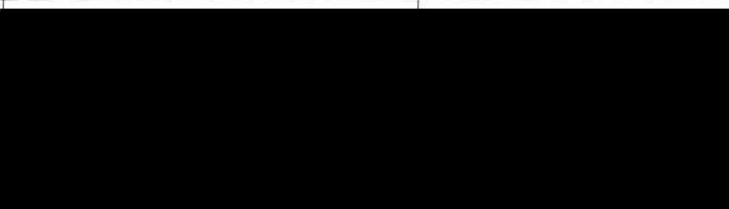
Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

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

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		
ELVIE RODORA M. TARROBAL		

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 seven (7) 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 DEC 29 2022 day of 2022, 2022 at Pasay City, Philippines

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Series of 2022.

H

La Amen
ATTY. LETICIA M. AMON
Notary Public
Pasig Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR BCE No. 8121781 / 01-03-22
Lifetime IBP Member No. 04286
Official Receipt No. 574709, IBP Chapter
MCLE Compliance No. VII-0000050 / 6-18-2019
Ground Fir. Armal Center, U. Velasco Ave.,
Malinao, Pasig City