

REQUEST FOR PROPOSAL

(Small Value Procurement-Individual Consultant)

HIRING OF CONSULTANT FOR THE DEVELOPMENT OF DATA IMPACT ASSESSMENT AND DATA PRIVACY MANUAL FOR THE PROJECT LINK: FAMILY TRACING AND REUNIFICATION (FTR) SYSTEM

DSWD NNP No. 21-GOP-SVP-IC-005 -
(PR No. 01-20001-PR-2021-03-00130)

1. The Republic of the Philippines, through the **Social Technology Bureau – Current Appropriation Funds**, of the **Department of Social Welfare and Development (DSWD)**, intends to apply the sum of **One Hundred Fifty Thousand Pesos (PhP 150,000.00)** being the Approved Budget for the Contract (ABC) as payment for the “**Hiring of Consultant for the Development of Data Impact Assessment and Data Privacy Manual for the Project Link: Family Tracing and Reunification (FTR) System** (DSWD NNP No. 21-GOP-SVC-005)
2. The project aims to hire the services of an Individual Consultant who will assist to develop a FTR Data Privacy Manual to protect personal data in information and communications systems in both the government and the private sector.
3. **Scope of Work:**

Working under the direct supervision of the Social Technology Bureau, the Consultant shall be responsible for the following:

- A. **Identify and collect all relevant information** about: existing systems related to Family Tracing and Reunification (FTR), the process and data flows, the provisions on Data Privacy Act and issuances from the National Privacy Commission, and other necessary information that will help in the development of the manual.
- B. **Conduct meetings and consultations** with key stakeholders/ project focal persons to gather the necessary information and conduct of the privacy impact assessment. Then, after all these processes and after working on the draft manual, this shall be presented to DSWD STB and ICTMS for the finalization of the documents.
- C. **Develop the FTR Data Impact Assessment and Data Privacy Manual** based on the data gathered from the key stakeholder/ project focal persons and in consonance with the Data Privacy Law. The manual shall consist of the following (NPC, 2019):
 - Introduction – This section lays down the basis of the manual and should provide an overview of the DPA, its IRR and other policies that relate to data protection. It should discuss how the organization complies with the data privacy principles, and upholds the rights of the data subjects, both of which are laid out in DPA.
 - Definition of Terms - Terms used in the Manual must be defined for consistency and uniformity in usage. This portion will make sure of that, and allow users of the Manual to understand the words, statements, and concepts used in the document.
 - Scope and Limitations – This section defines the coverage of the Manual. Given that the document is essentially an internal issuance and is meant for the use and

application of the organization's staff or personnel, that fact should be emphasized here.

- Processing of Personal Data – This section lays out the various data life cycles (or processing systems) in existence within the organization—from the collection of personal data, to their actual use, storage or retention, and destruction.
- Security Measures - In this section, general description of measures such as physical, technical and organizational measures for the protection of personal data. Security measures aim to maintain the availability, integrity and confidentiality of personal data and protect them against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration and contamination.
- Breach and Security Incidents - This section must adequately describe or outline policies and procedures for the management of a personal data breach and security incidents, including the following: a) Creation of a Data Breach Response Team; b) Measures to prevent and minimize occurrence of breach and security incidents; c) Procedure for recovery and restoration of personal data; d) Notification protocol; e) Documentation and reporting procedure of security incidents or a personal data breach.
- Inquiries and Complaints – This section shall discuss the procedure for inquiries and complaints that will specify the means through which concerns, documents, or forms submitted to the organization shall be received and acted upon.
- Effectivity - This section indicates the period of effectivity of the Manual, as well as any other document that the organization may issue, and which has the effect of amending the provisions of the Manual.

D. **Finalize the Manual** based on the comments/ inputs from the Department of Social Welfare and Development, particularly from Data Protection Officer (DPO), STB and ICTMS.

4. The Consultant is expected to come up with the following deliverables and timelines, and shall undertake the following task:

System Development		
Component and Activities	Expected Results and Outputs	Time Frame
1. Identify and collect all relevant information	Document: Data on existing systems related to Family Tracing and Reunification (FTR), the process and data flows, the provisions on Data Privacy Act and issuances from the National Privacy Commission, and other necessary information that will help in the development of the manual.	10 days
2. Meetings and consultations with key stakeholders	Action: Consultant to attend meetings/ conduct consultations with key stakeholders/ project focal persons to	5 days (and as needed during the consultancy period)

and project focal persons	gather the necessary information and conduct of data impact assessment.	
3. Develop the FTR Data Impact Assessment and Data Privacy Manual	Document: FTR Data Impact Assessment and Data Privacy Manual, compliant to the Data Privacy Law.	30 days
4. Finalize the Manual	Action: Consultant to finalize the manual based on the comments/ inputs from DSWD, particularly from STB and ICTMS Document: Final Data Privacy Manual	15 days

5. Payment shall be made upon acceptance and/or approval by the Department of the various outputs/deliverables according to the following schedule;

Tranches	Deliverables	Timeframe	Timeframe for Approval	Percent
First Tranche	Draft Data Impact Assessment and Data Privacy Manual	45 days	15 days	50%
Second Tranche	Final Data Impact Assessment and Data Privacy Manual approved by the Cluster Head	15 days	15 days	50%

6. This project shall be procured using Section 53.9 (Negotiated Procurement-Small Value Procurement) of the 2016 Implementing Rules and Regulations of Republic Act No. 9184 or the Government Procurement Reform Act and pursuant to the following criteria:

Qualification	Rating
Education	30%
Bachelors or Advanced Degree(s) in fields highly relevant to the nature of the consultancy (e.g. social work, governance, law, public administration and management, organizational management, and other related fields). Doctoral Degree: 30% Master's degree: 28% Bachelor's Degree: 25%	
Experience	35%
Minimum of one (1) year experience in formulating guidelines/policies, systems analysis, data impact assessment and/or manual development.	


More than 5 years' experience: 35% 2-4 years' experience: 33% At least 1 year experience: 30%	
Success Rate	35%
At least one (1) sample of written work related in formulating guidelines/policies, systems analysis, data impact assessment and manual development. More than 5 outputs presented: 35% 2-4 outputs presented: 33% 1 output presented: 30%	
TOTAL	100%

The passing rate/score is **Eighty-Five Percent (85%)**.

7. The DSWD now invites interested individual applicants to submit the following:
 - a. Expression of Interest (Application) highlighting the personal attributes, qualities, skills, knowledge and significant outcomes with the qualification requirements;
 - b. Curriculum Vitae (CV) (with TOR or diploma, proof of experiences and trainings);
 - c. Financial Proposal (Annex A);
 - d. Notarized Omnibus Sworn Statement (Annex B)
 - e. BIR Certificate of Registration;
 - f. PhilGEPS Registration Number; and
 - g. Sample of written work related in formulating guidelines/policies, systems analysis, data impact assessment and manual development.
8. The required documents shall be submitted at the address below or through email at quotations@dswd.gov.ph not later than **05:00 p.m. of 02 June 2021**. The total amount of contract is **One Hundred Fifty Thousand Pesos (PhP 150,000.00)**.
9. The project duration is two (2) months.
10. The Consultant shall be required to issue Official Receipt (OR) as acceptable evidence of receipt of payment for disbursements.

THE CHAIRPERSON

Bids and Awards Committee
 c/o Bids and Awards Committee Secretariat
 Procurement Management Service
 DSWD Central Office
 IBP Road, Constitution Hills. Quezon City
 Facsimile No.: (02) 951 7116
 Telephone Nos.: (02) 931 8101 to 07 local nos. 122, 123 and 124


RENE GLEN O. PAJE
 Undersecretary and Chairperson
 Bids and Awards Committee

Annex A

Financial Proposal

NNP No.: 21-GOP-SVP-IC 005

Particulars	Quantity	Total Contract Price <i>(including all applicable taxes, amount in Phil. Peso)</i>
Hiring of Individual Consultant for the Development of Data Impact Assessment and Data Privacy Manual for Project Link: Family Tracing and Reunification (FTR) System	1	

Name of Consultant: _____

Signature: _____

Date: _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management

Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 21__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]