

**REQUEST FOR PROPOSAL**  
**(Negotiated Procurement - Small Value Procurement-Individual Consultant)**  
**DSWD RFP No. 21-GOP-SVP-IC-002**

**“HIRING OF INDIVIDUAL CONSULTANT FOR THE  
DEVELOPMENT OF DATA PRIVACY MANUAL OF THE YAKAP BAYAN  
PROGRAM INFORMATION SYSTEM”**  
**(PR No. 01-20001-PR-2021-02-00139)**

1. The **Government of the Philippines (GOP)**, through the **Department of Social Welfare and Development (DSWD) – Social Technology Bureau 2021 Funds**, intends to apply the sum of **One Hundred Seventy-Five Thousand Pesos (PhP175,000.00)** being the Approved Budget for the Contract (ABC) as payment for the **“Hiring of Individual Consultant for the Development of Data Privacy Manual of the Yakap Bayan Program Information System”**.
2. The purpose of hiring a consultant is to have a privacy impact assessment (PIA) and have said PIA as an instrument of assessing potential impacts on privacy of process, information system program, software module, device or other initiative which processes personal information and in consultation with stakeholders, for taking actions as necessary to treat privacy risk.

3. Scope of works:

**3.1. Identify and collect all relevant information** about: existing systems related to the YBP IS, 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.

**3.2. Conduct online meetings and consultations** with key stakeholders / program 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.

**3.3. Conduct Privacy Impact Assessment (PIA) and Risk Analysis and Develop the Data Privacy Manual** based on the data regarding LGU to LGU data sharing as gathered from the key stakeholder/program 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.

**3.4. Finalize the Manual** and other legally binding documents such as but not limited to Memorandum of Agreement, Non-Disclosure Agreement and Data Sharing Agreement, based on the comments/ inputs from the DSWD, particularly from Data Protection Officer (DPO), STB and ICTMS.

4. Deliverables and Timelines:

The consultant shall undertake the following tasks:

<b>A. System Development</b>		
<b>Component and Activities</b>	<b>Expected Results and Outputs</b>	<b>Timeframe</b>
1. <b>Identify and collect all relevant information</b>	Document: Data on existing systems related to the YBP IS, 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.	20 days
2. <b>Meetings and consultations with key stakeholders and program focal persons</b>	Action: Consultant to attend meetings/ conduct consultations with key stakeholders/ program focal persons to gather the necessary information and conduct of data impact assessment.	10 days (and as needed during the consultancy period)

<p><b>3. Conduct the YBP IS Data Impact Assessment and Develop Data Privacy Manual</b></p>	<p>Document: YBP IS Data Impact Assessment and Data Privacy Manual, compliant to the Data Privacy Law.</p>	<p>30 days</p>
<p><b>4. Finalize the Manual and Other Legally Binding Documents</b></p>	<p>Action: Consultant to finalize the manual based on the comments/ inputs from DSWD, particularly from STB and ICTMS</p> <p>Document: Final Data Privacy Manual and Other Required Legally Binding Documents</p>	<p>30 days</p>

**Ownership.** The project contractor must provide a complete documentation for every deliverable and at every end of each development stage and milestone which must be submitted to the procuring entity for approval. The procuring entity shall own all documents and shall reserve the right to reproduce at no additional cost.

The outputs must be written in English of durable construction with concise and high-quality presentation to include but not limited to the following:

1. Privacy Impact Assessment; and
2. Data Privacy Manual

All project team members and the consultant/s shall observe utmost confidentiality and strictly follow the provisions of the Republic Act No. 10173 otherwise known as “The Data Privacy Act” of 2012

5. The Project (Consulting Services) duration is for three (3) months commencing upon receipt of Notice to Proceed. Payment shall be made 15-30 working days upon completion of supporting documents and upon acceptance and/or approval by the Department of the various outputs/deliverables according to the following schedule:

Tranches	Deliverables	Duration	Timeframe	Payment Percentage
First	Draft Privacy Impact Assessment and Data Privacy Manual	60 days	15 days	50%
Final	Final Privacy Impact Assessment and Data Privacy Manual <b>approved by the Cluster Head</b>	30 days	15 days	50%

\*The Department shall pay to the Consultant the Total Contract Price (TCP), inclusive of all applicable taxes.

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

Qualification	Rating
<b>Education</b>	<b>30%</b>
<p>Bachelor’s or Advanced Degree(s) in fields highly relevant to the nature of the consultancy (e.g. information and technology, computer science law, and other related fields such as social work, governance, public administration and management, organizational management,).</p> <p>Doctoral Degree: 30%            Master’s Degree: 28%            Bachelor’s Degree: 25%</p>	
<b>Experience</b>	<b>35%</b>
<p>Minimum of one (1) year experience in formulating guidelines/policies, systems analysis, data impact assessment and/or manual development.</p> <ul style="list-style-type: none"> <li>• Proven experience and technical training on systems analysis, data impact assessment, manual development and or related documentations;</li> <li>• Experience related to the job/terms of reference of the consultancy;</li> <li>• Consultancy experience in working with a Government and/or CSO Project; and</li> <li>• Has a well grasp and understanding on Child Protection in Emergencies as provided in RA 10821 and guidelines provided by the National Privacy Commission following the RA 10173 or the “Data Privacy Act” of 2012</li> </ul> <p>5 years and above experience: 35%            2-4 years’ experience: 33%            At least 1 year experience: 30%</p>	
<b>Success Rate</b>	<b>35%</b>
<p>Must have conducted at least one (1) related consultancy and submit at least one (1) sample of written work related in formulating guidelines/policies, systems analysis, data impact assessment and manual development.</p> <p>Effectively work in a team composed of various agencies/organizations both government, civil society organizations (CSOs) and other stakeholders.</p> <p>5 outputs and above presented: 35%            2-4 outputs presented: 33%            1 output presented: 30%</p>	
<b>TOTAL</b>	<b>100%</b>

*\*Passing rate is 85%. Failure to meet any of the minimum requirements per criteria stated above will automatically be given a zero (0%) rating.*

7. The Consultant shall be required to issue Official Receipt (OR) as acceptable evidence of receipt of payment for disbursements.

8. The DSWD now invites interested consultants to submit:

- i. Comprehensive Curriculum Vitae (CV);
- ii. Diploma and Transcript of Records;
- iii. At least one (1) related consultancy sample output/s/written work/s
- iv. Certifications and Proofs of Engagement
- v. Financial Proposal (Annex A);
- vi. Unnotarized Omnibus Sworn Statement (OSS) (Annex B) – subject for the submission of the original notarized OSS upon receipt of Notice of Award;
- vii. BIR Certificate of Registration (as an individual consultant); and
- viii. PhilGEPS Registration Number (as an individual consultant);

Interested Consultant may submit the aforementioned required documents at the address below or through email at **quotations@dswd.gov.ph** not later than **5:00 PM of 16 April 2021**.

### **THE CHAIRPERSON**

Bids and Awards Committee  
c/o BAC Secretariat  
Ground Floor Matapat Building,  
DSWD Central Office,  
IBP Road, Constitution Hills, Quezon City  
Facsimile No.: (02) 8951-7116  
Trunkline No.: (02) 8931–8101 local 10090

9. You may visit the following websites:

For downloading of Request for Proposal:

**ps-philgeps.gov.ph** - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

**dswd.gov.ph** – Website of the DSWD

**13 April 2021**

Very truly yours,



**RENE GLEN O. PAJE**

Undersecretary and  
Bids and Awards Committee Chairperson

**Annex A****Financial Proposal**

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DSWD RFP No.: **21-GOP-SVP-IC-002**

<b>Lot No.</b>	<b>Particulars</b>	<b>Quantity</b>	<b>Total Contract Price</b> <i>(including all applicable taxes, amount in Philippine Peso)</i>
1	Hiring of Individual Consultant for the Development of Data Privacy Manual of the Yakap Bayan Program Information System	1-lot	

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex B

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

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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 \_\_, 2021 at \_\_\_\_\_, Philippines.

*[Insert NAME OF CONSULTANT]*  
Affiant

**[Jurat]**

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