



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
Resolution No. 061-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT FOR
CONDUCT OF MANDATORY DRUG TESTING (APP ITEM NO. 2022-0096)**

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, pursuant to Civil Service Commission Memorandum Circular No. 13 s. 2017, "Guidelines in the Mandatory Random Drug Test for Public Officials and Employees and for Other Purposes," all Officials and employees, as well as Contract of Service or Job Order Employees as stated in their contract, shall undergo a mandatory, random, and suspicious-less drug testing as a condition for retention in the government service;

WHEREAS, the Human Resources Development Division (HRDD), as the unit responsible for the implementation of the anti-drug abuse policy and programs, proposed the procurement of Drug Testing Services to ensure that the NPC continues to be a drug-free workplace by preventing and deterring drug use among employees;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing as APP Item No. 2022-0096 Conduct of Mandatory Drug Testing in the NPC FY 2022 Annual Procurement Plan (2022 APP) and with an Approved Budget for the Contract (ABC) amounting to Php 86,500.00;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act" (RA 9184), recognizes Small Value Procurement as a method of procuring goods where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR, provided, that in case of goods, the procurement does not fall under shopping in Section 52;

WHEREAS, a Request for Quotation (RFQ) was posted in PHILGEPS, the NPC website, and the NPC bulletin board and was likewise sent to three (3) suppliers, namely: FortMED Medical Clinics, Best Diagnostic Corporation and Clearbridge Medical Philippines, Inc.;

WHEREAS, two (2) bidders submitted their quotation: (1) Clearbridge Medical Philippines, Inc.; and (2) Rutaquio Medical Supplies Trading;

WHEREAS, on 11 August 2022, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotations, and identified that only one (1) bid has passed the technical, legal, and financial requirements mandated under

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

Ref No.: BAC-22-00172

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

RA 9184 and determined that **Clearbridge Medical Philippines, Inc.** to have submitted the single responsive bid at a bid price of Php 84,000;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the procurement of **Conduct of Mandatory Drug Testing to CLEARBRIDGE MEDICAL PHILIPPINES, INC.** for having the single calculated and responsive quotation in the total amount of **Eighty-four Thousand Pesos (Php84,000.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 11th day of August 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
Date: 2022.08.17
10:31:38 +08'00'

ATTY. MA. JOSEFINA E. MENDOZA

*Attorney IV, LD
BAC Member*



Digitally signed by Ragsag
Jonathan Rudolph Yandan

JONATHAN RUDOLPH Y. RAGSAG

*OIC-Chief, DSTSD
BAC Member*

On official business

ATTY. IVY GRACE T. VILLASOTO

*Attorney V, PDD
BAC Vice Chairperson*



Digitally signed by Patula
Maria Theresito Elnar
Date: 2022.08.17 10:00:45
+08'00'

ATTY. MARIA THERESITA E. PATULA

*Director IV, LEO
BAC Chairperson*

Approved:



ATTY. JOHN HENRY D. NAGA

*Privacy Commissioner
Head of the Procuring Entity*
Date: AUG 22 2022



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

AUG 22 2022

[REDACTED]
Clearbridge Medical Philippines, Inc.
33 V. Luna Ave., Brgy. Pinyahan, Quezon City

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 061-2022, series of 2022, the contract for Conduct of Mandatory Drug Testing amounting to **Eighty-Four Thousand Pesos (Php 84,000.00) VAT inclusive**, is awarded to the **Clearbridge Medical Philippines, 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: AUG 22 2022

Conforme:

[REDACTED]

Date: 1 AUG 22 2022

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into 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 the **COMMISSION** or **NPC**
And

CLEARBRIDGE MEDICAL PHILIPPINES, INC. (formerly Marzan Healthcare Inc.) existing under and by virtue of the laws of the Philippines with office address at 33 V Luna Avenue, Pinyahan, Quezon City, represented herein by its [REDACTED] who is authorized to enter into this agreement, and hereinafter known as the **PROVIDER**.

NPC and the **PROVIDER** shall collectively know as **PARTIES**.

WITNESSETH:

WHEREAS, Civil Service Commission Circular No. 13 s. 2017, " Guidelines in the Mandatory Random Drug Testing for Public Officials and Employees and for Other purposes", mandates that all Officials and Employees as well as the Contract of Service Personnel in the government shall undergo a mandatory, random and suspicions-less drug testing;

WHEREAS, the **NPC** desires to engage a drug testing laboratory authorized and accredited by the Department of Health (DOH) to conduct drug testing of its public officials and employees to be conducted on November 2022;

WHEREAS, the **PROVIDER** represents a reputable screening drug testing laboratory duly accredited by the DOH and has the expertise to perform drug testing for both domestic and overseas workers;

WHEREAS, the **PROVIDER** offers its drug testing services to the **NPC** for the latter's drug testing requirements in its pursuit of safety in workplace and wellness of their conditions;

WHEREAS, on 8 July 2022, the **NPC** Accountant issued Certificate of Availability of Funds (CAF) amounting to Eight Six Thousand Five Hundred Pesos (Php86,500.00). A copy of the CAF is hereto attached as Annex A and made an integral part of this Agreement.



WHEREAS, on 22 August 2022, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 061-2022, Series of 2022**, recommending the Award of Contract for the "Conduct of Mandatory Drug Testing" to **CLEARBRIDGE MEDICAL PHILIPPINES, INC.**;

WHEREAS, on 22 August 2022, the Head of the Procuring Entity issued the Notice of Award to **CLEARBRIDGE MEDICAL PHILIPPINES, INC.**;

WHEREAS, the NPC accepts the offer of the **PROVIDER** under the following terms and conditions:

A. MEDICAL SERVICES

- a. The **PROVIDER** agrees to conduct remote/on-site collection of specimens for 210 NPC Employees on **09 and 16 November 2022**. The remote collection site will be at 5th Floor Delegation Building, PICC Complex, Roxas Blvd., Pasay City, Metro Manila from 8:00 am to 2:00 pm.
- b. The **PROVIDER** shall provide proper instruction and orientation to employees of the NPC prior to **Drug Test Procedure**. Further, No Drug Test procedure shall be conducted by the **PROVIDER** without the written referral slip provided by NPC if the said project will be done offsite or within the facility of the **PROVIDER**.
- c. The **PROVIDER** shall keep the confidentiality of the results. Therefore, all official results of the NPC must be placed on a sealed envelope.
- d. **PARTIES** must designate / assign a coordinator for this project.
 - i. For NPC : Maria Donabella A. Tavora
 - ii. For **PROVIDER** [REDACTED]
- e. The NPC shall provide the **PROVIDER** a master list of employees who will avail of the said services. Said master list must be given to the **PROVIDER** at least three (3) days prior to commencement of the **Drug Test Service**.
- f. The **PROVIDER** and the NPC agree to discuss and formulate guidelines for the smooth and proper implementation of this agreement, and when signed by the duly authorized representatives of both parties, shall constitute and recognized as part of the agreement.
- g. This Agreement shall cover the services of Drug Testing of the NPC with the approved rate for each employee as stated in bidding documents. The following are the diagnostic examinations:



PACKAGES	INCLUSION	QUANTITY (pax)	PRICE OFFERED / PAX
A	DRUG TESTING	210	Php400.00
TOTAL:			Php84,000.00

h. The **PARTIES** agree that testing can be suspended due to natural disaster, earthquake, floods, volcanic eruption civil arrest and any other emergencies.

B. RELEASE OF RESULTS

- a. The results shall be delivered ten to twelve (10 – 12) working days after remote sample collections.
- b. The **PROVIDER** shall cover the cost of confirmatory drug tests and other related expenses for those who had positive results in the screening tests.
- c. The specimen with positive drug test result shall be sent to the service PROVIDER for submission to partner DOH-licensed and accredited confirmatory laboratory for confirmatory testing. The result of which shall be delivered to the **NPC** within two (2) weeks from the receipt of the specimen by the accredited confirmatory laboratory.
- d. The result of the tests shall be made known, and a copy thereof should be furnished to the Human Resources Development Division only, which should be considered strictly confidential information.

C. DATA PRIVACY

- a. In the course of **PROVIDER**'s engagement as described above, it will gain access to personal and sensitive personal information of **NPC**'s employees (Data) namely:
 - 1. Name
 - 2. Birthday
 - 3. Age
 - 4. Sex
 - 5. Civil Status
 - 6. Place of Birth
 - 7. Complete Address
 - 8. Company Name



b. The parties acknowledge that they are subject to the **Data Privacy Act of 2012** and its Implementing Rules and Regulations. Therefore, notwithstanding anything to the contrary contained in this Agreement and in addition to the Parties' other obligations hereunder, the **PARTIES** shall protect and keep confidential all personal data obtained, accessed, or processed in relation to this Agreement, as follows.

1. **PROVIDER** will only use the Data for the purpose of administering drug testing services.
2. **PROVIDER** will ensure that it as well as its authorized employees given access to the data shall not use nor disclose to any other person for the duration of this Agreement and even thereafter, the Data or any other confidential information relating to **NPC's** employees.
3. **PROVIDER** will use appropriate safeguards to prevent use or disclosure of Data other than as provided under this Agreement and will maintain appropriate administrative, technical, and physical safeguards to preserve the integrity and confidentiality of and to prevent non-permitted or use or disclosure of Data.
4. **PROVIDER** shall report to **NPC** in writing within 24 hours from knowledge of any breach of privacy or confidentiality or violation of the Data Privacy Act in relation to the Data.
5. **PROVIDER** shall not engage any third party that will allow it access to the Data without prior instruction from **NPC**.
6. **PROVIDER** shall assist **NPC**, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by **NPC** employees relative to the exercise of their rights under the Data Privacy Act.
7. **PROVIDER** shall assist **NPC** in ensuring compliance with the Act and other relevant laws, and other issuances of the National Privacy Commission, make available to **NPC** all information necessary to demonstrate compliance with the obligations laid down in the Data Privacy Act, and allow for and contribute to audits, including inspections conducted by **NPC** or a third party mandated by **NPC**.
8. Subject to compliance and legal requirements, **PROVIDER** shall delete, including any copies in storage, or return all Data to **NPC** upon delivery of the results of Drug Testing.

The **PROVIDER** shall sign a Non-Disclosure Agreement, which shall form part of this Agreement.



D. SETTLEMENTS OF BILLS

- a. Payment shall be processed upon receipt of the statement of account (SOA) from the supplier and issuance of a Certificate of Acceptance of Output by the Inspection and Acceptance Committee upon the recommendation by the end-user.
- b. Billing shall be based on the actual number of personnel who have undergone drug testing and confirmatory testing

E. MISCELLANEOUS PROVISIONS

- a. This constitutes the whole agreement of the parties and shall be binding upon the parties, its heirs, successor-in-interests, assigns, executors or administrators. Any amendment shall not be binding and effective unless made in writing in a public instrument and signed by the parties.
- b. In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, 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

- c. 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.
- d. 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.

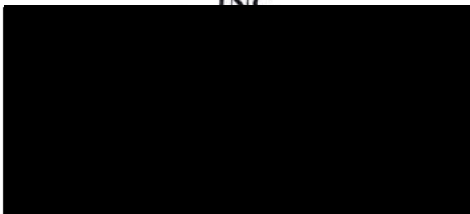
This Agreement shall take effect and shall remain in full force on the 20th day of September 2022.

IN WITNESS WHEREOF, the parties have hereto affixed their signature on this 20 day of SEP 20 2022 of 2022 at City of **QUEZON CITY**



CLEARBRIDGE MEDICAL PHILIPPINES, INC.

By:



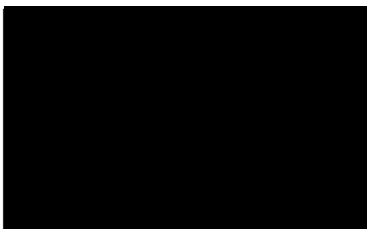
NATIONAL PRIVACY COMMISSION

By:

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

JENSEN JOY L. BALLICUD
Accountant III

signed in the presence of:



Signature over Printed Name

ROSALY B. SANTOS

Signature over Printed Name

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)

BEFORE ME, a Notary Public in and for this day of SEP 20 2022 personally appeared the following:

JOHN HENRY DU NAGA	
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Known to me to be the same persons who signed and executed the Memorandum of Agreement and Acknowledgement to me is their free and voluntary act and deed of the organization / company they represent for the uses and purpose therein set forth.

WITNESS MY HAND AND SEAL this SEP 20 2022 in the Municipality of QUEZON CITY, Philippines.

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Page No.: 47
Book No.: M
Series of 2022

ATTY. MICHAEL JOSEPH C. CAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2022
PTR No. 0684711 / 01-04-2022
IDP Life Time No. 08330
Roll No. 56499
NSLE compliance No. VI-0008995
(Extended Valid Until April 14, 2023)
Adm. Matter No. NP 119 (2022-2023)
Lot Marikina Lane Brgy. Central Quezon City



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on
September 20, 2022 in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by **Privacy Commissioner ATTY. JOHN HENRY D. NAGA** hereinafter referred to as the "**NPC**"

and

CLEARBRIDGE MEDICAL PHILIPPINES, INC. (formerly Marzan Healthcare Inc.) represented by [REDACTED]
[REDACTED] hereinafter referred to as the "**Provider**".

The undersigned **Consultant** 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 **Provider** on the occasion of his contract/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 **Provider**;
- c) Information that is known and possessed by the **Provider** prior to the disclosure to the **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 **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 **Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Provider**, 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 **Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Provider** was given access even after the term of contract has ended, as provided for in the Data Privacy Act of 2012, its IRR and other issuances.

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 **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 **Provider** shall return to the **NPC** all data, information, documents, materials and other property, in relation to the contract with the **NPC**, which are in the possession, control and custody of the **Provider** and which are obtained during the **Provider** 's term, employment or contract within 15 calendar days upon termination of the contract. The **Provider** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

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

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **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 **Provider**.

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



8. 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.

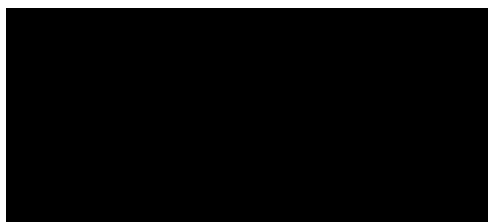
IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the date and in the place first above-written.

NATIONAL PRIVACY COMMISSION

By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner 

By:

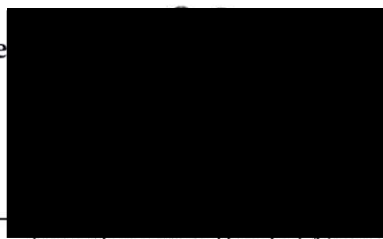



JENSEN JOY L. BALLICUD
Accountant III

Signed in the Presence


ROSALY B. SANTOS

Signature over Printed Name



Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

SEP 20 2022

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
ATTY. JOHN HENRY D. NAGA		

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.

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Page No. 97
Book No. 41
Series of WV

ATTY. MICHAEL JOSEPH C. CAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2022
PTR No. 0694711 / 01-04-2022
IDP Life Time No. 08330
Roll No. 56499
MCLE compliance No. VI-0008996
(Extended Valid Until April 14, 2023)
Adm. Matter No. NP 119 (2022-2023)
101 Malakas Lane Brgy. Central Quezon City