



NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No.028-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
CONSULTING SERVICES - CASE MANAGEMENT SYSTEM TO ISI ICOMTEQ, INC. AS
THE HIGHEST RATED RESPONSIVE BIDDER**

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

WHEREAS, pursuant to its mandate to implement plans and policies to strengthen the protection of personal information in the country, NPC saw it fit to engage consultancy services for the Case Management System under 2020 Continuing APP No. 2020-0177 with an Approved Budget for the Contract (ABC) amounting to Php4,000,000.00;

WHEREAS, this item of procurement shall be under the mode of 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 18 November 2020, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where the number of short-listed consultants were set, including the criteria and rating for the shortlisting;

WHEREAS, on 19 November 2020, the Request for Expression of Interest (REI) was posted in the PhilGEPS and NPC website as well as the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations to observers were also sent in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, the NPC-BAC set the deadline of submission of eligibility documents on 27 November 2020 at 9:00 a.m.;

WHEREAS, on 27 November 2020 at 9:00 a.m., the NPC-BAC did not receive any eligibility documents, thus, necessitating the conduct of review and evaluation of the terms, conditions, and specifications in the Bidding Documents, including its cost estimates on 06 January 2021;

WHEREAS, on 15 January 2021, the Request for Expression of Interest (REI) was reposted in the PhilGEPS and NPC website as well as the NPC bulletin board. The Bidding Documents were also

made available on the same date. Invitations to observers were also sent in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, the NPC-BAC set the deadline of submission of eligibility documents on 26 January 2021 at 10:00 a.m.;

WHEREAS, on the same date, at 02:00 p.m., the NPC-BAC proceeded to conduct eligibility check of prospective bidders in accordance with Section 24.4 of the IRR of R.A. 9184, where the NPC received the eligibility documents from ISI ICOMTEQ INC.;

WHEREAS, upon inspection and evaluation of the eligibility requirements submitted, it was determined that ISI ICOMTEQ INC. passed all the eligibility requirements prescribed in the REI and in accordance to the provisions of the IRR of R.A. 9184;

WHEREAS, the NPC-BAC proceeded to conduct the short listing of the eligible prospective bidder in accordance with Section 24.5 of the IRR of R.A. 9184, after rating the eligible prospective bidder based on the criteria and rating stated in the REI and the bidding documents and from thereon, it was concluded that the prospective bidder acquired an over-all rating of 86.25% which is above the passing rate of 70% and was then declared shortlisted;

WHEREAS, on 4 February 2021, the Pre-bid Conference was conducted where the prospective bidder clarified some items in the Manpower Requirements. Thereafter, the NPC issued a Supplemental Bid Bulletin, a copy of which was furnished to the prospective bidder and published in the PhilGEPS, the NPC website and bulletin board;

WHEREAS, on 18 February 2021, prior to the deadline of submission of the bids set at 10:00 a.m., ISI ICOMTEQ INC. submitted their bid. At 2:00 p.m. the NPC-BAC then proceeded to open the first envelope containing the technical components for the conduct of its preliminary examination where it was declared that the former passed all the technical documents required and was then endorsed for bid evaluation in accordance with Section 30 of the IRR of R.A. 9184;

WHEREAS, on 19 February 2021, the technical proposal of ISI ICOMTEQ INC. was evaluated based on the criteria and numerical weights as stated in the Bidding Documents using Quality-Cost Based Evaluation Procedure in accordance with Section 33.2.1 of the IRR of R.A. 9184;

WHEREAS, upon computation of the ratings individually given by the NPC-BAC, it was determined that the technical rating obtained by ISI ICOMTEQ INC. is 83% or above the required weight ratio of 75% for the technical proposal as indicated in the Bidding Documents, the abstract of the ratings is attached herein as Annex "A";

WHEREAS, on 23 February 2021, the financial proposal envelope of ISI ICOMTEQ, Inc. was opened and evaluated and the proposed bid price of Php4,000,000 was recorded;

WHEREAS, using Quality Cost Based Evaluation Procedure in accordance with Section 33.2.1 of the IRR of R.A. 9184, the technical and financial proposal was then given a weight ratio of 80%

for the Technical Proposal and 20% for the Financial Proposal as provided in the Bidding Documents;

WHEREAS, applying the weight ratio reflected in the bidding documents, it was determined that the bidder's technical rating of 83% has a weight ratio of 66.4%. Being the sole bidder, its financial proposal on the other hand is automatically rated 100% with an equivalent weight ratio of 20%;

WHEREAS, upon computation of the ratings given by the NPC-BAC, it was determined that the over-all rating obtained by ISI ICOMTEQ, Inc. is 86.4%, passing the technical and financial requirements and making it the single rated bid, and was then endorsed and approved by the Head of the Procuring Entity, giving the NPC-BAC the authority to conduct negotiation;

WHEREAS, on 03 March 2021, the negotiation with the representatives of ISI ICOMTEQ, Inc. was held where points of clarification were raised and clarified. The agreements reached were then recorded in preparation for the drafting of the contract, after which, the technical and financial proposal were then endorsed to the BAC-TWG for post-qualification evaluation;

WHEREAS, on 08 March 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, herein attached as Annex "B" noting the recommendation therein and adoption of the same;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, to adopt the report by the BAC-TWG declaring ISI ICOMTEQ, Inc. as having passed the post-qualification evaluation making it the highest rated responsive bidder, and to recommend the award of the contract for the procurement of professional services for the Data Breach Notification Management System to said bidder in the total amount of FOUR MILLION PESOS (Php4,000,000.00).

RESOLVED this 8th day of March 2021 via videoconference meeting.

ATTEST:


SGD.
ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member


SGD.
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member

Ragsag Jonathan Rudolph Yandan
Digitally signed by Ragsag Jonathan Rudolph Yandan
Date: 2021.03.15 19:53:32 +08'00'
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Mendoza Ma Josefina Eusebio
Digitally signed by Mendoza Ma Josefina Eusebio
Date: 2021.03.14 19:37:43 +08'00'
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member




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

Patula Maria
Theresita Elnar

Digitally signed by Patula Maria
Theresita Elnar
Date: 2021.03.12 17:28:05 +08'00'

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

Approved:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 18 MAR 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

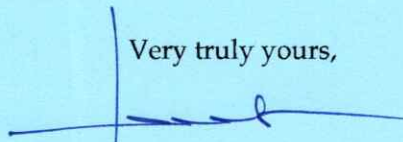
MAR 18 2020

Mr. Jose M. Enriquez
President & COO
ISI ICOMTEQ, Inc.
Heart of the City, Suite 303,
40 Sgt. Esguerra Avenue,
South Triangle, Quezon City 1103

Dear Mr. Enriquez:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 028-2021 series of 2021, the contract for the procurement of consulting services for the Case Management System amounting to **FOUR MILLION AND 0/100 (Php4,000,000.00)**, VAT inclusive, is awarded to ISI ICOMTEQ, Inc., consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,



RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity

Approved by the Privacy Commissioner
Date: _____
Signature: _____

MAR 18 2020

Conforme:

Mr. Jose M. Enriquez
President & COO
ISI ICOMTEQ, Inc.
Date: _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 24 JUN 2021, 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 -

ISI ICOMTEQ, INC., with office address at Heart of the City, Suite 303, 40 Sgt. Esguerra Avenue, South Triangle, Quezon City 1103 represented by its President & Chief Operating Officer, **JOSE M. ENRIQUEZ**, and hereinafter referred to as the "CONSULTANT".

The NPC and the CONSULTANT shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

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

WHEREAS, pursuant to its mandate to implement plans and policies to strengthen the protection of personal information in the country, NPC saw it fit to engage consultancy services for the Case Management System under 2020 Continuing APP No. 2020-0177 with an Approved Budget for the Contract (ABC) amounting to FOUR MILLION PESOS (Php 4,000,000.00);

WHEREAS, this item was recommended for award thru 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 19 February 2021, the technical proposal of the CONSULTANT was evaluated based on the criteria and numerical weights as stated in the Bidding Documents using Quality Cost Based Evaluation Procedure in accordance with Section 33.2.1 of the IRR of R.A. 9184;

WHEREAS, on 14 January 2021 the NPC Accountant issued Certificate of Funds Available (CAF) amounting to Php4,000,000.00. A copy of the CAF is hereto attached as "ANNEX A" and made an integral part of this Agreement.

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

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

Patula Maria
Theresita Elnar
Digitally signed by Patula Maria
Theresita Elnar
DN: cn=Patula Maria, o=Theresita Elnar

1. Services

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

A. The development of the CMS is composed of the following modules and its functionalities:

i. Admin Dashboard

- Ability to change status of cases
- Ability to designate cases
- Ability to upload reports, Commission Orders, and recommendations to the case file
- Role-based access to features
- Status tracker of assigned cases
- Viewing of submitted evidences and pleadings. Only the administrator and assigned personnel can access the documents.

ii. Analytics and Performance Dashboard

- Ability to provide reports of filed, ongoing, and assigned cases
- Ability to categorize cases based on the nature of complaints or respondent in order to see trends

B. The provision of the necessary user, administrative and technical trainings that cover the CMS usage, database administration, and others

C. The performance of one (1) year warranty for CMS.

D. Inception Report

The CONSULTANT/PROVIDER or the scope of the work shall deliver an Inception Report within one (1) month from issuance of Notice to Proceed (NTP). The report shall be consisting of the following, but not limited to:

- Project approach, work plan, impact analysis, and software development methodology
- Initial assessment or review on the end-user's application system proposal/terms of reference.
- Review of the NPC's current domain model, and the supporting conceptual diagram for the NPC Software Ecosystem that support the reality of the structures, modules, behaviors and interfaces of the application systems to support the development lifecycle.
- Configured development environment that will be used for project based on the work plan subject to approval of the Inception Report.

A Certificate of Acceptance for the Inception Report shall be issued by the Inspection and Acceptance Committee with the recommendation of the end user and the IMISU.

E. Deployment Services

i. Cloud

The CONSULTANT/PROVIDER shall provide deployment services of the project is ready for production after meeting the requirements for production deployment. These services shall include the following but not limited to:

- Preparation of the application system to deploy on a cloud environment specified by the end user.
- Application and configuration of Transport Layer Security (TLS) for data encryption that includes the deployment of certificate.
- Configuration of instance
- Configuration of Remote Desktop connections to role instances,
- Configuration of diagnostics for the cloud service
- Domain and web server deployment and configuration

Before the CONSULTANT/PROVIDER deploys the service in the cloud, the CONSULTANT/PROVIDER shall seek the approval of the end-user.

ii. On-Premises

In the event that NPC is ready for on-premises deployment, the CONSULTANT/PROVIDER, shall cause the migration of the system, at no additional cost to the NPC. Aside from migrating the system, the CONSULTANT/PROVIDER shall initiate the following acts, including, but not limited to:

- Preparation of the application system to deploy on an on-premises environment specified by the end-user.
- Domain and web server deployment and configuration
- Configuration of Virtual machines or remote desktop.
- Configuration and application of firewall

F. Quality, security, and performance testing

The CONSULTANT/PROVIDER shall ensure that the application system project(s) are tested accordingly based on the quality, security and performance based on the end user's requirements. The CONSULTANT/PROVIDER shall provide test plans and test case design and its results to the end user and IMISU.

The types of testing that will be provided shall be the following, but not limited to:

i. Agile Testing

The CONSULTANT/PROVIDER shall conform to the iterative requirements agreed by the end user, the IMISU and the CONSULTANT/PROVIDER. The testing methodologies that shall be used are the following but not limited to: (a) Behavior Driven Development (BDD); (b) Acceptance Test Driven Development (ATDD); and (s) Exploratory Testing.

The CONSULTANT/PROVIDER shall provide the complete lifecycle procedures, test plans and test case designs for the approval of the end-user with the recommendation of the IMISU. The testing requirements for the Agile Testing shall focus on the quality, functionality and performance of the application system. Other testing methods (e.g. regression testing, automated testing, performance testing etc.) may be included or added to the testing plan based on the end-user's decisions.

ii. Security Testing

The CONSULTANT/PROVIDER shall provide detailed security testing reports about the possible threats and vulnerabilities of the application system on the network, system software, client-side application and server-side application. The security testing shall be done twice, before the deployment in production and after the deployment. The CONSULTANT/PROVIDER shall conform to the resource requirements of the Open Web Application Security Project (OWASP) Top 10. The reports shall be submitted to the end-user and IMISU.

ii. Agile development methodology

The CONSULTANT/PROVIDER shall, on a regular basis, meet with the End User to conduct the following:

- Provide status updates about the development of the system
- Conduct interviews with the End-User to determine their requirements, system flow, etc.,
- Create user stories based on information from end users
- Accept feedbacks/comments from the End-User and apply revisions on the system, if necessary.

G. Privacy Impact Assessment

The CONSULTANT/PROVIDER shall fully participate to the end user's conduct of privacy impact assessment (PIA) to the proposed application system.

H. Additional Application System Definition/Development Requirements

The CONSULTANT/PROVIDER shall integrate the privacy concerns, results and approved recommendations into the engineering practices for systems and software engineering lifecycle processes.

I. High Availability/Disaster Recovery

At all times, including force majeure, the CONSULTANT/PROVIDER shall ensure that the system will not be compromised, i.e. loss, destruction, alteration, unauthorized acquisition of data, and other analogous cases. The CONSULTANT/PROVIDER shall likewise ensure that in cases of force majeure, the system shall be made functional and operational through an appropriate disaster recovery / redundancy program at the most reasonable, earliest time throughout the duration of cloud hosting.

MANPOWER REQUIREMENTS

The proposed project team must be composed of experts and specialists as indicated in the table below. Overlapping of roles (functions) is allowed provided such functions are related. In this respect, the persons' names and functions must be explicitly specified. However, the Consultant has the option to add more personnel depending on his work strategy. The curriculum vitae must be signed by the person.

Position	Minimum Number of Personnel	Qualification	Time/Work Arrangements
Key Personnel			
Project Manager	1	Minimum of ten (10) years of IT experience inclusive of five (5) years of experience in support, maintenance, development	Amenable for work from home setup or on-premises from Monday-Friday on a full-time basis starting

		<p>and deployment of complex mission-critical applications relating to software development.</p> <p>b. Certification in Information Technology Infrastructure Library (ITIL) Framework or any globally accepted project management certification. Familiar with Agile Development</p> <p>d. Experience in both private and e-Government application development, project management, service management based on best practices and industry standards.</p> <p>e. Highly efficient in preparing reports, technical and business communication writing and articulate in oral communication.</p> <p>f. Must be a graduate of a bachelor's degree in Information Technology,</p>	<p>from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7</p>
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		Computer Science, Business Administration, or any degree course with comprehensive IT-related training and work experience. Master's Degree is an advantage	
Application Support Analyst	1	<p>a. Minimum of five (5) years of IT experience inclusive of three (3) years of experience in business and system analysis and design related to complex mission-critical applications relating to software development.</p> <p>b. Acquired foundation in Information Technology Infrastructure Library (ITIL) or any globally accepted project management certification.</p> <p>c. Background in performing preliminary user testing for related applications and systems.</p> <p>d. Have strong experience in Agile Methodology</p> <p>e. Strong</p>	<p>Amenable for work from home setup or on-premises from Monday to Friday on a full-time basis on a regular time schedule starting from 8:00 A.M. until 5:00 P.M.</p>

		<p>system documentation and business communication skills.</p> <p>f. Must be a graduate of a bachelor's degree in Information Technology, Computer Science, Business Administration, or any degree course with IT-related background and training.</p>	
Application Team Lead/Senior Developer	1	<p>a. Minimum of five (5) years' experience in computer programming, maintenance, and enhancement of IT systems.</p> <p>b. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training.</p> <p>c. Must have strong experience in Agile Methodology</p> <p>d. Strong experience in Secure Software Development</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>

		e. Strong experience with Software Development Life Cycle	
Database Administrator	1	<p>Minimum of six (6) years of IT experience inclusive of three (3) years as Database Administrator.</p> <p>b. Must have certifications relating to the management and use of any enterprise-grade database technologies</p> <p>c. Preferably knowledgeable on RedHat Linux or any equivalent.</p> <p>d. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training.</p>	<p>Amenable for work from home setup or on-premise from Monday to Friday on a full-time basis at least eight (8) hours a day on starting from 8:00 A.M. until 5:00 P.M. and must be on-call 365x24x7</p>
Technical Personnel			
Quality Assurance Analyst	1	<p>Minimum of two (2) years' experience in Quality Management Software and Processes.</p> <p>b. Expertise in testing multiple IT systems relating to budget, accounting,</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>

		<p>and financial management</p> <p>c. Ability to understand and create clear, concise and detail-oriented test plans/cases from specifications or verbal communications.</p> <p>d. Must have strong experience in Agile Methodology</p> <p>e. Must be a graduate of a bachelor's degree in Information technology, Computer Science, Business Administration, or any degree course with IT-related background and training.</p>	
Senior Developers	1	<p>a. Minimum of four (4) years' experience in computer programming, maintenance, and enhancement of IT systems.</p> <p>b. Must have strong experience in Agile Methodology</p> <p>c. Must be a graduate of a bachelor's degree in Information</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>

		<p>Technology, Computer Science or any degree course with IT-related background and training.</p> <p>d. Proficiency with software collaboration tools (git, Jira, etc.)</p> <p>e. Strong experience in Secure Software Development</p> <p>f. Each individual must have the corresponding technical trainings as a requirement.</p>	
Junior Developers	1	<p>a. Minimum of two (2) years' experience in computer programming, maintenance, and enhancement of IT systems.</p> <p>b. Must have strong experience in Agile Methodology</p> <p>c. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training.</p> <p>d. Must have experience in</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>

		Secure Software Development e. Proficiency with software collaboration tools (git, Jira, etc.) f. Each individual must have the corresponding technical trainings as a requirement.	
Systems Administrator/ Hardware Engineer	1	a. Minimum of three (3) years' experience in the configuration, administration, maintenance, setup, and use of Data Center equipment which includes but not limited to: Cisco Catalyst, Nutanix products b. Minimum of three (3) years' experience in the configuration, administration, maintenance, setup, and use of Cloud based technology c. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-	Offsite but must be available during scheduled meetings. Must be on-call 365x24x7

			<p>related background and training.</p> <p>d. Knowledgeable in the security configuration of on-premises and cloud-based technologies e. Must have certifications/trainings related to the field</p>	
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TECHNICAL REQUIREMENTS

1. Use only Enterprise grade CMS;
2. Web based platform using secured technologies;
3. Easy migration of existing CID databases;
4. Should be able to be integrate with other NPC systems, i.e., compatible with other systems within NPC;
5. Must be compatible and able to utilize existing NPC ICT resources;
6. Procurement/Purchase of additional hardware & software as deemed necessary.

FUNCTIONAL REQUIREMENTS

Assigned Administrator of the portal require requisite/restriction overriding capabilities. In addition, the personnel must be capable of general maintenance of the database including system parameters, documentation requirements, and other information.

1. Case Management. The system must provide a Case Management module for NPC staff to process formal complaints lodged through the system. The Case Management module must provide the following functionality:
 - a. Secure Access. Access within NPC staff only.
 - b. Administration. Administration functions for managing user access.
2. Admin Modules / System Management
 - a. System provides the capability to Assign Roles to Users.
 - b. System provides the capability to Assign Users to Issues or Cases.
 - c. System provides a checklist of documents and/or requirements to assist the administrators in the process.

Patula Maria
Theresita Elna

Digitally signed by Patula
Theresita Elna
Date: 2021.06.24 10:34:07
+0800

d. Configurable Workflow. System must provide a workflow manager that implements the "RULES OF PROCEDURE OF THE NATIONAL PRIVACY COMMISSION":

- i. Assigning the case or inquiry
- ii. Assigning a task
- iii. Referred to another agency
- iv. Other Actions (that may be discussed upon awarding of the project)
- v. Verification
- vi. Update / Accept Changes
- vii. Archiving
- viii. Closed

e. Document Management. Uses tag for easy referencing

f. Dashboards. NPC employees assigned to access the system must have a dashboard that displays status of handled cases, assignments, notes and other matters concerning complaints and investigations.

g. Workload Management. Ability for lead investigators to manage the workload of cases assigned to NPC staff.

h. Printing. All data and attachments must have an easy access to printing mechanism.

i. Reporting. Complaint's status and demographics must be presented in an executive reporting manner at any timeframe requested from the system.

j. Examiners report. Must have a feature that can attach examiners report and can viewed only by respective assignee.

k. Complaint assignment. Must have a feature that the Lead Investigator or Team Leader(s) can easily access, view and assign complaints.

l. Roles. Certain roles will have the following access/permissions

i. System Managers

a. Has super-admin capability over the system functionalities and features.

b. Can restrict certain access to any user(s)

ii. Team Leaders

a. Can assign case(s) to any Officer(s). Can view overall progress of the case.

iii. Legal Officers

a. Restricted access limited only to assigned case(s).

b. Reminder features enabled on dashboard and auto-email functionality.

iv. Technical Officers

- a. Restricted access limited only to assigned case(s).
- b. Reminder features enabled on dashboard and auto-email functionality.

v. Customers

- a. Can submit complaint(s) only on the complaints portal.
- b. Has dashboard to view the case progress.
- c. Auto-email function for case progress.

3. Notifications

- a. System provides the facility to send notifications to people/user involved.

4. Search Functionality

5. The system should keep an audit trail of changes to customers and cases including who made the change, and when the change was made. The system should also log all ingoing and outgoing emails and alerts.

6. All these actions or status changes are logged, and time stamped.

7. System provides for a log of all transactions for audit and administration purposes.

8. System must have the ability to use/ seamlessly integrate multi-factor authentication with ease.

9. System must provide strong privacy and data protection and must be compliant with the Philippine's Data Privacy Act of 2012. The system must maintain a strong security posture against unauthorized access of information. A Penetration Testing of the System must be done in accordance with the Open Web Application Security Project (OWASP) Testing Guide version 4 and will cover both the infrastructure used to host the web application and the various web application components. All data and attachments must be stored in a very secured storage that only authorized personnel can access.

10. System provides for administrators to manage access levels:

- a. create
- b. read/ view
- c. edit
- d. publish
- e. delete
- f. others (that may be discussed further)
- g. logging of administrative access must be implemented as well

11. Data-level Security. The system should be able to implement security down to field level where specific privacy considerations need to be implemented.

12. Human Input Safeguards. CAPTCHA should be enabled to keep automated software from engaging in potentially abusive activities with the system and or

other methods in addition.

13. Auto-tagging. Reference number must automatically be generated and must follow the Complaints and Investigation Division reference format.
14. Extensible and Scalable. The system must meet the immediate needs of the NPC, but also be able to meet the NPC's future needs.
 - a. Extensible. The functionality of the system should be able to be extended to meet the future requirements and workflows of the NPC.
 - b. Scalable. The system should be able to scale up to accommodate future predicted caseloads and user volumes.
 - c. Flexible. Change management will be critical, as workflows may change over time. The system will need to be able to be easily modified to reflect such change.
 - d. Interoperable. The system should be able to securely provide data, to other systems within the NPC where required. The system should also allow for the easy ingestion of data from other systems, either via direct access or an import facility.

The above-mentioned functionalities are the bare minimum requirements for the system and may be changed subject to the determination of the CONSULTANT/PROVIDER and the End-Users during the development stage.

TRAINING

A Training Plan shall be submitted which includes the course design and method of delivery, specific topics to be covered and the corresponding date and times for each topic. The plan must also indicate the recommended minimum qualifications of the participants. Training shall be provided to at least ten (10) selected personnel within thirty (30) days from the date of issuance of Certificate of User Acceptance or on the date and time as set by the National Privacy Commission for such purpose. At a minimum, the training must include:

- i. Discussion of the System Design and Architecture (at least 8 hours per system)
- ii. Network, systems, administration and database maintenance of the systems (at least 24 hours per system).
- iii. End-user training (depending on the complexity of the modules, at least 1 day per module)

Proof of completion of required training to be conducted shall be the issuance of training certificates to the participants.

The bidder must be available for consulting following Philippine local time and business hours. References to date and time shall be based on Philippine Standard Time.

OTHER MATTERS (SERVICE LEVEL AGREEMENT)

Technical support must be provided either on-site, via telephone or email to resolve technical and other related problems based on a Service Level Agreement (SLA) with provisions for liquidated damages for non-compliance. Resolution must be delivered based on the following levels of severity:

- a. Severity 1 Critical: Major system or component failure with critical impact on business process. Service has stopped. The problem must be resolved through immediate onsite support (within 4 hours).
- b. Severity 2 High: Minor system or component failure with high impact on business process. The service is running but performance has degraded. The problem must be resolved immediately (within 1 working day).
- c. Severity 3 Moderate: Operational use exhibits signs of non-compliance with agreed functionality. The service is running but certain functions do not work as indicated. The problem must be resolved at the soonest time possible (within 5 working days).
- d. Severity 4 Low: Service is running. Efficiencies would be achieved through desired improvements in the system components. Feature must be available in the next update.

The National Privacy Commission shall have the right to blacklist the service provider, execute redress and demand damages after three (3) instances of non-compliance at any given time during the contract period, of the above-mentioned SLA.

One-tenth of one percent of the total contract cost shall be imposed for every hour or a fraction thereof of service unavailability in excess of the required hours to resolve.

The service provider shall appoint a person possessing the necessary knowledge and technical expertise to serve as the single point of contact and shall be available at the time and manner indicated in the previous section to respond to queries or requests for technical support. The service provider shall also create an escalation procedure to be followed in scenarios where issues are not resolved within SLA.

HARDWARE REQUIREMENTS / SPECIFICATIONS

The following are the requirements with regard the specification of the hardware (on premise or on cloud):

- a. The bidder shall provide all the hardware specifications and software components needed to operate the designed infrastructure for the

developed systems. The developed systems will utilize a virtualized computing environment with an online facility to monitor and provision virtual machines.

- b. The bidder shall submit in paper or digital format a detailed network diagram depicting the applications, network configuration and connectivity of the server components. A detailed hardware deployment plan indicating the specifications and physical connectivity of the hardware as part of the delivery schedule must also be provided (if necessary).

2. Duration

The CONSULTANT shall deliver its obligations to NPC not beyond 31 December 2021 or any other period as may be subsequently decided by the parties through a written agreement but should not exceed December 31, 2021. Delivery shall only be considered complete upon signing of the "Certificate of Acceptance of Output" by the NPC. The CONSULTANT 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; otherwise, this Agreement shall be terminated without need for any further notification.

3. Payment

As consideration for the full and faithful performance by the CONSULTANT of his obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the CONSULTANT a total amount of FOUR MILLION PESOS (Php 4,000,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

Payment shall be made in the following manner and conditions:

% of Contract Cost	Deliverable and Indicative Delivery Date*
10.00%	1. Upon submission of the approved Inception Report within 30 calendar days from the Notice to Proceed
30.00%	2. Upon reaching 35% of the project (Functional database and working modules of the system with minimal to major bugs/errors), the CONSULTANT/PROVIDER will conduct a quality, and performance testing no later than 30 calendar days from submission of Inception Report
30.00%	3. Upon reaching 70% of the project (Functional dashboard that can be used to generate reports with minimal bugs/errors), the

	CONSULTANT/PROVIDER will conduct a quality, and performance testing no later than 30 calendar days from submission of result of quality and performance testing, from item number 2 above.
30.00%	4. Upon reaching 100% of the project (final version is tested, operational and commissioned, hosted in cloud), the CONSULTANT/PROVIDER will conduct a quality, security, and performance testing no later than 30 calendar days from submission of result of quality and performance testing, from item number 3 above.
100.00%	TOTAL

The contract price shall constitute the entire remuneration payable to the CONSULTANT. 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.

Payment shall be processed only after the submission of the following documents:

1. Accomplishment Report
2. Statement of Performance
3. Billing/Claim of Payment
4. Acceptance of Output

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

4. Project Administration

NPC designates the Chief of the Complaints and Investigation Division (CID) as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The CONSULTANT shall submit all deliverables and reports to the Chief of the CID which the latter should accept and recommend for Certificate of Acceptance to the Head of Procuring Entity (HoPE) before processing of payment may commence.

5. Performance Standard

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

The CONSULTANT likewise binds itself to follow the standards imposed by NPC in the delivery of the required services. In relation with this, the CONSULTANT 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 CONSULTANT, 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 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).

The CONSULTANT 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 CONSULTANT, suspend this Agreement if the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 terminate the contract in case it is determined prima facie that the CONSULTANT 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 CONSULTANT 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 CONSULTANT prior to the delay; b) As a result of force majeure, the CONSULTANT 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 CONSULTANT's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The CONSULTANT fails to perform any other obligation under the contract.

10. Relationship

This Agreement neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the CONSULTANT 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 CONSULTANT under this Agreement shall exclusively belong to and remain the property of NPC.

13. Engaging in Related Activities

The CONSULTANT agrees that, during the term of this Agreement and after its termination, the CONSULTANT 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 CONSULTANT shall be responsible for taking out any appropriate insurance coverage.

15. Assignment

The CONSULTANT shall not assign this Agreement or subcontract any portion of it without prior written consent from NPC.

16. Governing Law

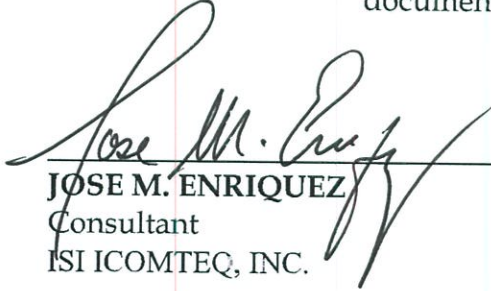
This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of

this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.


17. Miscellaneous Provisions

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 if 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.



JOSE M. ENRIQUEZ
Consultant
ISI ICOMTEQ, INC.



RAYMUND ENRIQUEZ LIBORO
Commissioner and Chairman
National Privacy Commission

Patula Maria Theresta Einar
Digitally signed by Patula Maria Theresta Einar
Date: 2021.06.24 12:38:47 +0800



JENSEN JOY L. BALICUD
NAME
Accountant III
National Privacy Commission

SIGNED IN THE PRESENCE OF:

Santos Michael Reyes
Digitally signed by Santos Michael Reyes
Date: 2021.05.24 13:08:03 +0800

ACKNOWLEDGMENT

Republic of the Philippines)
City of QUEZON CITY) Ss.

BEFORE ME, a Notary Public for and in the above jurisdiction on this
JUN 30 2021 personally appeared:

Name	Competent Proof of Identity	Date of Issue	Place of Issue
JOSE M. ENRIQUEZ	[REDACTED]		[REDACTED]
RAYMUND ENRIQUEZ LIBORO	[REDACTED]		[REDACTED]

Known to me to be the same persons who executed the foregoing Contract Agreement for the entities that they each represent and acknowledged to me that it is their free act and deed, consisting of only twenty-three (23) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this JUN 30 2021 at QUEZON CITY,
Philippines.

NOTARY PUBLIC

Doc. No. 361
Page No. 62
Book No. 246
Series of 2021.

Patula Maria
Theresita
Einar
Digitally signed by
Patula Maria Theresita
Einar
Date: 2021.06.24
13:32:15 +08'00'

ATTY. JASON G. DE BELEN
Ref No. 36259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBP AR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 24 JUN 2021
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

MR. JOSE M. ENRIQUEZ hereinafter referred to as the "**Consultant**"

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 **Consultant** 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 **Consultant**
- c) Information that is known and possessed by the **Consultant** prior to the disclosure to the **Consultant** 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 **Consultant**, 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 **Consultant**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Consultant** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Consultant** 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 **Consultant** shall maintain the duty of professional secrecy with regard to confidential information to which the **Consultant** 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 **Consultant** 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 **Consultant** 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 **Consultant** and which are obtained during the **Consultant's** term, employment or contract. The **Consultant** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Consultant** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Consultant** shall promptly give a written request to the NPC in order for the NPC to seek immediate and appropriate action. The NPC and the **Consultant** 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 **Consultant** accidentally makes an unauthorized disclosure of any confidential information, the **Consultant** 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 **Consultant** 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 **Consultant /S** of the NPC and cooperate in protecting the confidential information and imposing sanctions on the **Consultant /S** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultant** 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 **Consultant**.

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


MR. JOSE M. ENRIQUEZ
CONSULTANT

Signed in the presence of:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

QUEZON CITY

JUN 30 2021

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		
JOSE M. ENRIQUEZ		

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. 307
Page No. 62
Book No. 240
Series of 2021

ATTY. JASON G. DE BELEN
Reg. No. 36259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBP AR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22

Ref No.: CAF2021-01-015(20)

Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila

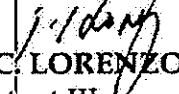
CERTIFICATION OF AVAILABILITY OF FUNDS

This is to certify that funds are available to cover the payment for *One (1) lot Case Management System* with Approved Budget for the Contract (ABC) amounting to *Four Million Pesos Only (Php4,000,000.00)* chargeable against *ICT-Consultancy Services (Operations-MOOE)*, under FY 2020 Continuing Appropriations (RA 11520), programmed under the NPC FY 2020 APP - Continuing with Item No. 2020-0177.

This certificate is being issued upon the request of Complaints and Investigation Division (CID) for Procurement Activity purposes only, subject to the provisions of the Revised RA9184 and its IRR, GPPB Circulars and other applicable laws.

Issued this 14th day of January 2021 at 5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila.

Certified Funds Available:

Sgd. 
TEODULO C. LORENZO
Accountant III

References:

- FY 2020 Continuing Appropriations or RA 11520 signed/approved dated 29 December 2020
- BAC Minutes dated 28 December 2020 re: procurable items charged under FY 2020 Cont. Appro.
- Purchase Request No.: 2020-11-0114, Dated 14 January 2021(revised)



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

CASE MANAGEMENT SYSTEM

TERMS OF REFERENCE

I. BACKGROUND AND PROJECT STATEMENT

The National Privacy Commission, established by the Data Privacy Act of 2012, has the clear and notable mandate to be the country's privacy watchdog. The daunting and challenging role is outlined in its operational goals to ensure that data subject's RIGHTS ARE PROMOTED, data subject RIGHTS ARE PROTECTED, and to do the RIGHT THINGS RIGHT.

The Commission's goal is the protection of every citizen's data privacy through the maximum compliance of all individuals and organizations processing data with national and international data privacy standards.

To be true to its vision, "A world-class regulatory and enforcement agency upholding the right to privacy and data protection while ensuring the free flow of information, committed to excellence, driven by a workforce that is highly competent, future-oriented, and ethical, towards a competitive, knowledge-based, and innovative nation", the Commission is adopting the digitization of its processes to achieve its objectives.

Currently, the most urgent of the requirements of NPC is the automation of the processes and management of complaints and formal cases. The Case Management System (CMS), will provide the NPC with a means to monitor which stage of the proceedings the complaints fall under.

II. PROJECT OBJECTIVE

The objectives of the project are as follows:

1. Provide NPC users a web portal in order to use the Case Management System.
2. Create a repository of all filed complaints.
3. Provide means for tracking status of complaints.
4. Provide a facility for reporting and dashboards.
5. Consolidate data for use in analytics.

As NPC gets more dependent on digital technology, it realizes the need for electronic identity verification. It is preferred that the system has the capability to verify user identity electronically.

III. PROJECT DURATION

The final version of the system shall be tested, operational and commissioned on or before 30 September 2021. Extending the project will subject the Consultant developer to penalties and surcharges (as stipulated in the Revised IRR of RA 9184) unless the fault is attributable to NPC. The Consultant is expected to strictly follow the schedule of delivery.

IV. SCOPE OF SERVICES

This project involves not only the provision of the software development but also associated hardware and support services that are necessary to achieve the project's objective.

1. The development of the CMS is composed of the following modules and its functionalities:
 - i. Admin Dashboard
 - Ability to change status of cases
 - Ability to designate cases
 - Ability to upload reports, Commission Orders, and recommendations to the case file
 - Role-based access to features
 - Status tracker of assigned cases
 - Viewing of submitted evidences and pleadings. Only the administrator and assigned personnel can access the documents.
 - ii. Analytics and Performance Dashboard
 - Ability to provide reports of filed, ongoing, and assigned cases
 - Ability to categorize cases based on the nature of complaints or respondent in order to see trends
2. The provision of the necessary user, administrative and technical trainings that cover the CMS usage, database administration, and others
3. The performance of one (1) year warranty for CMS.
4. Inception Report

The CONSULTANT/PROVIDER or the scope of the work shall deliver an Inception Report within one (1) month from issuance of Notice to Proceed (NTP). The report shall be consisting of the following, but not limited to:

- Project approach, work plan, impact analysis, and software development methodology
- Initial assessment or review on the end-user's application system proposal/terms of reference.
- Review of the NPC's current domain model, and the supporting conceptual diagram for the NPC Software Ecosystem that support the reality if the structures, modules, behaviors and interfaces of the application systems to support the development lifecycle.
- Configured development environment that will be used for project based on the work plan subject to approval of the Inception Report.

A Certificate of Acceptance for the Inception Report shall be issued by the Inspection and Acceptance Committee with the recommendation of the end user and the IMISU.

5. Deployment Services

i. Cloud

The CONSULTANT/PROVIDER shall provide deployment services of the project is ready for production after meeting the requirements for production deployment. These services shall include the following but not limited to:

- Preparation of the application system to deploy on a cloud environment specified by the end user.
- Application and configuration of Transport Layer Security (TLS) for data encryption that includes the deployment of certificate.
- Configuration of instance
- Configuration of Remote Desktop connections to role instances,
- Configuration of diagnostics for the cloud service
- Domain and web server deployment and configuration

Before the CONSULTANT/PROVIDER deploys the service in the cloud, the CONSULTANT/PROVIDER shall seek the approval of the end-user.

ii. On-Premises

In the event that NPC is ready for on-premises deployment, the CONSULTANT/PROVIDER, shall cause the migration of the system, at no additional cost to the NPC. Aside from migrating the system, the CONSULTANT/PROVIDER shall initiate the following acts, including, but not limited to:

- Preparation of the application system to deploy on an on-premises environment specified by the end-user.
- Domain and web server deployment and configuration
- Configuration of Virtual machines or remote desktop.
- Configuration and application of firewall

6. Quality, security, and performance testing

The CONSULTANT/PROVIDER shall ensure that the application system project(s) are tested accordingly based on the quality, security and performance based on the end user's requirements. The CONSULTANT/PROVIDER shall provide test plans and test case design and its results to the end user and IMISU. The types of testing that will be provided shall be the following, but not limited to:

i. Agile Testing

The CONSULTANT/PROVIDER shall conform to the iterative requirements agreed by the end user, the IMISU and the CONSULTANT/PROVIDER. The testing methodologies that shall be used are the following but not limited to: (a) Behavior Driven Development (BDD); (b) Acceptance Test Driven Development (ATDD); and (s) Exploratory Testing.

The CONSULTANT/PROVIDER shall provide the complete lifecycle procedures, test plans and test case designs for the approval of the end-user with the recommendation of the IMISU. The testing requirements for the Agile Testing shall focus on the quality, functionality and performance of the application system. Other testing methods (e.g. regression testing, automated testing, performance testing etc.) may be included or added to the testing plan based on the end-user's decisions.

ii. Security Testing

The CONSULTANT/PROVIDER shall provide detailed security testing reports about the possible threats and vulnerabilities of the application system on the network, system software, client-side application and server-side application. The security testing shall be done twice, before the deployment in production and after the deployment. The CONSULTANT/PROVIDER shall conform to the resource requirements of the Open Web Application Security Project (OWASP) Top 10. The reports shall be submitted to the end-user and IMISU.

iii. Agile development methodology

The CONSULTANT/PROVIDER shall, on a regular basis, meet with the End User to conduct the following:

- Provide status updates about the development of the system
- Conduct interviews with the End-User to determine their requirements, system flow, etc.,
- Create user stories based on information from end users
- Accept feedbacks/comments from the End-User and apply revisions on the system, if necessary.

7. Privacy Impact Assessment

The CONSULTANT/PROVIDER shall fully participate to the end user's conduct of privacy impact assessment (PIA) to the proposed application system.

8. Additional Application System Definition/Development Requirements

The CONSULTANT/PROVIDER shall integrate the privacy concerns, results and approved recommendations into the engineering practices for systems and software engineering lifecycle processes.

9. High Availability/Disaster Recovery

At all times, including force majeure, the CONSULTANT/PROVIDER shall ensure that the system will not be compromised, i.e. loss, destruction, alteration, unauthorized acquisition of data, and other analogous cases. The CONSULTANT/PROVIDER shall likewise ensure that in cases of force majeure, the system shall be made functional and operational through an appropriate disaster recovery / redundancy program at the most reasonable, earliest time throughout the duration of cloud hosting.

V. MANPOWER REQUIREMENTS

The proposed project team must be composed of experts and specialists as indicated in the table below. Overlapping of roles (functions) is allowed provided such functions are related.

In this respect, the persons' names and functions must be explicitly specified. However, the Consultant has the option to add more personnel depending on his work strategy. The curriculum vitae must be signed by the person.

Position	Minimum Number of Personnel	Qualifications	Time/Work Arrangements
Key Personnel			
Project Manager	1	<ul style="list-style-type: none"> a. Minimum of ten (10) years of IT experience inclusive of five (5) years of experience in support, maintenance, development and deployment of complex mission-critical applications relating to software development. b. Certification in Information Technology Infrastructure Library (ITIL) Framework or any globally accepted project management certification. 	<p>Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7</p>

			<ul style="list-style-type: none"> c. Familiar with Agile Development d. Experience in both private and e-Government application development, project management, service management based on best practices and industry standards. e. Highly efficient in preparing reports, technical and business communication writing and articulate in oral communication. f. Must be a graduate of a bachelor's degree in Information Technology, Computer Science, Business Administration, or any degree course with comprehensive IT-related training and work experience. Master's Degree is an advantage 	
Application Support Analyst	1	<ul style="list-style-type: none"> a. Minimum of five (5) years of IT experience inclusive of three (3) years of experience in business and system analysis and design related to complex mission-critical applications relating to software development. b. Acquired foundation in Information Technology Infrastructure Library (ITIL) or any globally accepted project management certification. c. Background in performing preliminary user testing for related applications and systems. 	Amenable for work from home setup or on-premise from Monday to Friday on a full-time basis on a regular time schedule starting from 8:00 A.M. until 5:00 P.M.	

			<ul style="list-style-type: none"> d. Have strong experience in Agile Methodology e. Strong system documentation and business communication skills. f. Must be a graduate of a bachelor's degree in Information Technology, Computer Science, Business Administration, or any degree course with IT-related background and training. 	
Application Team Lead/Senior Developer	1		<ul style="list-style-type: none"> a. Minimum of five (5) years' experience in computer programming, maintenance, and enhancement of IT systems. b. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training. c. Must have strong experience in Agile Methodology d. Strong experience in Secure Software Development e. Strong experience with Software Development Life Cycle 	Offsite but must be available during scheduled meetings. Must be on-call 365x24x7
Database Administrator	1		<ul style="list-style-type: none"> a. Minimum of six (6) years of IT experience inclusive of three (3) years' as Database Administrator. b. Must have certifications relating to the management and use of any enterprise-grade database technologies c. Preferably knowledgeable on 	Amenable for work from home setup or on-premise from Monday to Friday on a full-time basis at least eight (8) hours a day on starting from 8:00 A.M.

			<p>RedHat Linux or any equivalent.</p> <p>d. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training.</p>	<p>until 5:00 P.M. and must be on-call 365x24x7</p>
Technical Personnel				
Quality Assurance Analyst	1		<p>a. Minimum of two (2) years' experience in Quality Management Software and Processes.</p> <p>b. Expertise in testing multiple IT systems relating to budget, accounting, and financial management</p> <p>c. Ability to understand and create clear, concise and detail-oriented test plans/cases from specifications or verbal communications.</p> <p>d. Must have strong experience in Agile Methodology</p> <p>e. Must be a graduate of a bachelor's degree in Information technology, Computer Science, Business Administration, or any degree course with IT-related background and training.</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>
Senior Developers	1		<p>a. Minimum of four (4) years' experience in computer programming, maintenance, and enhancement of IT systems.</p> <p>b. Must have strong experience in Agile Methodology</p> <p>c. Must be a graduate of a bachelor's degree in</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>

			<p>Information Technology, Computer Science or any degree course with IT-related background and training.</p> <p>d. Proficiency with software collaboration tools (git, Jira, etc.)</p> <p>e. Strong experience in Secure Software Development</p> <p>f. Each individual must have the corresponding technical trainings as a requirement.</p>	
Junior Developers	1		<p>a. Minimum of two (2) years' experience in computer programming, maintenance, and enhancement of IT systems.</p> <p>b. Must have strong experience in Agile Methodology</p> <p>c. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training.</p> <p>d. Must have experience in Secure Software Development</p> <p>e. Proficiency with software collaboration tools (git, Jira, etc.)</p> <p>f. Each individual must have the corresponding technical trainings as a requirement.</p>	<p>Offsite but must be available during scheduled meetings. Must be on-call 365x24x7</p>
Systems Administrator/ Hardware Engineer	1		<p>a. Minimum of three (3) years' experience in the configuration, administration, maintenance, setup, and</p>	<p>Offsite but must be available during scheduled</p>

		<p>use of Data Center equipment which includes but not limited to: Cisco Catalyst, Nutanix products</p> <p>b. Minimum of three (3) years' experience in the configuration, administration, maintenance, setup, and use of Cloud based technology</p> <p>c. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training.</p> <p>d. Knowledgeable in the security configuration of on-premise and cloud-based technologies</p> <p>e. Must have certifications/trainings related to the field</p>	<p>meetings. Must be on-call 365x24x7</p>
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VI. TECHNICAL REQUIREMENTS

1. Use only Enterprise grade DBMS;
2. Web based platform using secured technologies;
3. Easy migration of existing CID databases;
4. Should be able to be integrate with other NPC systems, i.e., compatible with other systems within NPC;
5. Must be compatible and able to utilize existing NPC ICT resources;
6. Procurement/Purchase of additional hardware & software as deemed necessary.

VII. FUNCTIONAL REQUIREMENTS

Assigned Administrator of the portal require requisite/restriction overriding capabilities. In addition, the personnel must be capable of general maintenance of the database including system parameters, documentation requirements, and other information.

1. Case Management. The system must provide a Case Management module for NPC staff to process formal complaints lodged through the system. The Case Management module must provide the following functionality:
 - a. Secure Access. Access within NPC staff only.
 - b. Administration. Administration functions for managing user access.
2. Admin Modules / System Management
 - a. System provides the capability to Assign Roles to Users.
 - b. System provides the capability to Assign Users to Issues or Cases.
 - c. System provides a checklist of documents and/or requirements to assist the administrators in the process.
 - d. Configurable Workflow. System must provide a workflow manager that implements the "RULES OF PROCEDURE OF THE NATIONAL PRIVACY COMMISSION":
 - i. Assigning the case or inquiry
 - ii. Assigning a task
 - iii. Referred to another agency
 - iv. Other Actions (that may be discussed upon awarding of the project)
 - v. Verification
 - vi. Update / Accept Changes
 - vii. Archiving
 - viii. Closed
 - e. Document Management. Uses tag for easy referencing
 - f. Dashboards. NPC employees assigned to access the system must have a dashboard that displays status of handled cases, assignments, notes and other matters concerning complaints and investigations.
 - g. Workload Management. Ability for lead investigators to manage the workload of cases assigned to NPC staff.
 - h. Printing. All data and attachments must have an easy access to printing mechanism.
 - i. Reporting. Complaints status and demographics must be presented in an executive reporting manner at any timeframe requested from the system.
 - j. Examiners report. Must have a feature that can attach examiners report and can viewed only by respective assignee.
 - k. Complaint assignment. Must have a feature that the Lead Investigator or Team Leader(s) can easily access, view and assign complaints.
 - l. Roles. Certain roles will have the following access/permissions
 - i. System Managers
 - a. Has super-admin capability over the system functionalities and features.
 - b. Can restrict certain access to any user(s)
 - ii. Team Leaders
 - a. Can assign case(s) to any Officer(s). Can view overall progress of the case.
 - iii. Legal Officers
 - a. Restricted access limited only to assigned case(s).
 - b. Reminder features enabled on dashboard and auto-email functionality.

- iv. Technical Officers
 - a. Restricted access limited only to assigned case(s).
 - b. Reminder features enabled on dashboard and auto-email functionality.
- v. Customers
 - a. Can submit complaint(s) only on the complaints portal.
 - b. Has dashboard to view the case progress.
 - c. Auto-email function for case progress.
- 3. Notifications
 - a. System provides the facility to send notifications to people/user involved.
- 4. Search Functionality
- 5. The system should keep an audit trail of changes to customers and cases including who made the change, and when the change was made. The system should also log all ingoing and outgoing emails and alerts.
- 6. All these actions or status changes are logged, and time stamped.
- 7. System provides for a log of all transactions for audit and administration purposes.
- 8. System must have the ability to use/ seamlessly integrate multi-factor authentication with ease.
- 9. System must provide strong privacy and data protection and must be compliant with the Philippine's Data Privacy Act of 2012. The system must maintain a strong security posture against unauthorized access of information. A Penetration Testing of the System must be done in accordance with the Open Web Application Security Project (OWASP) Testing Guide version 4 and will cover both the infrastructure used to host the web application and the various web application components. All data and attachments must be stored in a very secured storage that only authorized personnel can access.
- 10. System provides for administrators to manage access levels:
 - a. create
 - b. read/ view
 - c. edit
 - d. publish
 - e. delete
 - f. others (that may be discussed further)
 - g. logging of administrative access must be implemented as well
- 11. Data-level Security. The system should be able to implement security down to field level where specific privacy considerations need to be implemented.
- 12. Human Input Safeguards. CAPTCHA should be enabled to keep automated software from engaging in potentially abusive activities with the system and or other methods in addition.
- 13. Auto-tagging. Reference number must automatically be generated and must follow the Complaints and Investigation Division reference format.
- 14. Extensible and Scalable. The system must meet the immediate needs of the NPC, but also be able to meet the NPC's future needs.
 - a. Extensible. The functionality of the system should be able to be extended to meet the future requirements and workflows of the NPC.

- b. Scalable. The system should be able to scale up to accommodate future predicted caseloads and user volumes.
- c. Flexible. Change management will be critical, as workflows may change over time. The system will need to be able to be easily modified to reflect such change.
- d. Interoperable. The system should be able to securely provide data to other systems within the NPC where required. The system should also allow for the easy ingestion of data from other systems, either via direct access or an import facility.

The above-mentioned functionalities are the bare minimum requirements for the system and may be changed subject to the determination of the CONSULTANT/PROVIDER and the End-Users during the development stage.

VIII. DOCUMENTATION

The following documentation documents are required to be submitted:

- a. Design documents: Design proposal which includes functional specifications, technical specifications, security specifications, operational specifications, environmental specifications, network topology, proposed work program and schedule supported by Gantt charts and capacity planning guide, and other such design documents determined in the Inception Report.
- b. Technical documents: Installation and Configuration manual, operations manual, user's manual, developer's documentation, API references, training materials, security management manual, database maintenance manual, network administration manual and program source code, and other such technical documents determined in the Inception Report.

IX. TRAINING

A Training Plan shall be submitted which includes the course design and method of delivery, specific topics to be covered and the corresponding date and times for each topic. The plan must also indicate the recommended minimum qualifications of the participants. Training shall be provided to at least ten (10) selected personnel within thirty (30) days from the date of issuance of Certificate of User Acceptance or on the date and time as set by the National Privacy Commission for such purpose. At a minimum, the training must include:

- i. Discussion of the System Design and Architecture (at least 8 hours per system)
- ii. Network, systems, administration and database maintenance of the systems (at least 24 hours per system).
- iii. End-user training (depending on the complexity of the modules, at least 1 day per module)

Proof of completion of required training to be conducted shall be the issuance of training certificates to the participants.

The bidder must be available for consulting following Philippine local time and business hours. References to date and time shall be based on Philippine Standard Time.

X. SERVICE LEVEL AGREEMENT

Technical support must be provided either on-site, via telephone or email to resolve technical and other related problems based on a Service Level Agreement (SLA) with provisions for liquidated damages for non-compliance. Resolution must be delivered based on the following levels of severity:

- a. Severity 1 Critical: Major system or component failure with critical impact on business process. Service has stopped. The problem must be resolved through immediate onsite support (within 4 hours).
- b. Severity 2 High: Minor system or component failure with high impact on business process. The service is running but performance has degraded. The problem must be resolved immediately (within 1 working day).
- c. Severity 3 Moderate: Operational use exhibits signs of non-compliance with agreed functionality. The service is running but certain functions do not work as indicated. The problem must be resolved at the soonest time possible (within 5 working days).
- d. Severity 4 Low: Service is running. Efficiencies would be achieved through desired improvements in the system components. Feature must be available in the next update.

The National Privacy Commission shall have the right to blacklist the service provider, execute redress and demand damages after three (3) instances of non-compliance at any given time during the contract period, of the above-mentioned SLA.

One-tenth of one percent of the total contract cost shall be imposed for every hour or a fraction thereof of service unavailability in excess of the required hours to resolve.

The service provider shall appoint a person possessing the necessary knowledge and technical expertise to serve as the single point of contact and shall be available at the time and manner indicated in the previous section to respond to queries or requests for technical support. The service provider shall also create an escalation procedure to be followed in scenarios where issues are not resolved within SLA.

XI. HARDWARE REQUIREMENTS / SPECIFICATIONS

The following are the requirements with regard the specification of the hardware (on premise or on cloud):

- a. The bidder shall provide all the hardware specifications and software components needed to operate the designed infrastructure for the developed systems. The developed systems will utilize a virtualized computing environment with an online facility to monitor and provision virtual machines.
- b. The bidder shall submit in paper or digital format a detailed network diagram depicting the applications, network configuration and connectivity of the server components. A detailed hardware deployment plan indicating the specifications and physical connectivity of the hardware as part of the delivery schedule must also be provided (if necessary).

XII. MODE OF PROCUREMENT

The mode of procurement shall be Competitive bidding.

XIII. NATURE OF PROCUREMENT

The procurement shall follow the "Consulting services" guidelines.

XIV. SOURCE OF FUNDS AND APPROVED BUDGET FOR THE CONTRACT (ABC)

Source of Fund: Maintenance and other operating expenses, NPC 2020 Annual Procurement Plan, NPC ISSP (2018-2020)

Approved Budget for the Contract: Four Million Pesos Only (P4,000,000.00)

XV. TERMS OF PAYMENT

Payment shall be made after the final submission and acceptance of outputs, to be fleshed-out by the winning consultant and the NPC but consistent with the following:

% of Contract Cost	Deliverable and Indicative Delivery Date*
10.00%	Upon submission of the approved Inception Report within 30 days from the Notice to Proceed

30.00%	Upon reaching 35% of the project (Functional database and working modules of the system with minimal to major bugs/errors), the CONSULTANT/PROVIDER will conduct a quality, and performance testing no later than 31 May 2021
30.00%	Upon reaching 70% of the project (Functional dashboard that can be used to generate reports with minimal bugs/errors), the CONSULTANT/PROVIDER will conduct a quality, and performance testing no later than 31 July 2021
30.00%	Upon reaching 100% of the project (final version is tested, operational and commissioned, hosted in cloud), the CONSULTANT/PROVIDER will conduct a quality, security, and performance testing no later than 30 September 2021
100.00%	TOTAL

* Indicative delivery dates may be adjusted after receipt of written request to NPC. The contract shall be completed on or before 30 September 2021.

XVI. CRITERIA FOR EVALUATION

The CONSULTANT/PROVIDER must comply with the qualifications as required by RA 9184 and its IRR.

- The BAC shall draw up the short list of consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act," and its Implementing Rules and Regulations (IRR). The short list shall consist of three (3) prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

<i>Rating Factor (Hurdle Rate 70%)</i>	<i>Weight</i>
<i>A. Applicable experience of the consultant</i>	
<i>I. Overall experience of the firm</i>	<i>10%</i>
<i>II. Individual experiences of the principal and key staff</i>	<i>10%</i>
<i>III. Times when employed by other consultants</i>	<i>10%</i>
<i>B. Qualification of principal and key staff of the consultant who may be assigned to the job vis-à-vis extent and complexity of the undertaking</i>	<i>50%</i>
<i>C. Current workload relative to job capacity</i>	<i>20%</i>

* Note: Passing rate shall be set to 70%, consultant who does not meet the passing rate will be disqualified to the next phase of evaluation

- The Procuring Entity shall evaluate bids using the Quality-Cost Based Evaluation (QCBE) procedure. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

Criteria for Bid Evaluation	Max Points (100 points)
QUALITY OF PERSONNEL (Total Max Score is 50%)	
Suitability of key staff	15%
General qualifications and competence	30%
Education and training of key staff	5%
EXPERIENCE AND CAPABILITY OF THE CONSULTANT (Total Max Score is 30%)	
Records of previous engagement and quality performance	6%
Relationship with previous and current clients	6%
Overall work commitments	6%
Geographical distribution of projects	6%
Attention to be given by the consultant	6%
PLAN OF APPROACH AND METHODOLOGY (Total Max Score is 20%)	
Clarity, feasibility, innovativeness and comprehensiveness of the plan approach	10%
Quality of interpretation of project problems, risks and suggested solutions	10%

* Note: Passing rate shall be set to 75%, consultant who does not meet the passing rate will be disqualified to the next phase of evaluation

XVII. OWNERSHIP OF DATA

All data, source code, resources pertaining to the system shall be owned exclusively by the NPC.

XVIII. RETENTION, DELETION AND DISPOSAL OF DATA

Personal data may be retained only for as long as necessary for the fulfillment of the purposes for which data was obtained. For this purpose, the personal data processed by the CONSULTANT/PROVIDER shall be disposed of after the fulfillment of its contract.

Upon the fulfillment of the contract, any personal data processed by the CONSULTANT/PROVIDER must be deleted and disposed of in accordance with the provisions of the Data Privacy Act, its Implementing Rules and Regulations, and other issuances of the NPC. The deletion and disposal of data shall be under the supervision of the NPC. After the deletion and disposal of the data, the CONSULTANT/PROVIDER must issue a certification that the data were indeed deleted and disposed of properly.

XIX. WARRANTIES OF THE SERVICE PROVIDER

The service provider warrants that it shall conform strictly with the terms and conditions of this Terms of Reference. The warranty period shall commence upon issuance of the Certificate of User Acceptance with the applicable period, which shall be for twelve (12) months to cover software upgrades, security patches and technical support. The service provider warrants that its personnel shall take all necessary precautions for the safety of persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. The service provider shall coordinate with the authorized and/or designated National Privacy Commission personnel in the performance of their jobs. The service provider shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the National Privacy Commission shall be specifically released from all liabilities arising therefrom.

XX. CONFIDENTIALITY OF DATA

The service provider shall document detailed procedures and techniques in identifying systems security risks and breaches and how such shall be handled. All project staff of the service provider shall be required to sign a non-disclosure agreement immediately at the start of the project and before commencing work on the Inception Report. All systems to which the project staff of the service provider shall be granted access to, its components, parts, specifications, data, ideas, technology, and technical and non-technical materials (collectively referred to here as "Proprietary Information") are confidential and proprietary to National Privacy Commission. The service provider agrees to hold the Proprietary Information in strict confidence and further agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without the prior written approval of the National Privacy Commission.

Prepared by:

Canlas Walden
Federick
Sgd Ramoneda
Digitally signed by Canlas
Walden Federick Ramoneda
Date: 2021.05.12 08:45:48
+08'00'

WALDEN FEDERICK R. CANLAS
ITO-I, CID

Recommending approval:

Santos
sgd Michael Reyes
ATTY. MICHAEL R. SANTOS
OIC, CID
Digitally signed by
Santos Michael Reyes
Date: 2021.05.12
09:22:55 +08'00'

Approved by:

Patula Maria
sgd Theresita Elnar
ATTY. THERESITA E. PATULA
Director IV, Legal and Enforcement Office

Digitally signed by Patula
Maria Theresita Elnar
Date: 2021.05.12 09:26:17
+08'00'

Date: _____

Reference Number:



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: JUL 14 2021


JOSE M. ENRIQUEZ
President & Chief Operating Officer/Consultant
ISI Icomteq Inc.
Heart of the City, Suite 303, 40 Sgt. Esguerra Ave.
South Triangle, Quezon City

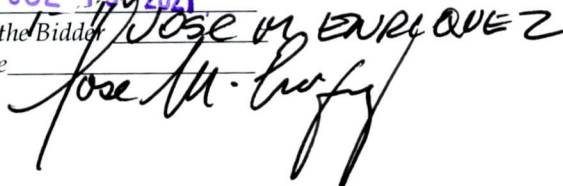
Dear Mr. ENRIQUEZ:

Notice is hereby given to **ISI ICOMTEQ, INC.** for the commencement of the consulting services for the **Case Management System for the National Privacy Commission** at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Memorandum of Agreement.

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,


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Sgd-mel

I acknowledge receipt of this notice on JUL 15 2021
Name of the authorized representative of the Bidder JOSE M. ENRIQUEZ
Signature of the authorized representative 

Ref No.: Admin-21-00451

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