Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No.023-2021, Series of 2021

RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF DPO ACE AUTOMATED EXAMINATION SYSTEM (DPO ACE AES) - CUSTOMIZED SOFTWARE/SYSTEM LICENSE TO SAGESOFT SOLUTIONS, INC. & MAROONSTUDIOS, INC. (JOINT VENTURE) AS THE LOWEST CALCULATED AND RESPONSIVE BIDDER

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

WHEREAS, in order to better equip its Data Protection Officers, the NPC saw it fit to procure DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License under APP Item No. 2020-0195 with an Approved Budget for the Contract (ABC) amounting to Php5,400,000.00;

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 (RIRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 13 January 2021, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where the details pertaining to this procurement was discussed and clarified;

WHEREAS, on 15 January 2020, the Invitation to Bid was posted in the PhilGEPS and NPC website as well as the NPC bulletin board together with the Bidding Documents. Invitations to observers were also sent through mail in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, on 4 February 2021, the Pre-bid Conference was conducted where prospective bidders clarified some concerns. Such concerns were then addressed through the Supplemental Bid Bulletin issued by the NPC, a copy of which were furnished to the prospective bidders and published in the NPC website, bulletin board and PhilGEPS website;

WHEREAS, the NPC-BAC set the deadline of submission of the Bids on 18 February 2021 at 10 a.m. where three (3) bidders, Sagesoft Solutions, Inc. & Maroonstudios, Inc. (Joint Venture), Wizard Technologies, Inc., and Mybusybee Inc. submitted their bids;

WHEREAS, on the same date at 03:00 p.m., the NPC-BAC proceeded to open the bids submitted and conduct preliminary evaluation to determine the bidders' compliance with the documents required to be submitted for eligibility and technical requirements. The NPC-BAC with the assistance of the TWG checked the submitted documents of the bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion in accordance with Section 25 of the IRR of R.A. 9184;

WHEREAS, upon inspection and evaluation of the eligibility requirements submitted, it was determined that only Sagesoft Solutions, Inc. & Maroonstudios, Inc. (Joint Venture) and Mybusybee Inc. passed all the eligibility requirements prescribed in accordance to the provisions of the IRR of R.A. 9184;

WHEREAS, on 19 February 2021, the BAC conducted a bid evaluation on both bids in accordance with Section 30 of the IRR of R.A. 9184 and prepared the corresponding Abstract of Bids as Calculated attached as Annex "A", with the bid of Sagesoft Solutions, Inc. & Maroonstudios, Inc. (Joint Venture) being determined as the Lowest Calculated Bid;

WHEREAS, on 23 February 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, attached as Annex "B", and adopted the same, noting the recommendations made therein by the BAC-TWG specifically the requirement on the submission of new mayor's permit before payment of contract pursuant to GPPB Resolution No. 09-2020;

WHEREAS, noting no issues in the BAC-TWG Post-Qualification Report, it was moved and seconded to declare the bid by Sagesoft Solutions, Inc. & Maroonstudios, Inc. (Joint Venture) as the Lowest Calculated and Responsive Bid;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that Sagesoft Solutions, Inc. & Maroonstudios, Inc. (Joint Venture), be declared as the lowest calculated and responsive

bidder and be recommended for the award of contract for the procurement of DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License amounting to Php3,780,000;

RESOLVED this 23rd day of February 2021, via combination of on-site and videoconference meeting.

ATTEST:

<table>
<tr>
<td align="center">Sgd.
MR. ERWIN D. ESPENILLA
<i>Executive Assistant IV, OPC</i>
<i>BAC Member</i></td>
<td align="center"><i>On official business</i>
ATTY. AURELLE DOMINIC E. NARAG
<i>Executive Assistant IV</i>
<i>BAC Member</i></td>
</tr>
<tr>
<td align="center">Ragsag Jonathan Rudolph Yandan
Digitally signed by Ragsag Jonathan Rudolph Yandan
Date: 2021.02.24 14:49:00 +08'00'
JONATHAN RUDOLPH Y. RAGSAG
<i>OIC-Chief, DSTSD</i>
<i>BAC Member</i></td>
<td align="center">Mendoza Ma Josefina Eusebio
Digitally signed by Mendoza Ma Josefina Eusebio
Date: 2021.02.24 11:10:10 +08'00'
ATTY. MA. JOSEFINA E. MENDOZA
<i>OIC-Division Chief, Legal Division</i>
<i>BAC Member</i></td>
</tr>
</table>

Digitally signed by Villasoto Ivy Grace Torres
Date: 2021.02.24 08:57:02 +08'00'

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

Patula Maria Theresita Elnar
Digitally signed by Patula Maria Theresita Elnar
Date: 2021.02.24 12:10:56 +08'00'

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

Approved:

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity

0 4 MAR 2021

Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

U 4 MAR 2021

Mr. James Mendoza
Representative
Sagesoft Solutions, Inc.
8th and 9th Floor Jafer Place Bldg.,
19 Eisenhower Street, San Juan City, Metro Manila

Mr. Benson Cruz
Representative
Maroonstudios, Inc.
115 Dr. Alejos Street, Quezon City

Dear Mr. Mendoza and Mr. Cruz:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 023-2021 series of 2021, the contract for the **PROCUREMENT OF DPO ACE AUTOMATED EXAMINATION SYSTEM** amounting to THREE MILLION SEVEN HUNDRED EIGHTY THOUSAND AND 0/100 PESOS (Php3,780,000.00), VAT inclusive, is awarded to *Sagesoft Solutions, Inc.* and *Maroonstudios, Inc. (Joint Venture)* consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

RAYMUND E. LIBORO   sgd arp
Privacy Commissioner
Head of the Procuring Entity
0 4 MAR 2021

Conforme:

Mr. James Mendoza/ Mr. Benson Cruz
Representative
Sagesoft Solutions, Inc. and Maroonstudios, Inc. (Joint Venture)
Date: _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this **05 AUG 2021**_____, in Metro Manila, Philippines, by and between:

The **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, **RAYMUND ENRIQUEZ LIBORO** (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

The **SAGESOFT SOLUTIONS, INC. & MAROONSTUDIOS, INC., JOINT VENTURE**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 8th Floor, Jafer Place Bldg., 19 Eisenhower Street, Greenhills, San Juan City 1504 Philippines, represented herein by its Business Unit Head, **BENSON RYAN C. CRUZ**, and hereinafter referred to as "SOFTWARE DEVELOPER".

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

WITNESSETH, that:

WHEREAS, NPC is a government agency mandated to administer and implement the Data Privacy Act of 2012 (DPA);

WHEREAS, NPC initiated the PHIL-DPO Development Program pursuant to its mandate to undertake necessary or appropriate efforts to encourage and assist Personal Information Controllers (PIC) in achieving substantial compliance with the DPA;

WHEREAS to measure the level of competitiveness, qualification, and understanding of Data Protection Officers (DPOs), NPC launched its DPO ACE Certification Examinations which were conducted in physical spaces;

WHEREAS, with the advent of the COVID-19 pandemic and social distancing requirements, an online examination platform would enable NPC to fulfill its goal of capacitating and certifying DPOs while still looking out for their health and well-being;

WHEREAS, NPC has expressed their requirement for the DPO ACE AUTOMATED EXAMINATION SYSTEM (AES) – Customized Software/System License, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, NPC has expressed their requirement for the DPO ACE AUTOMATED EXAMINATION SYSTEM (AES) – Customized Software/System License under 2020 Continuing APP No. 2020-0195 with an Approved Budget for the Contract (ABC) amounting to FIVE MILLION FOUR HUNDRED THOUSAND PESOS (Php 5,400,000.00);

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 14 January 2021 the NPC Accountant issued Certificate of Funds Available (CAF) amounting to Php5,400,000.00. A copy of the CAF is hereto attached as "ANNEX A" and made an integral part of this Agreement

WHEREAS, NPC has awarded the above-mentioned project to the SOFTWARE DEVELOPER and has confirmed award amounting to THREE MILLION SEVEN HUNDRED EIGHTY THOUSAND PESOS (Php 3,780,000.00) inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws. A copy of the Notice of Award[1] is hereto attached and made an integral part of this Agreement;

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

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

ARTICLE I. TITLE OF THE PROJECT

This Agreement shall refer to this project as "The Development of DPO ACE Automated Examination System (DPO ACE AES)" hereinafter referred to as the "PROJECT."

ARTICLE II. OBLIGATIONS

Section 1. The SOFTWARE DEVELOPER shall perform and provide any and all that is necessary to deliver the **SERVICES** specified in the Terms of Reference (TOR). A copy of the TOR[2] is hereto attached and made and integral part of this Agreement.

Section 2. <u>The SOFTWARE DEVELOPER shall deliver its obligations to NPC **within three (3) months from receipt of Notice to Proceed (NTP)**</u> or any other period as may be subsequently decided by the parties through a written agreement. It shall follow the milestones described in the TOR referred in the preceding Section. Delivery shall only be considered complete upon signing of the "Certificate of Acceptance of Output" by the NPC. The SOFTWARE DEVELOPER 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.

Section 3. The SOFTWARE DEVELOPER shall provide NPC with support service to the DPO ACE AES software after the complete delivery of the project. The timeframe of the support service to the DPO ACE AES software will cover 12 months from the date of the complete delivery of the project. The support service will include, but not be limited to,

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[1] Annex "A"
[2] Annex "B"

the operation of the software, minor system modifications and any other issues which may arise in the software. The support service provided will be at no cost to NPC.

Section 4. The SOFTWARE DEVELOPER shall turn over the source code and system documentation of the DPO ACE AES software to NPC.

Section 5. The SOFTWARE DEVELOPER shall provide technical training to the END USER and IMISU pursuant to the training plan submitted by the DEVELOPER. Such training plan shall be provided to at least five (5) selected personnel within thirty (30) days from the date of the issuance of Certificate of User Acceptance. The training shall include, at a minimum: (1) discussion of the system design and architecture; (2) administration of developed systems; and (3) network, systems and database maintenance

ARTICLE III. FINANCIAL CONSIDERATIONS

Section 1. As consideration for the full and faithful performance by the SOFTWARE DEVELOPER of its obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the SOFTWARE DEVELOPER a total amount of THREE MILLION SEVEN HUNDRED EIGHTY THOUSAND PESOS (Php 3,780,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

Section 2. Payment shall be made in the following manner and conditions:

% of Contract Cost	Milestone/Deliverables	
20.00%	Inception Report	Upon submission of the approved Inception Report within 1 month from receipt of Notice to Proceed
60.00%	Testing phase and training of users on-site premises of DPO ACE AES	Six (6) weeks upon installation of DPO ACE AES, including applicable hardware and software on-site.
20.00%	Post testing, bug fixing (if any) documentation submission, and full acceptance of output and training	Two (2) weeks from conduct of UAT and training by end-users on site.
100.00%	TOTAL	

Section 3. The contract price shall constitute the entire remuneration payable to the SOFTWARE DEVELOPER. 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.

Section 4. Payment shall be processed within 30 calendar days after the submission of any software development service invoice attaching any of the following documents, as they may be related to the specific milestone/deliverables:
1. Inception Report
2. Completion report for the testing phase and training of users on-site premises of DPO ACE AES

3. Post testing, bug fixing (if any) documentation submission, and full acceptance of output and training reports

Section 5. All payments will be subject to the usual government accounting and auditing rules and regulations.

ARTICLE IV. INTELLECTUAL PROPERTY

Section 1. All articles, plans, studies, reports or other materials prepared by the SOFTWARE DEVELOPER under this Agreement shall exclusively belong to and remain the property of NPC.

Section 2. The PARTIES acknowledge and agree that the NPC will hold all intellectual property rights arising from this project including, but not limited to, copyright and trademark rights.

Section 3. The SOFTWARE DEVELOPER agrees not to claim any such ownership of the project's intellectual property at any time prior to or after the completion and delivery of the project to NPC.

ARTICLE V. WARRANTIES
Section 1. The SOFTWARE DEVELOPER represents and warrants to NPC the following:

a. That the development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party;

b. That the software will not violate the intellectual property rights of any other party; and

c. That for a period of 12 months after the delivery date, the Software shall operate according to the Specifications indicated in the TOR and MOA signed-off and agreed to by NPC and the SOFTWARE DEVELOPER. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the SOFTWARE DEVELOPER shall immediately take the necessary steps to fix the issue and ensure the Software operates according to the agreed-upon Specifications within a mutually agreed-upon timeframe.

ARTICLE VI. INDEMNIFICATION
Section 1. The SOFTWARE DEVELOPER shall indemnify, defend, and protect the NPC from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

ARTICLE VII. TESTING AND ACCEPTANCE
Section 1. NPC shall have a period of ten (10) working days from the date of the actual installation of each software application under this Agreement, to inspect, test and evaluate the software application in order to determine, whether it strictly complies with the requirements under this Agreement.

Section 2. In case a particular software application fails to perform in accordance with this Agreement, NPC shall send a written notice to the SOFTWARE DEVELOPER describing the function, criteria, or condition which it failed to meet. Failure of the NPC

to issue the written notice within the 10-day period shall constitute an acceptance of the corresponding software application, as performing in accordance with its intended purpose in compliance with this Agreement.

Section 3. In case of non-acceptance, NPC may, through the same written notice mentioned in the preceding Section, allow the SOFTWARE DEVELOPER to remedy any such failure within a period equivalent to the remaining number of days unutilized under this Agreement.

Section 4. After the delivery and installation of the rectified software application, NPC shall have a fresh period of ten (10) working days from the date of the actual installation of each software application to inspect, test, and evaluate the software application and the preceding Sections shall again be applicable.

Section 5. In no case shall the NPC reject the software applications for reasons concerning amendments or changes to the software, or any part thereof, unless such amendments or changes have been agreed upon in writing by the PARTIES.

ARTICLE VIII. COMMON PROVISIONS

Section 1. Project Administration - NPC designates the **Project Head of PHIL DPO Development Program** as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The SOFTWARE DEVELOPER shall submit all deliverables and reports to the **Project Head of PHIL DPO Development Program** which the latter should accept before processing of payment may commence.

Section 2. Performance Standard - The SOFTWARE DEVELOPER undertakes to perform the SERVICES with the highest standards of professional and ethical competence, and integrity.

The SOFTWARE DEVELOPER likewise binds itself to follow the Technical Specifications in the TOR of the bidding documents titled "DPO ACE AUTOMATED EXAMINATION SYSTEM (AES)" in the delivery of the required services. In relation to this, the SOFTWARE DEVELOPER shall provide a monthly report with the NPC to show the progress of the SERVICES specified in this Agreement.

Section 3. Confidentiality and Data Privacy - In the course of the undertaking between NPC and SOFTWARE DEVELOPER, any data received by the latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authorization from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by SOFTWARE DEVELOPER 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 SOFTWARE DEVELOPER shall sign a Non-Disclosure Agreement which shall form part of this contract.

Section 4. Amendments - No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless the same is in writing and signed by each party.

Section 5. Suspension of Contract - NPC may, by written notice of suspension to the SOFTWARE DEVELOPER, suspend this Agreement if the SOFTWARE DEVELOPER 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 SOFTWARE DEVELOPER 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.

Section 6. Liquidated Damages - In cases that the SOFTWARE DEVELOPER, fails to deliver the services within the schedule indicated in this contract, inclusive of duly granted time extensions, the SOFTWARE DEVELOPER shall be liable for damages for the delay and shall pay the NPC for liquidated damages. One-tenth of one percent of the total contract cost shall be imposed for every hour or a fraction of thereof delay until the services are finally delivered and accepted. The NPC need not prove that it has incurred actual damages to be entitled to liquidated damages.

Section 7. Termination of Contract - NPC, by written notice sent to the SOFTWARE DEVELOPER, 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 SOFTWARE DEVELOPER 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 SOFTWARE DEVELOPER 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 SOFTWARE DEVELOPER prior to the delay; b) As a result of force majeure, the SOFTWARE DEVELOPER 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 SOFTWARE DEVELOPER's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The SOFTWARE DEVELOPER fails to perform any other obligation under the contract.

The SOFTWARE DEVELOPER may also terminate this Contract, by written notice sent to the NPC, if and when NPC breaches any of the terms, associated with either of the articles, as described in this Contract.

Section 8. 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 SOFTWARE DEVELOPER is an independent contractor and shall not be considered as an employee of NPC.

Section 9. 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.

Section 10. Insurance - The SOFTWARE DEVELOPER shall be responsible for taking out any appropriate insurance coverage.

Section 11. Assignment - The SOFTWARE DEVELOPER shall not assign this Agreement or subcontract any portion of it without prior written consent from NPC.

Section 12. 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.

Section 13. Miscellaneous - The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed an integral part of this Agreement.

In the event of a conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.

ARTICLE IX. FINAL PROVISIONS
This Agreement shall take effect after the same is duly signed and notarized. The SOFTWARE DEVELOPER shall commence the service upon receipt of NOTICE TO PROCEED with the implementation of the project. The agreement is co-terminus with the approved duration of the project unless otherwise the project was recommended for termination before the project's actual completion.

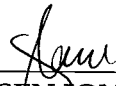**SAGESOFT SOLUTIONS, INC. &**
MAROONSTUDIOS, INC.,
JOINT VENTURE

By:

_____
BENSON RYAN C. CRUZ
Business Unit Head

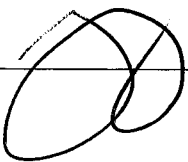**NATIONAL PRIVACY COMMISSION**

By:

_____
RAYMUND ENRIQUEZ LIBORO,
Privacy Commissioner

_____
JENSEN JOY L. BALLICUD
Accountant II
National Privacy Commission

SIGNED IN THE PRESENCE OF:

_____   _____

ACKNOWLEDGMENT

Republic of the Philippines)
City of __PASIG CITY__) Ss.

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

Name	Competent Proof of Identity	Date of Issue	Place of Issue
BENSON RYAN C. CRUZ	███████████		
RAYMUND ENRIQUEZ LIBORO	███████████		

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 _____ (__) 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 **0 5 AUG 2021** at _____, Philippines.

PASIG CITY

NOTARY PUBLIC

Doc. No. __121__
Page No. __26__
Book No. __64__
Series of 20_21_.

ATTY. FERDINAND D. AYAHAO
Notary Public
Until December 31, 2021
Appointment No. 184 (2020-2021)
For Pasig City, Pateros and San Juan City
Roll No 46377; MCLE VI-0025705; 04-02-19
IBP LRN 02459; O.R. No. 53568%; 06-21-2001
TIN 123-011-785; PTR 7206659; 01-06-21; Pasig
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel.+632-86314090

Ref No.: **CAF2021-01-007**

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 **DPO ACE Automated Examination System** with Approved Budget for the Contract (ABC) amounting to *Five Million Four Hundred Thousand Pesos Only (Php5,400,000.00)* chargeable against **ICT Software** (*Operations-CO*), under the provisions of Republic Act 11520 (Continuing Appropriations), as programmed under the NPC APP CY 2020 with Item No. 2020-0195.

This certificate is being issued upon the request of PHIL-DPO 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

Purchase Request No.: 2021-01-007
PR Date: 14 January 2021

NOTICE TO PROCEED

Date Issued: ___August 12,___ 2021

MR. BENSON RYAN C. CRUZ
Business Unit Head
Sagesoft Solutions, Inc. and Maroonstudios Inc (Joint Venture)
8th and 9th Floor, Jafer Place Bldg.,
19 Eisenhover St., San Juan City, Metro Manila

Dear Mr. **CRUZ:**

Notice is hereby given to **SAGESOFT SOLUTIONS, INC. AND MAROONSTUDIOS INC (JOINT VENTURE)** for the commencement of the procurement for the **DPO ACE Automation Examination 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

I acknowledge receipt of this notice on ___August 12, 2021___
Name of the authorized representative of the Bidder ___Benson Ryan C. Cruz___
Signature of the authorized representative _____

Ref No.: ADMIN-21-00553   NPC_DIT_NTP-V1.0, R0.0, 05 May 2021