



Republic of the Philippines
**NATIONAL PRIVACY
COMMISSION**

BIDS AND AWARDS COMMITTEE
BAC Resolution No.027-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
PROFESSIONAL SERVICES - DATA BREACH NOTIFICATION MANAGEMENT
SYSTEM TO SAGESOFT SOLUTIONS, INC. & MAROON STUDIOS, INC. (JOINT
VENTURE) 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 professional services for the development of the Data Breach Notification Management System under the 2020 Continuing APP (APP Item No. 2020- 0176) with an Approved Budget for the Contract (ABC) amounting to Php6,430,000.00;

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 through mail 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 the said date and time of deadline, the NPC-BAC was not able to receive any eligibility documents, thus necessitating the conduct of review and evaluation of terms, conditions, and specifications in the Bidding Documents, including its cost estimates on 06 January 2021 before the same is reposted;

WHEREAS, on 15 January 2021, the Request for Expression of Interest (REI) was reposted in the PhilGEPS and NPC websites as well as on the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations to observers were also sent through mail 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 said date and time of deadline, the NPC-BAC was still not able to receive any eligibility documents, prompting the members of the NPC-BAC to instead move the processing of this procurement through negotiated procurement due to two failed biddings in accordance with Section 53.1 of the IRR of R.A. 9184;

WHEREAS, on 4 February 2021, in view of the move to procure this item through negotiation, review and evaluation of the terms, conditions, and specifications in the Bidding Documents was conducted before reposting;

WHEREAS, on 5 February 2021, invitations to observers were sent through email in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, on 12 February 2021, the Request for Quotation (RFQ) was posted in the PhilGEPS and NPC websites as well as on the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations for negotiation were also sent via email;

WHEREAS, the NPC-BAC set the deadline of submission of the technical and financial proposal on 3 March 2021 at 10:00 a.m. where Sagesoft Solutions, Inc. & Maroon Studios, Inc. (acting as Joint Venture) and MyBusyBee Inc. submitted their eligibility documents;

WHEREAS, on the same date, the NPC-BAC proceeded to open the bid submitted and conducted eligibility check in accordance with Section 24.4 of the IRR of R.A. 9184 and it was determined that both bidders passed all the eligibility requirements declared eligible;

WHEREAS, on the same date, the NPC-BAC proceeded to open the technical envelopes of the shortlisted bidders to determine each one's compliance with the required documents for the technical component of the bid. The BAC then proceeded to check the submitted documents of each bidder against the checklist of required documents to ascertain if they are all present in the technical envelope, using non-discretionary "pass/fail" criteria. Both bidders having passed the technical proposal, the BAC proceeded in evaluating the financial documents of the bidders, to which both bidders passed. The bid price was likewise revealed with Sagesoft Solutions, Inc. & Maroon Studios (acting as Joint Venture) bid price at Php5,144,160.00 while that of MyBusyBee Inc. amounted to Php 5,844,000.00;

WHEREAS, on 5 March 2021, the NPC-BAC proceeded to rate the shortlisted bidders using the Quality Cost Based Evaluation procedure where Sagesoft Solutions, Inc. & Maroon Studios (acting as Joint Venture) obtained a rating of 79% and MyBusyBee Inc. had a rating of 84%. The weighted average of both the technical and financial rating was then determined to arrive at the over-all rating of both bidders. It was determined that Sagesoft Solutions, Inc. & Maroon Studios (acting as Joint Venture) obtained an overall rating of 87.2% while MyBusyBee Inc. obtained an over-all rate of 80.8%;

WHEREAS, having declared Sagesoft Solutions, Inc. & Maroon Studios, Inc. (acting as Joint Venture) as the highest rated responsive bidder their bid was then endorsed to the BAC-TWG for post-qualification evaluation;

WHEREAS, on 08 March 2021, the NPC-BAC proceeded to review the Post-Qualification Evaluation Report submitted by the BAC-TWG, herein attached as Annex "A", and recommended the adoption of the same, noting the recommendations made therein by the BAC-TWG particularly on requiring Maroon Studios, Inc. to submit its most recent Mayor's Permit prior to payment;

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 Sagesoft Solutions, Inc. & Maroon Studios Inc. (acting as Joint Venture) as having passed the post-qualification evaluation, thus 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 FIVE MILLION ONE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND SIXTY PESOS (Php5,144,160.00).

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
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Digitally signed by Ragsag
Jonathan Rudolph Yandan
Date: 2021.04.07 11:19:49
+08'00'

Mendoza Ma
Josefina Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member

Digitally signed by Mendoza Ma
Josefina Eusebio
Date: 2021.04.07 08:25:28 +08'00'



Digitally signed by
Villasoto Ivy Grace Torres
Date: 2021.04.07 08:57:53
+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: 2021.04.07 10:45:00
+08'00'

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

Approved:

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 23 MAR 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


23 MAR 2021

Mr. Anthony Misajon
Business Development Specialist
MaroonStudios Inc. & SageSoft Solutions Inc. (Joint Venture)
 115 Dr. Alejos St., San Isidro Labrador
 Quezon City 1114

Dear Mr. Misajon:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 027-2021 series of 2021, the contract for the procurement of Professional Services-Data Breach Notification Management System amounting to FIVE MILLION, ONE HUNDRED FORTY-FOUR THOUSAND, ONE HUNDRED SIXTY and 0/100 PESOS (Php5,144,160.00), VAT inclusive, is awarded to MaroonStudios Inc. & SageSoft Solutions Inc. (Joint Venture), 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
 23 MAR 2021

Amor Espinosa II, Clerk
 Privacy Commission
 20210323 10:04:00 AM
 20210323 10:04:00 AM
 20210323 10:04:00 AM

Conforme:

Mr. Anthony Misajon
Business Development Specialist
MaroonStudios Inc. & SageSoft Solutions Inc. (Joint Venture)
 Date: _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 26 JUL 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 **MAROONSTUDIOS, INC. & SAGESOFT SOLUTIONS, 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 115 Dr. Alejos Street, San Isidro Labrador, Quezon City, Metro Manila, NCR, Philippines, represented herein by its Business Development Manager in Public Sector, **ANTHONY Z. MISAJON**, and hereinafter referred to as "SOFTWARE DEVELOPER".

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

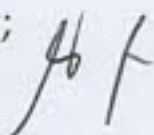
WITNESSETH, that:

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

WHEREAS, NPC, as part of its mandate, receives and evaluates personal data breach notifications from personal information controllers (PICs).

WHEREAS, the Compliance and Monitoring Division (CMD), the unit in charge of processing personal data breach notifications, is at present using a LAN-based software application which has apparent limitations that had become more evident with the advent of the COVID-19 pandemic and the adaptation of a work-from-home setup in government offices;

WHEREAS, NPC has resolved that further automating the process through a web-based data breach notification management system would help address said limitations and enhance efficiency;



WHEREAS, NPC has expressed their requirement for the DATA BREACH NOTIFICATION MANAGEMENT SYSTEM - Customized Software/System License, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, NPC has expressed their requirement for the DATA BREACH NOTIFICATION MANAGEMENT SYSTEM - Customized Software/System License with an Approved Budget for the Contract (ABC) amounting to SIX MILLION FOUR HUNDRED THIRTY THOUSAND PESOS ONLY (Php 6,430,000.00);

WHEREAS, on 14 January 2021 the NPC Accountant issued Certificate of Funds Available (CAF) amounting to Php6,430,000.00. A copy of the CAF is hereto attached as "ANNEX "A" and made an integral part of this Agreement.

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, NPC has awarded the above-mentioned project to the SOFTWARE DEVELOPER and has confirmed award amounting to FIVE MILLION ONE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED SIXTY PESOS (Php 5,144,160.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws. A copy of the Notice of Award¹ 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:

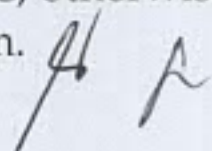
ARTICLE I. TITLE OF THE PROJECT

This Agreement shall refer to this project as "The Development of Data Breach Notification Management System (DBNMS)" 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 is hereto attached as "ANNEX B" and made an integral part of this Agreement.

Section 2. The SOFTWARE DEVELOPER shall deliver its obligations to NPC within Five (5) months from receipt of Notice to Proceed or any other period as may be subsequently decided by the parties through a written agreement. It shall accomplish the deliverables in accordance with Section XV of the TOR referred to 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) working 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 DBNMS software after the complete delivery and acceptance of the project. The timeframe of the support service to the DBNMS software will cover 12 months from the date of the complete delivery and acceptance of the project. The support service will include, but not be limited to, 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 DBNMS software to NPC.

Section 5. The SOFTWARE DEVELOPER shall provide technical training and end-user's training as described in the Terms of Reference referred to in Section 1 of this Article.

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 FIVE MILLION ONE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED SIXTY PESOS (Php 5,144,160.00) 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
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, the CONSULTANT/ PROVIDER will conduct a quality, security and performance testing no later than September 15, 2021 .
30.00%	Upon reaching 70% of the project, the CONSULTANT/ PROVIDER will conduct a quality, security and performance testing no later than November 5, 2021 .
30.00%	Upon reaching 100% of the project, the CONSULTANT/ PROVIDER will conduct a quality, security and performance testing no later than December 15, 2021 .
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 thirty (30) calendar days after the submission of the following documents, as they may be related to the specific milestone/deliverables:

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

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

ARTICLE IV. INTELLECTUAL PROPERTY

Section 1. Nothing in this Agreement is intended to grant any intellectual property rights to NPC for any and all articles, plans, studies, reports or other materials developed by the SOFTWARE DEVELOPER before the execution of this Agreement.

Section 2. The SOFTWARE DEVELOPER acknowledges that NPC owns all modifications and customizations relating to the design, creation, programming, modification, operation or service of the applications to be developed by the SOFTWARE DEVELOPER for NPC under this Agreement.

Section 3. 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. 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 4. The SOFTWARE DEVELOPER agrees not to claim any such ownership in 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. 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 five (5) 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 within five (5) working days from the date when the software failure is determined describing the function, criteria or condition which it failed to meet. Failure of the NPC to issue a written notice within such 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 five (5) 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 Information Technology Officer I of Compliance and Monitoring Division 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 Executive Director IV 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 "The DATA BREACH NOTIFICATION MANAGEMENT SYSTEM(DBNMS)" in the delivery of the required services. In relation with this, the SOFTWARE DEVELOPER shall provide a monthly report with the NPC to show 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. *H V*

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. 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, entitled: " TESTING AND ACCEPTANCE and FINANCIAL CONSIDERATIONS".

Section 7. Relationship - This Agreement neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or an 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 8. 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 in accordance with the rules provided in Republic Act

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

Section 10. Assignment - The SOFTWARE DEVELOPER shall not assign this Agreement or subcontract any portion of it without prior written consent from NPC.

Section 11. 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 12. 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, and the SOFTWARE DEVELOPER receives the 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.

AS

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


By:




ANTHONY Z. MISAJON
Business Development Manager

NATIONAL PRIVACY COMMISSION

By:

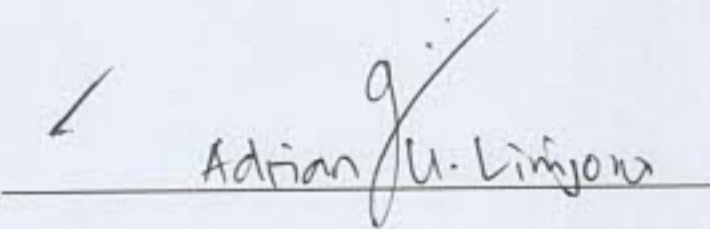


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner 

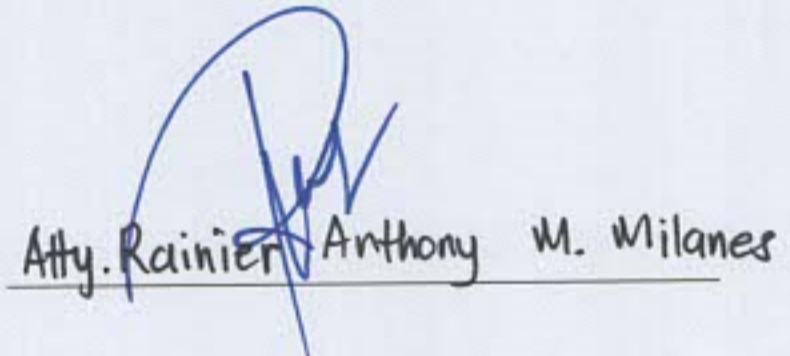


JENSEN JOY L. BALLICUD
Accountant II
National Privacy Commission

SIGNED IN THE PRESENCE OF:



Adrian M. Limjona



Atty. Rainier Anthony M. Milanes

ACKNOWLEDGMENT

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

26 JUL 2021

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
ANTHONY Z. MISAJON	[REDACTED]		
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 PASIG CITY at 26 JUL 2021
Philippines.

NOTARY PUBLIC

Doc. No. 95
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Book No. 61
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. 535886; 06-21-2001
TIN 123-011-785; PIR 7206699; 01-06-21; Pasig
Unit 5, West Tower PSE, Exchange Road
Orugas Center, Pasig City Tel.+632-86314090

Annex A

Ref No.: CAF2021-01-016(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 Data Breach Notification Management System* with Approved Budget for the Contract (ABC) amounting to *Six Million Four Hundred Thirty Thousand Pesos Only (Php6,430,000.00)* 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. 2020-0176.

This certificate is being issued upon the request of Compliance and Monitoring Division (CMD) 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 *Sgd. mge*

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.: 2020-11-0122, Dated 14 January 2021(revised)



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

DATA BREACH NOTIFICATION MANAGEMENT SYSTEM

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TERMS OF REFERENCE

I. BACKGROUND

The National Privacy Commission is the country's privacy watchdog, an independent body mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection. It is the commission's role to monitor and help ensure that personal information controllers (PICs) and processors (PIPs) in the government and private sector comply with the DPA, its IRR and NPC issuances including the requirements under NPC Circular 16-03 on Personal Data Breach Management.

As part of this role, the NPC receives and evaluates personal data breach notifications from PICs. The function was initially performed by the Complaints and Investigation Division (CID) but was later transferred to the Compliance and Monitoring Division (CMD) in September 2019. Upon assuming the function, the CMD standardized the procedure to include the following activities: receiving breach notifications, docketing, evaluation, review, transmittal to the appropriate NPC unit, and report generation.

PICs may notify us either through physical or email submission. Prior to the implementation of the Enhanced Community Quarantine due to the COVID-19 pandemic, the CMD used a LAN-based software application to process the notifications. While partly automated, the system had limitations which became more evident as the NPC adopted the work from home setup. First, the application was not usable outside the office. Second, the lack of a uniform online form often resulted in incomplete notifications that necessitated further email coordination. The submission mode also necessitated CMD staff to manually encode and generate data and insights which are regularly presented during the NPC's Compliance, Accountability, Audit & Trends Conference to help guide the agency's policies and standards development.

Hence, further automating the process through a web-based data breach notification management system would help address the aforementioned limitations and enhance efficiency.

II. PROJECT OBJECTIVE

The project is aimed at developing an efficiently working, highly secured web-based Data Breach Notification Management Systems (DBNMS) that can be accessed anywhere. The target is to fully automate the process from the submission of breach notifications to docketing, evaluation, review, transmittal, up to report/statistics generation. This would not only improve internal efficiency but would also create more convenience for stakeholders.

Through the system, we hope to see more complete notifications that would enable quicker evaluations and issuance of Orders, when necessary. Likewise, we hope to increase transparency through the system by enabling the public, especially the PICs and PIPs from different sectors, to see pertinent, real-time information about data breaches. By knowing the number and nature of common breaches, PICs can be more prepared and resilient against emerging threats to data privacy both in their organizations and sectors.

III. PROJECT DURATION

The beta version of the system should be operational on or before 30 June 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 to the associated hardware and support services that are necessary to achieve its objective.

1. The development of the basic components of the DBNMS the following modules and its functionalities:
 - i. PIC portal
 - o Submission Form
 - o Status tracker of the Data Breach Report
 - o Feedback loop until report is resolved/closed
 - o Secure submission and storage of documents submitted
 - ii. Admin Dashboard
 - o Email Notification of submitted Data Breach report from the Customer Dashboard
 - o Status tracker of the breach report
 - o Submit feedback to PIC
 - o Queueing system of Data Breach report
 - o Role-based access to features
 - o Designation of assignee per case
 - o Multi-Level Approval system
 - o Internal notification system via email to other NPC offices
 - o Secure storage of documents submitted through the Customer, only the assigned reviewer, evaluator can view the submitted report and files
 - o Generate and edit reports, Commission Orders, and recommendations.
 - iii. Analytics and Rating
 - o Performance analytics of reviewers, evaluators and staff based on the speed of resolution and responsiveness
 - o Ability to rate evaluators and reviewers
2. The initial build-up of a new DBNMS databases and the migration of existing DBNMS databases to the new databases. In this respect, it requires the following services:
 - o The sizing, configuring and provisioning of the necessary systems storage space and the set-up and establishment of the required databases.
 - o The actual data migration from the existing old files and databases to new databases.

3. The provision of the necessary user, administrative and technical trainings that cover DBNMS usage, database administration, and others
4. The performance of one (1) year warranty for DBNMS.

5. 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 end user with the recommendation of the IMISU representative and approved by the Head Executive Assistant.

6. 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

7. 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.

8. 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.

9. Additional Application System Definition/Development Requirements

10. High Availability/Disaster Recovery

In case of force majeure, the CONSULTANT/PROVIDER shall ensure that the system will not be compromised, i.e. loss, destruction, alteration, and unauthorized acquisition of data and other analogous cases.

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

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 /Scrum Master or any equivalent role	1	a. Minimum of ten (5) years of IT experience inclusive of five (3) years of experience in support, maintenance, development and deployment of complex mission-critical applications relating to	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from

		<p>secure software development using agile methodologies</p> <p>b. Certification in Information Technology Infrastructure Library (ITIL) Framework or any globally accepted project management certification.</p> <p>c. 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, Computer Science, Business Administration, or any degree course with comprehensive IT-related training and work experience. Master's Degree is an advantage</p>	<p>8:00 A.M. until 5:00 A.M.</p> <p>Must be available during scheduled meetings.</p> <p>Must be on-call 365x24x7</p>
Application Support Analyst	2	<p>a. Minimum of five (5) years of IT experience inclusive of three (3) years of experience in business and system analysis, design and deployment of complex mission-critical applications relating to secure software development.</p> <p>b. Acquired foundation in Information Technology Infrastructure Library (ITIL) or any globally accepted project management certification.</p>	<p>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.</p>

		<ul style="list-style-type: none"> c. Background in performing preliminary user testing for related applications and systems. 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 	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

		<ul style="list-style-type: none"> c. Preferably knowledgeable on RedHat Linux or any equivalent. 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. 	starting from 8:00 A.M. until 5:00 P.M. and must be on-call 365x24x7
Technical Personnel			
Quality Assurance Analyst	2	<ul style="list-style-type: none"> a. Minimum of two (2) years' experience in Quality Management Software and Processes. b. Expertise in testing multiple simple and complex IT systems c. Ability to understand and create clear, concise and detail-oriented test plans/cases from specifications or verbal communications. d. Must have strong experience in Agile Methodology 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. 	Offsite but must be available during scheduled meetings. Must be on-call 365x24x7
Senior Developers	3	<ul style="list-style-type: none"> a. Minimum of four (4) years' experience in computer programming, maintenance, and enhancement of IT systems. b. Must have strong experience in Agile Methodology 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. 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	5	<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 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</p>	

		<p>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>	
Document Specialist	2	<p>a. Minimum of two (2) years' experience in technical documentation of procedures and practices.</p> <p>b. Must be a graduate of a bachelor's degree in Information Technology, Computer Sciences, Business Administration, or any degree course with IT-related background and training.</p>	

VI. TECHNICAL REQUIREMENTS

1. Use only Enterprise grade DBMS;
2. Web based platform using secured technologies;
3. Must be open and flexible to be able to integrate with other CMD systems;
4. Should be able to be integrate with other NPC systems;
5. Must be compatible and able to utilize existing NPC ICT resources;
6. Should be able to apply privacy-by-design and privacy engineering into its development

VII. FUNCTIONAL REQUIREMENTS

The functional requirements are identified as follows:

1. PIC Module
 - a. System provides an online access facility for the user to:
 - i. Submit Data Breach Notifications following the requirements in NPC Circular 16-03

- b. System provides the user with the facility to securely upload their documents with the format specified by NPC and ensure that such documents are properly tagged.
 - c. The user profile function should provide:
 - i. The updated information of the user
 - ii. Dashboard
 - iii. Notifications
 - iv. Inquiry
2. Notifications
 - a. System provides the facility to send notifications to involved stakeholders
3. NPC Dashboards (i.e. Reports and Monitoring/ Tracking)
 - a. DBN Statistics (PIC/PIP, DPO, Sector, Status)
 - b. Dashboards should have the ability to pull reporting from future systems such as Registration Systems, Compliance Check Systems.
 - c. Search Functionality
 - d. History Tracking
 - e. Report Generation
4. Ticketing Module
 - a. This will be used for tracking and monitoring of DBNs in the form of tickets
 - b. Automated notification of new DBNs as well as updates to old DBNs
 - c. Secure accessed by NPC stakeholders (CMD DBN Team, OPC, LEO)
 - d. Search functionality
 - e. Audit Tracking
5. System provides for a log of all transactions for audit and administration purposes.
6. System must have the ability to use or seamlessly integrate multi-factor authentication with ease.
7. DBN Admin Dashboard
 - a. User Management System
 - User Activity logs (NPC and PIC)
 - b. System Logs
 - Activities produce by the system for statistics and measure effectiveness of the NPC personnel and measure/monitor if there will be errors on the submitted reports
 - c. Reports Administration Management – enables to manage and view the reports or work item and its timeline. This will help measure the productivity of the process and personnel.
 - d. Have a facility for administrative override
 - e. Other functions as deemed necessary

Aside from the above-mentioned functionality, the DBNMS system should have the following features:

1. Must be easily integrated with future CMD systems (Registration and Compliance Check System);
2. Web based using the most secure web and database technologies;
3. Developed using privacy engineering methodologies, Privacy By Design and Privacy By Default principles as well as other industry standard development requirements such as OWASP TOP 10, NIST, etc.

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 are required to be submitted:

- a. System 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.

All other documents as may be necessary.

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. Administration of the developed systems (at least 24 hours per system),
- iii. Network, systems and database maintenance of the systems (at least 24 hours per system).

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.

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 (2019-2020)

Approved Budget for the Contract: Five Million and Nine Hundred Thousand Pesos Only (Php 6,430,000.00).

XV. TERMS OF PAYMENT

Payment shall be made upon Issuance of the Inspection and Acceptance Certificate by the Inspection and Acceptance Committee upon recommendation by the end-user, but consistent with the following:

% of Contract Cost	Deliverable and Indicative Delivery Date*
10%	Upon submission of the approved Inception Report within 30 days from the Notice to Proceed
30%	Upon reaching 35% of the project, the CONSULTANT/PROVIDER will conduct a quality, security, and performance testing no later than 28 February 2021
30%	Upon reaching 70% of the project, the CONSULTANT/PROVIDER will conduct a quality, security, and performance testing no later than 30 April 2021
30%	Upon reaching 100% of the project, the CONSULTANT/PROVIDER will conduct a quality, security, and performance testing no later than 30 June 2021
100%	TOTAL

* Indicative delivery dates may be adjusted after receipt of written request from NPC

XVI. CRITERIA FOR EVALUATION

The BAC shall draw up the shortlist 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. Should less than the required number apply for eligibility and short listing, pass the eligibility

check, and/or pass the minimum score required in the short listing, the BAC shall consider the same. The criteria and rating system for shortlisting are:

Criteria for Shortlisting	Weight
Applicable experience of the consultant or consulting firm	50%
Qualification of personnel to be assigned to the Project	35%
Current workload relative to the capacity of the consultant or consulting firm	15%

Further, the bids shall be evaluated using the Quality Cost Based Evaluation procedure. The criteria and rating system for the evaluation of bids below shall be provided in the Instructions to Bidders:

Criteria for Bid Evaluation	Max Pts	Min Pts
Quality of personnel <i>(based on the manpower requirements in this ToR)</i> <ul style="list-style-type: none"> • Suitability of key staff • General qualifications & competence • Education and training of key staff 	30%	15pts
Experience and capability of the consultant <ul style="list-style-type: none"> • Records of previous engagement and quality of performance in similar projects • Relationship with previous and current clients • Overall work commitments • Geographical distribution of projects • Attention to be given by the consultant 	30%	15pts
Plan of approach and methodology <ul style="list-style-type: none"> • Clarity, feasibility, innovativeness and comprehensiveness of the plan approach • Quality of interpretation of project problems, risks, and suggested solutions 	40%	30%
TOTAL	100%	60%

The passing rate shall be set to 70% for shortlisting, and 75% for bid 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 must 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.

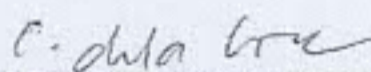
XIX. WARRANTIES OF THE SERVICE PROVIDER

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.

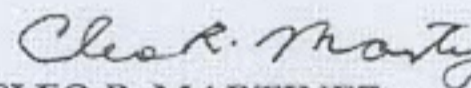
XX. CONFIDENTIALITY OF DATA

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:


CONRAD DELA CRUZ
ITO-I, CMD

Noted by:


CLEO R. MARTINEZ
ITO-II, CMD



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: August 2, 2021

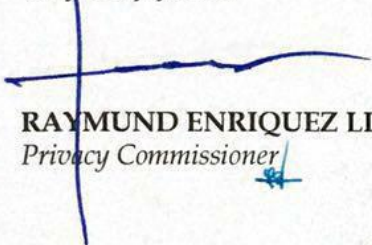
ANTHONY Z. MISAJON
Business Development Manager
Maroonstudios, Inc & Sagesoft Solutions, Inc
115 Dr. Alejos Street, San Isidro Labrador,
Quezon City, Metro Manila

Dear Mr. **MISAJON**:

Notice is hereby given to **MAROONSTUDIOS, INC. & SAGESOFT SOLUTIONS, INC. (Joint Venture)** for the commencement of the Professional Services- **Data Breach Notification 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

I acknowledge receipt of this notice on August 2, 2021
Name of the authorized representative of the Bidder Anthony Z. Misajon
Signature of the authorized representative 