



BIDS AND AWARDS COMMITTEE
BAC Resolution No. 002-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR PROCUREMENT OF
NPC REGISTRATION SYSTEM (NPCRS) – SYSTEM MAINTENANCE
(APP Item No. 2024-0008)**

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to enforce the provisions of R.A. 10173 otherwise known as the Data Privacy Act of 2012 (DPA);

WHEREAS, pursuant to Section 7 of the DPA, the NPC is charged with the administration and implementation of the provisions of the law, which includes ensuring the compliance by a personal information controller (PIC) with the provisions thereof, publishing a compilation of an agency's system of records and notices, and carrying out efforts to formulate and implement plans and policies that strengthen the protection of personal data, in coordination with other government agencies and private entities;

WHEREAS, Section 24 of the DPA states that, when entering into any contract that may involve accessing or requiring sensitive personal information from at least one thousand (1,000) individuals, a government agency shall require the contractor and its employees to register its personal information processing system with the NPC in accordance with the DPA and to comply with the law's provisions. Furthermore, Section 14 of the DPA mandates that a personal information processor (PIP) shall also comply with all requirements of the DPA and other applicable laws;

WHEREAS, the NPC issued NPC Circular 2022-04 governing the Registration of Personal Data Processing System, Notification regarding Automated Decision-Making or Profiling, Designation of Data Protection Officer, and the National Privacy Commission Seal of Registration.

WHEREAS, the NPC, through its Compliance and Monitoring Division (CMD), launched the National Privacy Commission Registration System (NPCRS) last February 2022;

WHEREAS, the CMD, upon the release of the system, acknowledged that the NPCRS lacks features that are vital in its operations;

WHEREAS, in view of the foregoing, the CMD, as the end-user, requested to procure the services of a service provider to add features in the system that would make the system more efficient and easier to use and a one (1) year subscription of email infrastructures essential for the operation of NPCRS and the Data Breach Notification Management System (DBNMS) on top of the maintenance and enhancement of NPCRS;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184 recognizes Alternative Mode (Small Value Procurement) as a method of procuring services where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR;

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) with an Approved Budget for the Contract of One Million Pesos (Php1,000,000.00) and has been confirmed to exist as APP Item 2024-0008 in the FY 2024 Annual Procurement Plan and included in the NPC ISSP 2024-2026;

WHEREAS, a Request for Quotation (RFQ) was posted in PhilGEPS, the NPC website, and the NPC bulletin board and was likewise sent to three (3) suppliers, namely: Maroon Studios Inc., SageSoft, and HealthBlocks, Inc.;

WHEREAS, Maroon Studios Inc. was the only supplier that submitted their quotation;

WHEREAS, on 30 January 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotations by Maroon Studios Inc. and determined that it passed the technical, legal, and financial requirements mandated under RA 9184;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the procurement of NPC Registration System (NPCRS) - Systems Maintenance (APP Item No. 2024-0008) to the **MAROONSTUDIOS INC.** for being the single calculated and responsive quotation in the total amount of **NINE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED THIRTY PESOS AND TEN CENTAVOS (PHP995,530.10)** subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 30th day of January 2024, via a combination of on-site and videoconference meeting.

ATTEST:



Digitally signed
by Milanes
Rainier Anthony
Mabias

ATTY. RAINER ANTHONY R. MILLANES

Chief, CMD
Provisional BAC Member/End-User



Digitally signed
by Cabatu
Rodolfo Serios Jr

ATTY. RODOLFO S. CABATU, JR

Chief, EnD
BAC Member



Digitally signed by
Fabricante Marlon
Ruben Natividad

MR. MARLON RUBEN N. FABRICANTE

Chief, ASD
BAC Member



Digitally signed
by Nieva Aubin
Arn Romero

ATTY. AUBIN ARN R. NIEVA

Director IV, DASCO
BAC Vice Chairperson



Digitally signed by Patula
Maria Theresita Elnar

ATTY. MARIA THERESITA E. PATULA

Director IV, LEO
BAC Chairperson

APPROVED:



ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity
Date: JAN 30 2024

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

Ref No.: BAC-24-00061

NPC_BAC_RESO-V1.0, R1.0, 01 September 2023

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD

Date Issued: **JAN 30 2024**

MS. KRISTINE SERRADA

Authorized Representative

MAROONSTUDIOS INC.,

Unit 1218, 12th Floor, Corporate 145 Building,
145 Mother Ignacia Avenue, Diliman, Quezon City 1103

Dear **MS. SERRADA,**

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 002-2024 series of 2024, the contract for procurement of **NPC Registration System - System Maintenance** amounting to **Nine Hundred Ninety-Five Thousand Five Hundred Thirty Pesos and Ten Centavos (Php995,530.10)**, VAT inclusive, is awarded to **MAROONSTUDIOS INC.,** consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

Digitally
signed by
Mendoza Ma
Josefina
Eusebio

Conforme:

MS. KRISTINE SERRADA

MAROONSTUDIOS INC.,

Unit 1218, 12th Floor, Corporate 145 Building,
145 Mother Ignacia Avenue, Diliman, Quezon City 1103

Date: **JAN 31 2024**

**PURCHASE ORDER
NATIONAL PRIVACY COMMISSION**

Entity Name

Supplier : MAROONSTUDIOS INC.		P.O. No. : 2024- 02-0003																																																																			
Address : Unit 1218 Corporate 145 Bldg., 145 Mother Ignacia Ave., Quezon City		Date : 01 FEB 2024																																																																			
TIN : XXXXXXXXXX		Mode of Procurement : <u>Small Value Procurement</u>																																																																			
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:																																																																					
Place of Delivery : <u>NPC OFFICE</u>		Delivery Term : 1. System enhancement and maintenance for twelve (12) months which shall commence Ten (10) days from receipt of Purchase Order/Notice to Proceed 2. SMTP subscription from 01 February 2024 to 31 January 2025																																																																			
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<p>1. Payment shall be processed upon issuance of Inspection and Acceptance Certificate by the Inspection and Acceptance Committee upon recommendation of the end-user</p> <p>2. Payment shall be processed upon receipt of the Statement of Account/Sales Invoice/Billing Statement and Delivery Receipt issued by the supplier.</p> <p>3. Payment shall be processed upon issuance of Supplier Evaluation Form (SEF) and other requirements provided by the end-user</p>																																																																					
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<p>In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.</p> <p>NOTICE TO PROCEED: Notice is hereby given that by conforming to this Purchase Order, the Service Provider/Supplier shall proceed with the delivery of the items in accordance with the terms and conditions specified herein to commence from the date of conformance hereunder indicated.</p> <p>Contact Ms. Joan P. Del Mundo at (02)8234-2228 local 203 or email at asd@privacy.gov.ph for questions/delivery and other concerns.</p>																																																																					
Conforme:  MS. KRISTINE SERRADA Signature over Printed Name of Supplier 01 FEB 2024 Date		Very truly yours,  ATTY. JOHN HENRY D. NAGA Signature over Printed Name of Authorized Official Privacy Commissioner																																																																			
Fund Cluster : <u>01</u> Funds Available : <u>₱ 995,530.10</u> JOHANA CARLA T. GÓMEZ <i>as per PCSO No. 017 s. 2023</i> Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit		ORS/BURS No. : <u>02-101-2024-02-0003</u> Date of the ORS/BURS: <u>FEBRUARY 20, 2024</u> Amount : <u>₱ 995,530.10</u>																																																																			



TERMS OF REFERENCE

NPC REGISTRATION SYSTEM (NPCRS) - SYSTEM MAINTENANCE (APP Item No. 2024 - 0008)

I. BACKGROUND

The National Privacy Commission (NPC) is charged with the administration and implementation of the provisions of the Data Privacy Act of 2012 (DPA) which includes ensuring the compliance by personal information controllers (PICs) with its provisions and publishing a compilation of an agency's system of records and notices, among others. To operationalize this, the Commission through the Compliance and Monitoring Division (CMD) launched the National Privacy Commission Registration System (NPCRS) in February 2022.

The NPCRS proved to be successful in providing a more efficient and secure platform for the registration of Data Processing Systems of Personal Information Controllers, Personal Information Processors, and Individual Professionals. Since its launch, there are 4304 approved registrations, 4196 of which are private companies and 108 are from the government sector.

The NPCRS has been crucial in providing up to date information for the compliance of PICs and PIPs in relation to their registration obligations. These reports are used for compliance checks as well as for giving recommendations for evaluation of data breach notifications. However, while the NPCRS is proven to be vital in the operations of the CMD, it is found out that there are lacking features in the said system. These lacking features have only been realized during the NPCRS' run and unfortunately have not been included in the initial requirements of the system during its development. The missing features include requests from PICs and PIPs to make the system more efficient and easier to use. For this reason, the CMD is proposing to acquire the services of the developers of the NPCRS to add these features in the NPCRS.

In addition, since the subscription of the email infrastructure services will be essential for the operation of NPCRS and the Data Breach Notification Management System (DBNMS), the CMD requires the said developers to include the provision of one (1) year of subscription to the simple mail transfer protocol (SMTP) on top of the maintenance and enhancement of the NPCRS.

II. OBJECTIVES

The maintenance and enhancement of the NPCRS aims to provide additional features to the said system that will allow for a more efficient, secure, and easier use of the said system. The enhancement of the NPCRS also aims to provide another one (1) year of subscription SMTP that the NPCRS and DBNMS are both using for sending one-time passwords (OTPs) and other vital email messages such as but not limited to: sending of orders, show cause orders, etc.

III. SCOPE OF SERVICES

This project involves not only the provision of adding the necessary features to the NPCRS, but this also includes support services that will cater to bug fixes not only to the newly added features but the support services including bug fixes, maintenance, and deployment support of the overall NPCRS. In addition. The enhancement should also come with warranties and the provision of one (1) year SMTP subscription used in both NPCRS and DBNMS to achieve its objectives. In summary, the scope of services for this project is as follows:

NPCRS Enhancements	
Feature	Details
1. Audit Logs - Internal	In generating audit logs feature, change DPO name to PIC name so when we generate audit logs, we can generate the PIC name instead of DPO name.
2. Audit Logs - Internal	<ul style="list-style-type: none"> • Add feature for the Date submitted, Date rejected, and date approved for PIC's registration application. • Filter, Search, Date Picker (1 month)
3. Additional Feature System - Internal	On the profiles of each PIC, add a history log that includes the dates of submission, rejection, and approval, as well as any other significant events related to the registration of that PIC
4. Additional Feature System - Profile Internal	When you click the notification on the account reset on the notification tab, it must redirect you to the account reset application
5. Notification Tab Account Deletion - Internal	Once the user account is deleted, all details in the NPCRS regarding that PIC shall also be deleted
6. Account Reset Internal	The system must allow special characters like parenthesis
7. Account Reset Internal	The PIC must receive the rejection notification real time or on the actual date of notification.
8. For Checking (External)	<p>Add feature where a PIC can upload their attestation of exemption of Registration (annex 1) for the PICs not covered by mandatory registration.</p> <p>Ex. "Are you amenable for an Exemption of Registration?" (In the form of a Checkbox)</p>
9. Additional Feature System - Internal	On the status for item no. 8, it must be "EXEMPTED". Then, if you click the "action icon", it will redirect you to the attestation of exemption of Registration Link.
10. Additional Feature System - Internal	On Dashboard, add additional feature in which we can filter the total submitted exemption on the registration
11. List View for Approval - Internal	For "For Approval" status those endorsed earlier should be on the top of the list view

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 as much as necessary or as determined by NPC's IMISU and the end-user, security testing should be done in development servers, staging server deployment and prior to the deployment in. The CONSULTANT/PROVIDER shall conform to the resource requirements of the Open Web Application Security Project OWASP as well as other security testing methodologies. The reports shall be submitted to the end-user and IMISU.

5. Privacy Impact Assessment - The CONSULTANT/PROVIDER shall fully participate in the end user's conduct of privacy impact assessment (PIA) to the proposed application system.
6. Consultant/Developers shall perform security assessment every development milestone and is required to provide reports thereof.
7. Consultant/Developer shall provide a secure portal for the reporting and monitoring of identified bugs and issues of the system. In this case, the consultants shall provide a detailed bug reporting process that will allow for easier and more efficient bug reporting and monitoring.
8. Data and Application Backups - The Consultant/ Provider shall set up automated snapshot backup to serve as protection to data loss and unauthorized acquisition of data.

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

IV. QUALIFICATION OF CONSULTANT

The proposed project team must be composed of experts and specialists from the same team that developed the NPCRS and DBNMS. This team should have the following positions as indicated in the table below.

12. Analytics and Ratings - Internal	There should be or add the count of "Account Resets" and "Account Deletions on Analytics and Ratings Tab. The default view should be per month but can be filtered to every 15th of the month
13. Additional Feature - Internal	The user should be able to change their Sector and subsector on their Profile Account.
Warranty	12 Month Warranty for the whole system (NPCRS) and not just the added features including bug fixes, maintenance support, deployment support, etc.

SMTP Requirements	
Feature	Duration
50,000 Emails per month	12 Months subscription
1 Dedicated IP address	

1. The provision of the necessary user, administrative and technical trainings that cover the enhancements of the NPCRS usage, database administration, and others.
2. The provision of at least one (1) year subscription of SMTP shall be shouldered by the consultants/ developers. In this regard, the consultants/ developers shall not provision a new SMTP account but will continue to provide billing to the established/existing SMTP account of NPC.
3. Deployment Services

The CONSULTANT/PROVIDER shall follow previous/current setup during deployment services. Before the CONSULTANT/PROVIDER deploys the service in the cloud, the CONSULTANT/PROVIDER shall seek the approval of NPC's Interim Information Management System (IMISU) Unit and the end-user.

4. 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.

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			
Business Solutions Architect	1	<ul style="list-style-type: none"> a. Minimum of five (5) years of Business Solutions Architect experience and at least five (5) years of Software Engineer experience of IT experience inclusive proven track record of solution expertise b. Deep knowledge of software development lifecycle and development pipeline (planning to monitoring) c. Experience with waterfall, Agile (SCRUM, Kanban, etc) and able to discuss workflows for different software development processes d. Experience in both private and e-Government application development, project management, service management based on best practices and industry standards. e. Highly efficient in preparing reports, technical and business communication writing and articulate in oral communication. f. Must be a graduate of a bachelor's degree in Information Technology, Computer Science, Business Administration, 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7

		or any degree course with comprehensive IT-related training and work experience. Master's Degree is an advantage	
Project Manager /Scrum Master or any equivalent role	1	<ul style="list-style-type: none"> g. Minimum of five (5) years of IT experience inclusive of three (3) years of experience in support, maintenance, development and deployment of complex mission-critical applications relating to secure software development using agile methodologies h. Certification in Information Technology Infrastructure Library (ITIL) Framework or any globally accepted project management certification. i. Familiar with Agile Development j. Experience in both private and e-Government application development, project management, service management based on best practices and industry standards. k. Highly efficient in preparing reports, technical and business communication writing and articulate in oral communication. l. 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 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7

		experience. Master's Degree is an advantage	
Application Support Analyst	2	<ul style="list-style-type: none"> a. Minimum of five (5) years of IT experience inclusive of three (3) years of experience in business and system analysis, design and deployment of complex mission-critical applications relating to secure software development. b. Acquired foundation in Information Technology Infrastructure Library (ITIL) or any globally accepted project management certification. c. Background in performing preliminary user testing for related applications and systems. 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. 	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.
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 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must

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

		<ul style="list-style-type: none"> d. Must have strong experience in Agile Methodology e. Must be a graduate of a bachelor's degree in Information technology, Computer Science, Computer Engineering, or any degree course with IT-related background and training. 	
Senior Developers	1	<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-related background and training. d. Proficiency with software collaboration tools (git, Jira, etc.,) e. Strong experience in Secure Software Development f. Each individual must have the corresponding technical trainings as a requirement. 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7
Junior Developers	2	<ul style="list-style-type: none"> a. Minimum of two (2) years' experience in computer programming, maintenance, and enhancement of IT systems. b. Must have strong experience in Agile Methodology 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until

		<ul style="list-style-type: none"> 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. d. Must have experience in Secure Software Development e. Proficiency with software collaboration tools (git, Jira, etc.) f. Each individual must have the corresponding technical trainings as a requirement. 	5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7
Systems Administrator/ Hardware Engineer	1	<ul style="list-style-type: none"> a. Minimum of three (3) years experience in the configuration, administration, maintenance, setup, and use of Data Center equipment which includes but not limited to: Cisco Catalyst, Nutanix products b. Minimum of three (3) years' experience in the configuration, administration, maintenance, setup, and use of Cloud based technology c. Must be a graduate of a bachelor's degree in Information Technology, Computer Science or any degree course with IT-related background and training. d. Knowledgeable in the security configuration of on-premise and cloud-based technologies 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7

		e. Must have certifications/trainings related to the field	
Document Specialist	2	<ul style="list-style-type: none"> a. Minimum of two (2) years' experience in technical documentation of procedures and practices. 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. 	Amenable for work from home setup or on-premise from Monday-Friday on a full-time basis starting from 8:00 A.M. until 5:00 P.M. Must be available during scheduled meetings. Must be on-call 365x24x7

OTHER REQUIREMENTS

1. The Consultant/Developer should have satisfactory experience deploying privacy-first application systems within the last two (2) years for the procuring entity.
2. The Consultant/Developer must have completed similar and related software development projects in the last two (2) years.
3. The Consultant/Developer should have an experience using the following technologies:
 - a. Database: MongoDB
 - b. Back-end Framework: Express.js and Node.js
 - c. Front-end Framework: Vue.js (Vue 2)
4. The Consultant/Developer must not have a history of blacklisting (or any recommendations towards such) in PhilGEPS as raised by any government agency in the past five (5) years.
5. The Consultant/Developer have an updated National Privacy Commission (NPC) Data Processing System Registration and has a Data Protection Officer.
6. The Consultant/Developer must be a Premier Partner of the Cloud Computing Platform to be used in delivering the project, specifying expertise in the Government/Public Sector and Cloud Computing.
7. The Consultant/Developer have the following certified personnel and must be Filipino citizens, regular & full-time employees of the company, and must provide proof of nationality, company ID and Certificate of Employment. Each employee must possess one (1) certificate.
 - a. Three (3) Professional Cloud Architect
 - b. Nine (8) Professional Cloud Developer

- c. One (1) Professional Cloud Security Engineer
- d. One (1) Professional Cloud DevOps Engineer
- e. Ten (10) Cloud Digital Leader

V. CONTRACT DURATION

The engagement is for twelve (12) months, which shall commence ten (10) days from the issuance of Notice to Proceed/WO/Contract.

The contract period may change depending on the agreement between the parties.

VI. PAYMENT AND DELIVERY

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

% of Contract Cost	Activity / Deliverables
30%	Submission of feature documents and provision of SMTP subscription
50%	CONSULTANT/PROVIDER will conduct a quality, security, and performance testing with 35% of the project completed.
20%	CONSULTANT/PROVIDER will conduct a quality, security, and performance testing with 100% of the project completed.
100%	TOTAL

VII. MODE AND NATURE OF PROCUREMENT

This shall be procurement of Consulting Services.

The mode of procurement shall be Alternative Mode through Negotiated Procurement - Small Value Procurement

VII. FUND SOURCE AND APPROVED BUDGET FOR THE CONTRACT (ABC)

Source of Fund : FY 2024 General Appropriations
NPC Indicative Annual Procurement Plan FY 2024
(APP Item No. 2024-0008)
NPC ISSP 2024 - 2026

Approved Budget
for the Contract : One Million Pesos Only (Php 1,000,000.00)


Prepared by:


GRELLY ANTHONY H. RAMOS
Information Technology Officer I, IMISU

Recommending Approval:


ATTY. RAINIER ANTHONY M. MILANES
Vice-Chairperson, IMISU

Approved by:


ATTY. IVIN RONALD D.M. ALZONA
Chairperson, IMISU
Executive Director IV, OED *J.*



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 01 February 2024 in Pasay City, 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, **ATTY. JOHN HENRY D. NAGA**, hereinafter referred to as the "**NPC**";

and

The **MAROONSTUDIOS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit 1218 12th Floor, Corporate 145 Building, 145 Mother Ignacia Avenue, Diliman, Quezon City, Metro Manila, PH 1103, represented herein by its Business Development Associate, **KRISTINE SERRADA**, and hereinafter referred to as "**Provider**".

The undersigned **PROVIDER** hereby covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

The term "confidential information" means those personal information, sensitive personal and privileged information, and other information, knowledge or data which are gained or acquired by the **Provider** on the occasion of their contract/assignment with the **NPC**, under any circumstances whether deliberate or accidental, and from any communications, document, writing, recording, photograph or other record in any form (such as sound recordings, films, etc.), regardless of whether it was provided before or after the date of execution of this Agreement, except for the following:

- a) Information that is generally known to the public;
- b) Information that is currently or subsequently becomes generally available to the public through no wrongful act of the **NPC** or the **Provider**;
- c) Information that is required to be disclosed under law or court order in connection with any criminal prosecution;
- d) Information that is known and possessed by the **Provider** prior to the disclosure by the **NPC**, unless such information, if misused or prematurely disclosed, could adversely affect the functions and operations of the **NPC** and other government agencies, and endanger the national security or prejudice public interest; and
- e) Information that the **NPC** expressly approved to be disclosed by the **Provider**, when used in accordance with the approved purpose of disclosure.

Notwithstanding the foregoing exceptions, any other information expressly designated by the **NPC en banc** as sensitive and privileged shall be considered confidential information, provided it is duly communicated to the **Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Provider** and the **NPC**, pursuant to Section 8 of Republic Act No. 10173 or the "Data Privacy Act of 2012". The **Provider** may only disclose confidential information only to the **NPC's** commissioners, directors, and division chiefs, and concerned personnel but only to the extent necessary for the effective performance of his duty.

The **Provider** shall treat the confidential information in the strictest confidence and, at a minimum, will take reasonable precautions to prevent disclosure, directly or indirectly, to any other party.

The **Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Provider** was given access even after the term, employment or contract has ended, as provided for in Section 12 of the Implementing Rules and Regulations of the Data Privacy Act of 2012.

In the event of disclosure and dissemination of confidential information to **NPC** commissioners, directors, officers, personnel, or other persons contracted to do specific duties, the **Provider** shall inform the recipient/s of the confidential nature of such information and shall take necessary steps to ensure the secrecy of the confidential information disclosed to them.

3. USE OF CONFIDENTIAL INFORMATION

The **Provider** shall utilize the confidential information received during the term of this Agreement solely for the execution of the obligations under this Agreement and for any additional purposes authorized by the **NPC**.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

All confidential information shall remain the sole and exclusive property of the **NPC** and shall be used by the **Provider** only for the purpose intended.

5. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

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

6. NOTICE OF DISCLOSURE

In the event that the **Provider** is required in any civil, criminal, or administrative proceeding to disclose any confidential information, the **Provider** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Provider** shall take all possible measures to limit such disclosure and make best efforts to afford the confidential information the highest level of protection.

In the event that the **Provider** accidentally makes an unauthorized disclosure of any confidential information, the **Provider** must promptly notify the **NPC** and take all reasonable steps necessary to retrieve the improperly divulged confidential information and to mitigate the potential damage.

The **Provider** shall also report and notify the **NPC**, immediately upon discovery, of any unauthorized disclosure of confidential information or any other breach of this Agreement

committed by other **Provider/s** of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Provider/s** responsible for the breach.

7. **REMEDIES FOR VIOLATION OF AGREEMENT**

The **Provider** agrees that in the event of his violation of this confidentiality agreement, he or she shall be subject to prosecution for violation of any and all applicable penal laws, in addition to and without prejudice to any civil and administrative liability that may likewise arise, and for any and all damages that may be caused to the **NPC** and other aggrieved parties, directly or indirectly. Violation of this agreement shall likewise be understood to constitute grave misconduct on the part of the **Provider**.

The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Provider** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **Provider's** obligation to maintain confidentiality or any violation of this Agreement.

8. **FAILURE TO EXERCISE RIGHTS SHALL NOT CONSTITUTE AS WAIVER**

No failure or delay by the **Parties** in exercising any right, power or privilege hereunder shall constitute waiver or estoppel nor will any single or partial exercise preclude further exercise thereof.

9. **GOVERNING LAW**

This Agreement will be construed in accordance with and governed by the law of the Republic of the Philippines. All applicable laws and regulations shall be deemed read into this Confidentiality Agreement.

10. **MISCELLANEOUS**

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both **Parties**. If any provision of this Agreement shall hereafter be held to be invalid or unenforceable for any reason, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, and the invalid provision shall be reformed to the maximum extent permitted to preserve the **Parties'** original intent.

Neither **Party** may assign its rights and delegate its obligations under this Agreement without the other **Party's** written consent.

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

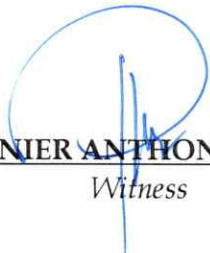


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
National Privacy Commission



KRISTINE SERRADA
Business Developer Associate
MaroonStudios, Inc.

Signed in the presence of:



ATTY. RAINIER ANTHONY M. MILANES
Witness

_____ *Witness*

ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY)

BEFORE ME, a Notary Public for and in QUEZON CITY on 01 FEB 2024, personally appeared the following persons with their government-issued identification cards, to wit:

NAME	GOVERNMENT-ISSUED ID	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA	IBP - 012739	
KRISTINE SERRADA		

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

This instrument consists of four (4) pages including this page wherein this Acknowledgment is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL at the place and on the date above mentioned.

Doc. No. 443
Page No. 90
Book No. XIV
Series of W

[Signature]
ATTY. FELIX ARDO M. IBARRA
Notary Public for Quezon City Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D, 01/02/2024, Q.C.
IBP No. 254794, December 28, 2022
MCLE Comp. No. VIII-0000973 / until April 14, 2025
ADM Matter No. NP-223 / (2023-2024)
Lot 27 Block VI, No. 1160 Quirino Highway
Brgy. Kaligayahan, Quezon City