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**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)**

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**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 30<sup>th</sup> 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 Einar

**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](mailto: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**

[REDACTED]  
**MAROONSTUDIOS INC.,**  
Unit 1218, 12<sup>th</sup> Floor, Corporate 145 Building,  
145 Mother Ignacia Avenue, Diliman, Quezon City 1103

Dear [REDACTED]

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  
Mendota Ma  
Josefine  
Esatelo

Conforme:

[REDACTED]  
**MAROONSTUDIOS INC.,**  
Unit 1218, 12<sup>th</sup> 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 : [REDACTED]		Mode of Procurement : Small Value Procurement																																															
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:																																																	
Place of Delivery : NPC OFFICE		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																																															
Date of Delivery : 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		Payment Term : LDDAP-ADA																																															
Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount																																												
	Lot	NPC REGISTRATION SYSTEM (NPCRS) - SYSTEM MAINTENANCE	1	995,530.10	995,530.10																																												
<div>1. SCOPE OF WORK</div> <div>A. NPCRS ENHANCEMENTS<table><thead><tr><th>Feature</th><th>Details</th></tr></thead><tbody><tr><td>1. Audit Logs - Internal</td><td rowspan="13">The specifications shall be in accordance with the attached Terms of Reference "Annex A"</td></tr><tr><td>2. Audit Logs - Internal</td></tr><tr><td>3. Additional Feature System - Internal</td></tr><tr><td>4. Additional Feature System - Profile Internal</td></tr><tr><td>5. Notification Tab Account Deletion - Internal</td></tr><tr><td>6. Account Reset Internal</td></tr><tr><td>7. Account Reset Internal</td></tr><tr><td>8. For Checking (External)</td></tr><tr><td>9. Additional Feature System - Internal</td></tr><tr><td>10. Additional Feature System - Internal</td></tr><tr><td>11. List View for Approval - Internal</td></tr><tr><td>12. Analytics and Ratings - Internal</td></tr><tr><td>13. Additional Feature - Internal</td></tr></tbody></table></div> <div>B. SMTP REQUIREMENTS<table><thead><tr><th>Feature</th></tr></thead><tbody><tr><td>50,000.00 Emails per month</td></tr><tr><td>1 Dedicated IP address</td></tr><tr><td colspan="2">The specifications shall be in accordance with the attached Terms of Reference "Annex A"</td></tr><tr><td colspan="2">2. QUALIFICATION OF THE CONSULTANT</td></tr><tr><td colspan="2">The specifications shall be in accordance with the attached Terms of Reference "Annex A"</td></tr><tr><td colspan="2">3. OTHER REQUIREMENTS</td></tr><tr><td colspan="2">The specifications shall be in accordance with the attached Terms of Reference "Annex A"</td></tr></tbody></table></div> <div>Attached a Non-disclosure Agreement (NDA)</div> <div>WARRANTIES: 1. NPCRS - 12 months warranty for the whole system and not just the added features including bug fixes, maintenance support, deployment support etc. 2. SMTP - 12 months subscription</div> <div>DELIVERY: 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</div> <div>PAYMENT:</div> <table><thead><tr><th>% OF contract Cost</th><th>Activity/Deliverables</th><th>Amount in Peso</th></tr></thead><tbody><tr><td>30%</td><td>Submission of feature documents and provisions of SMTP Subscription</td><td>298,659.03</td></tr><tr><td>50%</td><td>Consultant/provider will conduct a quality, security and performance testing with 35% of the project completed</td><td>497,765.05</td></tr><tr><td>20%</td><td>Consultant/provider will conduct a quality, security and performance testing with 100% of the project completed</td><td>199,106.02</td></tr><tr><td>100%</td><td>TOTAL</td><td>995,530.10</td></tr></tbody></table> <div>1. Payment shall be processed upon issuance of Inspection and Acceptance Certificate by the Inspection and Acceptance Committee upon recommendation of the end-user 2. Payment shall be processed upon receipt of the Statement of Account/Sales Invoice/Billing Statement and Delivery Receipt issued by the supplier. 3. Payment shall be processed upon issuance of Supplier Evaluation Form (SEF) and other requirements provided by the end-user</div>						Feature	Details	1. Audit Logs - Internal	The specifications shall be in accordance with the attached Terms of Reference "Annex A"	2. Audit Logs - Internal	3. Additional Feature System - Internal	4. Additional Feature System - Profile Internal	5. Notification Tab Account Deletion - Internal	6. Account Reset Internal	7. Account Reset Internal	8. For Checking (External)	9. Additional Feature System - Internal	10. Additional Feature System - Internal	11. List View for Approval - Internal	12. Analytics and Ratings - Internal	13. Additional Feature - Internal	Feature	50,000.00 Emails per month	1 Dedicated IP address	The specifications shall be in accordance with the attached Terms of Reference "Annex A"		2. QUALIFICATION OF THE CONSULTANT		The specifications shall be in accordance with the attached Terms of Reference "Annex A"		3. OTHER REQUIREMENTS		The specifications shall be in accordance with the attached Terms of Reference "Annex A"		% OF contract Cost	Activity/Deliverables	Amount in Peso	30%	Submission of feature documents and provisions of SMTP Subscription	298,659.03	50%	Consultant/provider will conduct a quality, security and performance testing with 35% of the project completed	497,765.05	20%	Consultant/provider will conduct a quality, security and performance testing with 100% of the project completed	199,106.02	100%	TOTAL	995,530.10
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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.																																																	
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.																																																	
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.																																																	
Conforme: [REDACTED]		Very truly yours, [Signature] ATTY. JOHN HENRY D. NAGA Signature over Printed Name of Authorized Official Privacy Commissioner																																															
Signature over Printed Name of Supplier 01 FEB 2024 Date																																																	
Fund Cluster : 01		ORS/BURS No. : 02-101-2024-02-0003																																															
Funds Available : ₱ 995,530.10		Date of the ORS/BURS: FEBRUARY 20, 2024																																															
JOHANA CARLA T. GOMEZ as per PCSO No. 017 s. 2023 Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit		Amount : ₱ 995,530.10																																															





## 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 5<sup>th</sup> 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 12<sup>th</sup> Floor, Corporate 145 Building, 145 Mother Ignacia Avenue, Diliman, Quezon City, Metro Manila, PH 1103, represented herein by its [REDACTED] 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

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	<div></div>	
<div></div>		

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

**ATTY. FELIZARDO 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