



BIDS AND AWARDS COMMITTEE
BAC Resolution No. 045-2024, Series of 2024

**DECLARING THE BID OF THE JOINT VENTURE OF SECUREMETRIC
TECHNOLOGY, INC AND DICE205 DIGITAL CORPORATION AS THE SINGLE
CALCULATED AND RESPONSIVE BID FOR THE PROCUREMENT OF COMPLIANCE
AND SECURITY MONITORING COMMAND CENTER (CSMCC) - SUPPLY,
DELIVERY, DEVELOPMENT, INSTALLATION, SECURITY, TESTING, SERVICE AND
WARRANTY CSM COMMAND CENTER (APP Item No. 2024-0082)**

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to administer and implement Republic Act No. 10173 or the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, to achieve an efficient and secure compliance check process and to serve as a portal for PICs and PIPs to comply with the provisions stipulated in the DPA, its IRR, and relevant NPC issuances;

WHEREAS, to procure Compliance and Security Monitoring Command Center (CSMCC) - Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center amounting to One Hundred Nineteen Million One Hundred Nine Thousand Pesos (PhP199,109,000.00) chargeable against ICT Equipment (OPERATIONS-CAPITAL OUTLAY), under the General Appropriations Act of 2024 (RA 11975), programmed under NPC CY 2024 APP with Item No. 2024-0082;

WHEREAS, this item of procurement shall be under the mode of Competitive Bidding pursuant to Section 10, Rule IV of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184 (R.A. No. 9184);

WHEREAS, on 18 April 2024, an invitation to Bid (ITB) was posted on PhilGEPS, NPC Bulletin Board, and NPC Website. The Bidding Documents were also made available on then same date.

WHEREAS, the Invitation to Observers were also sent to Cybercrime Investigation and Coordinating Center (CICC), Department of Information and Communications Technology (DICT), National Telecommunications Commission (NTC), Sentro ng Alternatibong Lingap Panligal, National Privacy Commission-COA, Makati Business Club, and Philippine Chamber of Commerce and Industry in accordance with Section 13 of the IRR of R.A. No. 9184;

WHEREAS, on 29 April 2024, the NPC – Bids and Awards Committee (NPC-BAC) conducted a Pre-Bid Conference where the NPC-BAC discussed the Bidding Documents, Technical Specification and the Guidelines on Electronic Submission and Receipt of Bids and clarificatory questions were raised and answered;

WHEREAS, on 13 May 2024, the NPC – Bids and Awards Committee (NPC-BAC) set the deadline of submission at 09:00 A.M. and received two bids submitted by the joint venture of

One Commerce (Int'l) Corporation & Versatest Solutions and Services, Inc. and the joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation;

WHEREAS, on the same date at 1:30 P.M., the Opening of Bids was conducted and was attended by the prospecting bidders, in accordance with Section 24.4 of the Revised IRR of R.A. 9184;

WHEREAS, the NPC-BAC evaluated and inspected the first bid envelope (Technical Components) submitted by the joint venture of One Commerce (Int'l) Corporation & Versatest Solutions and Services, Inc. and the joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation and has determined that they passed all the eligibility and legal requirements prescribed in accordance with the provisions of the IRR of R.A. No. 9184;

WHEREAS, immediately upon determining compliance with the requirements in the first envelope, the NPC-BAC opened the second bid envelope (Financial Proposal) of the joint venture of One Commerce (Int'l) Corporation & Versatest Solutions and Services, Inc., it was found that their Financial Bid Form is not compliant with the standard and declared "Failed";

WHEREAS, the NPC-BAC proceed in opening the Price Schedule of the joint venture of One Commerce (Int'l) Corporation & Versatest Solutions and Services, Inc., with respective bid price of One Hundred Six Million Six Hundred Two Thousand Five Hundred Fifty-Five Pesos (Php106,602,555.00);

WHEREAS, the NPC-BAC opened the second bid envelope (Financial Proposal) of the joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation and declared that they passed all the financial requirements and are now recommended for bid evaluation relative to the procurement of Compliance and Security Monitoring Command Center (CSMCC) - Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center with respective bid price of One Hundred Eighteen Million Nine Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php118,988,888.00);

WHEREAS, on the same day of 13th day of May 2024, the NPC-BAC resolved to declare the bids submitted by the joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation to have passed the preliminary evaluation for the procurement of Compliance and Security Monitoring Command Center (CSMCC) - Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center and is now recommended for the conduct of bid evaluation;

WHEREAS, on 03 June 2024, the NPC_BAC conducted a bid evaluation in accordance with Section 32 of the Revised IRR of RA 9184;

WHEREAS, the NPC BAC-Technical Working Group's (TWG) presented their Bid Evaluation Report, attached as Annex "A". The NPC BAC-TWG recommend that bid of joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation be declared as the Single calculated Bid and be endorsed for post qualification in accordance with Rule X-Post Qualification under Section 34 of the revised IRR of RA 9184 to determine whether the Bidder has complied with and is responsive to all the requirements and conditions as specified in the Bidding documents;

WHEREAS, on 11 June 2024, the bid submitted by joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation was subjected to post-qualification evaluation. The NPC

BAC-TWG presented their post-qualification report, attached as Annex 'B'. The NPC BAC TWG stated that, after verification and examination of joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation bidding documents, they found that the submission is compliant with the eligibility (Legal, Financial and Technical) under the Revised IRR of R.A. 9184, and thus, passed the post-qualification evaluation. The NPC BAC-TWG recommended that the bid of joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation be declared as the Single Calculated and Responsive Bid;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee, hereby **RESOLVE**, as it **RESOLVED** that joint venture of Securemetric Technology, Inc and Dice205 Digital Corporation with the bid amounting to One Hundred Eighteen Million Nine Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (PhP118,988,888.00) be declared as the Single Calculated and Responsive Bid and be recommended the award of contract for the procurement of Compliance and Security Monitoring Command Center (CSMCC) - Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center.


RESOLVED this 11th day of June 2024, via combination of on-site and videoconference meeting.

ATTEST:


Digitally signed
by Milanes Rainier
Anthony Mabias
ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
End-User/Provisional BAC Member



MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member

On Leave
ATTY. RODOLFO S. CABATU, JR
Attorney IV, LD
BAC Member


Digitally signed
by Nieva Aubin
Romero
ATTY. AUBIN ARN R. NIEVA
Attorney V, PDD
BAC Vice Chairperson

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

APPROVED:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: JUN 24 2024



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



NOTICE OF AWARD

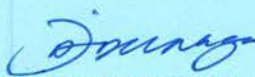
Date Issued: **JUN 24 2024**

[REDACTED]
Securemetric Technology, Inc.
Unit 7D 7F The Athenaeum Bldg., 160 LP Leviste St.,
Salcedo Village, Brgy. Bel-Air, Makati CBD, Makati City

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 045-2024 series of 2024, the contract for COMPLIANCE AND SECURITY MONITORING COMMAND CENTER (CSMCC) - SUPPLY, DELIVERY, DEVELOPMENT, INSTALLATION, SECURITY, TESTING, SERVICE AND WARRANTY CSM COMMAND CENTER amounting to **ONE HUNDRED EIGHTEEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS (PHP118,988,888.00)** VAT inclusive, is awarded to the joint venture of **Securemetric Technology, Inc and Dice205 Digital Corporation** 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

JUN 24 2024

Digitally
signed by
Nieva Aubin
Romero

Conforme:

[REDACTED]
Securemetric Technology, Inc.
Unit 7D 7F The Athenaeum Bldg., 160 LP Leviste St.,
Salcedo Village, Brgy. Bel-Air, Makati CBD, Makati City

Date: **JUN 24 2024**

MEMORANDUM OF AGREEMENT

28 JUN 2024

This **AGREEMENT** is made and entered into this _____, 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, **ATTY. JOHN HENRY D. NAGA** (the "**NPC**");

- and -

JOINT VENTURE OF SECUREMETRIC TECHNOLOGY INC. and DICE205 DIGITAL CORPORATION, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit 7D 7F The Athenaeum Building, 160 LP Leviste St., Salcedo Village, Brgy. Bel-Air, Makati CBD, Makati City represented herein by its Authorized Representative, [REDACTED] and hereinafter referred to as "**SUPPLIER**".

The **NPC** and the **SUPPLIER** shall hereinafter be referred to individually as a "**PARTY**", or collectively as the "**PARTIES**." Moreover, this Memorandum of Agreement shall herein be referred to interchangeably as "**Agreement**" and "**Contract**".

WITNESSETH, that:

WHEREAS, Republic Act No. 10173, also known as the Data Privacy Act of 2012 (DPA), designates the **NPC** to administer and implement the provisions of the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, it is the **NPC'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 implementing rules and regulations (IRR) and NPC issuances including the requirements under NPC Circular 18-02 Guidelines on Compliance Checks;

WHEREAS, the **NPC** through the Compliance and Monitoring Division (CMD) is mandated to monitor and ensure compliance of the country with international standards set for data protection.

WHEREAS, the Compliance and Security Monitoring Command Center (CSMCC) aims to achieve an efficient and secure compliance check process and to serve as a portal for PICs and PIPs to comply with the provisions stipulated in the DPA, its IRR, and relevant NPC issuances. The CSMCC also aims to provide progress monitoring and report generation that can be done efficiently and accurately;

WHEREAS, with the move towards intensifying all the **NPC's** services through the CMD, it is therefore necessary to enhance its current compliance and security monitoring capabilities by digital transformation which will result in achieving CMD's objectives of providing better cybersecurity measures and effectively responding to NEDA's directive of adopting programs and projects geared towards economic development;

WHEREAS, this item was recommended for award through Competitive Bidding in accordance with the Revised Implementing Rules and Regulations of Republic Act No. 9184 (R.A. 9184). A copy of the Notice of Award is hereto attached as **ANNEX A** and made an integral part of this Agreement;

WHEREAS, the **SUPPLIER** will provide services enumerated in Section VI (Schedule of Requirements) and Section VII (Technical Specifications) as indicated in the Bidding Documents hereto attached as **ANNEX B** and made an integral part of this Agreement;

NOW, THEREFORE, the **SUPPLIER** 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 “**COMPLIANCE AND SECURITY MONITORING COMMAND CENTER**” hereinafter referred to as the “**PROJECT**” or “**CSMCC**.”

ARTICLE II. OBLIGATIONS

Section 1. The **SUPPLIER** shall perform and provide any and all that is necessary to deliver the **SERVICES** specified in Section VII (Technical Specifications) of the Bidding Documents;

Section 2. The **SUPPLIER** shall deliver all its obligations to **NPC** as stated below:

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1. Inception Report and Delivery of Certificates, Licenses, and Hardware Bundle	1 Lot	1 unit	1 unit	No later than 15 August 2024
2. Authentication Gateway	1 Lot	1 unit	1 unit	No later than 15 August 2024
3. Mobile devices	1 Lot	25 units	25 units with accessories	No later than 15 August 2024
4. Interactive LED Screen	1 Lot	1 unit	1 unit with accessory	No later than 15 August 2024
5. 4K HD Screen	1 Lot	6 units	6 units with accessories	No later than 15 August 2024
6. High Performance Laptops	1 Lot	25 units	25 units with accessories	No later than 15 August 2024
7. Mid Performance Laptops	1 Lot	20 units	20 units with accessories	No later than 15 August 2024
8. Mid Performance Desktop	1 Lot	1 unit	1 unit with accessory	No later than 15 August 2024
9. High Performance Desktop	1 Lot	2 units	2 units with accessories	No later than 15 August 2024
10. High Performance Monitor	1 Lot	25 units	25 units with accessories	No later than 15 August 2024
11. Multifunction Printer	1 Lot	1 unit	1 unit with accessory	No later than 15 August 2024
12. Portable Multifunction Printer	1 Lot	1 unit	1 unit with accessory	No later than 15 August 2024
13. Short Throw Projector	1 Lot	2 units	2 units with accessories	No later than 15 August 2024
14. Portable Satellite Internet	1 Lot	2 units	2 units with Subscriptions	No later than 15 August 2024
15. Server Hardware	1 Lot	1 unit	1 unit with accessories	No later than 15 August 2024
16. Other Essential components	1 Lot	1 unit	1 unit	No later than 15 August 2024

17. Bug Reporting portal	1 Lot	1 unit	1 unit	2 months upon notice to proceed
18. Development of CCMMS	1 Lot	1 unit	1 unit	On or before 15 December 2024
19. Technical Training	1 Lot	1 unit	1 unit	On or before 15 December 2024
20. Enhancement of DBNMS and NPCRS	1 Lot	1 unit	1 unit	On or before 15 December 2024
21. Vulnerability, Assessment and Penetration Testing of CCMMS	1 Lot	1 unit	1 unit	On or before 15 December 2024
22. Deployment Services	1 Lot	1 unit	1 unit	On or before 15 December 2024
23. Privacy Impact Assessment	1 Lot	1 unit	1 unit	On or before 15 December 2024

Section 3. Delivery shall only be considered complete upon signing of the "Certificate of Acceptance of Output" by NPC.

All hardware components shall have a seven (7) day outright replacement period, the **SUPPLIER** shall have five (5) days to replace the same from the time the defect is reported. For the CSMCC, the **SUPPLIER** shall remedy any defect in its deliverables or unsatisfactory work as found by the NPC following the Service Level Agreement (SLA) stated in this document.

Section 4. The **SUPPLIER** shall provide NPC with support service to the Project for both the hardware and software components after its complete delivery. The support service timeframe will cover (twelve) 12 months from the date of the project's complete delivery. The support service shall include, but is not limited to, the operation of the software, system modifications, and any other issues which may arise in both software and hardware. The support service provided will be at no additional cost to NPC.

Section 5. The **SUPPLIER** shall turn over the latest working source code and all its components including libraries and system documentation of the CSMCC software to NPC on or before 15 December 2024. All manuals and documentation of hardware components shall also be turned over to the NPC.

Section 6. The **SUPPLIER** shall provide technical and end-users' training for the CSMCC and all hardware components as described in the bidding document titled PROFESSIONAL SERVICE - COMPLIANCE AND SECURITY MONITORING COMMAND CENTER (CSMCC).

Section 7. The **SUPPLIER** shall work with other NPC suppliers to provide integration with other NPC Systems and shall be involved in relevant activities including, but not limited to, the conduct of Vulnerability Assessment Penetration Tests (VAPT) with other NPC consultants and the conduct of Privacy Impact Assessments.

Section 8. That the **SUPPLIER** shall implement all necessary, up to date and appropriate security measures that will protect all components of the project including the software and hardware components of the project in accordance with the latest industry best practices and compliance with the DPA, its IRR and relevant issuances of the NPC. For this requirement, the **SUPPLIER** shall, without delay, provide all documentation relating to security and compliance of the DPA, its IRR and issuances of the NPC, including policies and privacy manual when so requested by the NPC.

Section 9. The **SUPPLIER** shall provide NPC all relevant information regarding the project including third party providers of the **SUPPLIER** involved in the project. The **SUPPLIER** shall establish and ensure that these **SUPPLIERS** implement appropriate security measures following

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the latest industry best practices. The **SUPPLIERS** shall ensure that their third-party providers involved in the project comply with the DPA, its IRR and issuances of the Commission. For this requirement, the **SUPPLIER** shall provide all documentation relating to security and compliance of the DPA, its IRR and issuances of the **NPC** including policies and privacy manual whenever required by the **NPC** without any further delay.

Section 10. In the event of a Personal Data Breach within the **SUPPLIER** involving the components of the Project, the **SUPPLIER** shall notify the **NPC** within 24 hours upon discovery or knowledge thereof without prejudice to their obligation under NPC Circular on Breach Management and other relevant NPC issuances. The **SUPPLIER** shall provide NPC with a report in accordance with NPC issuances on Data Breach Reporting. The **SUPPLIER** agrees to take all reasonable and urgent measures, at its sole expense, to mitigate the breach or any damage resulting from the breach, to prevent further harm to affected data subjects and the **NPC**, to **restrain its employees, officers, agents or representatives from unauthorized disclosure or use of the personal data** , and to prevent recurrence of the breach.

ARTICLE III. FINANCIAL CONSIDERATIONS

Section 1. As consideration for the full and faithful performance by the **SUPPLIER** 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 **SUPPLIER** a total amount of **One Hundred Eighteen Million Nine Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Philippine Pesos (Php 118, 988, 888.00)** 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	Activity/Deliverable/Deliverables
15%	Advance Payment, upon issuance of the Notice to Proceed and upon submission of and irrevocable letter of credit or bank guarantee issued by a universal or commercial bank.
65%	From acceptance of Inception report, delivery of all certificates and licenses, and delivery of ALL hardware devices on or before 15 August 2024.
20%	Move to production of the web and mobile application, completion of the installation of command center equipment, and the conduct a quality, security, and performance testing by the SUPPLIER on or before 15 December 2024
100.00%	TOTAL

Section 3. The Contract price shall constitute the entire remuneration payable to the **SUPPLIER**. 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. Billing/Claim of Payment
- 3. Sign-off or Acceptance of Output

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

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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 **SUPPLIER** before the execution of this Agreement.

Section 2. The **SUPPLIER** 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 **SUPPLIER** for **NPC** under this Agreement.

Section 3. The **PARTIES** acknowledge and agree that the **NPC** will hold all intellectual property rights, title, and interest arising from this project including copyright and trademark rights.

Section 4. The **SUPPLIER** agrees not to claim any such ownership of the project's intellectual property at any time prior to or after the completion and delivery of the project to **NPC**.

ARTICLE V. SERVICE LEVEL AGREEMENT

Section 1. This Service Level Agreement (SLA) covers all the components of the Project, including all hardware and software components.

Section 2. Technical support must be provided either on-site, via telephone or email to resolve technical and other related problems based on this 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 upon reporting).
- 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 day).
- 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.

Section 3. On-site support shall require experts from the **SUPPLIER** with the skills necessary to fix the reported issue. Presence of experts such as senior programmers, cloud engineers, hardware engineers, etc. shall be in the **NPC** premises to work to resolve the issue.

Section 4. **NPC** shall have the right to blacklist the **SUPPLIER**, 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.

Section 5. 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.

Section 6. The **SUPPLIER** 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 **SUPPLIER** shall also create an escalation procedure to be followed in scenarios where issues are not resolved within SLA.

Section 7. The warranty period shall commence upon the Issuance of Certificate of User Acceptance which shall be for a period of twelve (12) months to cover software updates, limited to upgrades of software dependencies used by the application, security patches and technical support. The **SUPPLIER** shall provide **NPC** with the option to extend the warranty period without cost to the **NPC**. That for a period of 12 months after the complete delivery date, all hardware components of the Project shall operate according to the Specifications signed-off and agreed to by **NPC** and the **SUPPLIER**. If any of the hardware component malfunctions or in any way does not operate according to the specifications within that time, then the **SUPPLIER** shall immediately service and fix the hardware component in question without cost on the part of the **NPC**.

ARTICLE VI. WARRANTIES

Section 1. The **SUPPLIER** 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 **SUPPLIER** 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 complete delivery date, the Software shall operate according to the Specifications signed-off and agreed to by **NPC** and the **SUPPLIER**. If the Software malfunctions or in any way does not operate according to the specifications within that time, then the **SUPPLIER** 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 VII. INDEMNIFICATION AND LIQUIDATED DAMAGES

Section 1. The **SUPPLIER** shall indemnify, defend, and protect the **NPC** from and against all lawsuits and costs of every kind pertaining to the project including reasonable legal fees due to the **SUPPLIER'S** infringement of the intellectual rights of any third party.

Whenever incidents of material breach of this Agreement or when any of the **Parties** violates any of the material rules in this Agreement, including Card Scheme rules or regulatory rules, the other **Party** shall have the right to collect liquidated damages of at least at least equal to one-tenth of one percent (0.001) of the cost resulting from the material violation. This provision shall be in accordance Section 68 of IRR of RA 9184, and other relevant issuances.

ARTICLE VIII. TESTING AND ACCEPTANCE

Section 1. **NPC** shall have a period of fifteen (15) working days from the date of the actual and complete installation of each Project hardware component under this Agreement, to inspect, test, and evaluate all delivered project components to determine, whether it strictly complies with the requirements under this Agreement.

Section 2. **NPC** shall have a period of fifteen (15) working days from the date of actual and complete delivery of each feature/function of the software components under this agreement, to inspect, test and evaluate all functions of the system to determine, whether it strictly complies with the requirements under this Agreement.

Section 3. In case a particular project component fails to perform in accordance with this Agreement, **NPC** shall send a written notice to the **SUPPLIER** describing the function, criteria, or condition which it failed to meet. Failure of the **NPC** to issue the written notice within the 15-working day period shall not be construed as a waiver or acceptance of the corresponding project

component, as performing in accordance with its intended purpose in compliance with this Agreement.

Section 4. In case of non-acceptance, NPC may, through the same written notice mentioned in the preceding Section, allow the **SUPPLIER** to remedy any such failure within a period equivalent to the remaining number of days unutilized under this Agreement.

Section 5. After the actual and complete delivery and/or installation of the rectified project component, NPC shall have a fresh period of fifteen (15) working days from the date of the actual and complete delivery or installation of each project component to inspect, test, and evaluate the project component and the preceding Sections shall again be applicable.

Section 6. 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 IX. COMMON PROVISIONS

Section 1. Project Administration - NPC designates the end-user, Chief of the Compliance and Monitoring Division **ATTY. RAINIER ANTHONY M. MILANES**, as the personnel responsible for the coordination of the **SERVICES** set forth in this Agreement.

The **SUPPLIER** shall submit all deliverables and reports to the end-user, Chief of the Compliance and Monitoring Division **ATTY. RAINIER ANTHONY M. MILANES**, which the latter should accept before processing of payment may commence.

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

The **SUPPLIER** likewise binds itself to follow the Technical Specifications in the TOR of the bidding documents titled "COMPLIANCE AND SECURITY MONITORING COMMAND CENTER (CSMCC)" in the delivery of the required services. In relation to this, the **SUPPLIER** shall provide a monthly report with the NPC to show the progress of the **SERVICES** specified in this Agreement.

Section 3. Each **Party** shall, in accordance with the *Data Privacy Act of 2012*, its IRR, and all other related rules and issuances, ensure that appropriate organizational, physical, and technical security measures are set in place to maintain the confidentiality, integrity, and security of all personal data that may come to its knowledge or possession by reason of any provision under this MOA, and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The **SUPPLIER** shall sign a Non-Disclosure Agreement which shall form an integral part of this Agreement.

Section 4. Amendments. — The provisions of this MOA, including the Annexes hereof, shall, at all times, be subject to existing and subsequent issuances of the **Parties**, all amendments and/or modifications the **Parties** may subsequently agree upon, and directives from duly authorized government regulatory bodies in the exercise of their jurisdiction. Any modification, revision, or amendment hereto agreed upon by the **Parties** shall become valid and binding only when the same is in writing and signed by both **Parties**.

Section 5. Suspension of Contract - NPC may, by written notice of suspension to the **SUPPLIER**, suspend this Agreement if the **SUPPLIER** 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 **SUPPLIER** may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) calendar days after receipt of such notice.

NPC may, by written notice, 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 **SUPPLIER**, 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** 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 **SUPPLIER** prior to the delay; b) As a result of force majeure, the **SUPPLIER** 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 **SUPPLIER's** receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The **SUPPLIER** fails to perform any other obligation under the contract.

The **SUPPLIER** 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. — There shall be no employer-employee or principal-agency relationship between the NPC and the **SUPPLIER**.

Nothing in this MOA shall be deemed to constitute a partnership, joint venture between the **Parties**, or a merger of their assets or their fiscal and other liabilities or undertaking. Neither **Party** shall have the right to bind the other **Party**, except as expressly provided for herein.

The employees of the **Supplier** and the NPC shall remain their respective employees. All liabilities and obligations emanating from the employer-employee relationship of the respective **Parties** shall be solely shouldered by the respective employers.

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 amicably 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 the Alternative Dispute Resolution Act of 2004 (R.A. 9285). In case of any disputes arising from this Contract, the **Parties** hereto agree to submit to the jurisdiction of the courts of Pasay City only, to the exclusion of all other courts.

Section 9. Insurance - The **SUPPLIER** shall be responsible for taking out any appropriate insurance coverage.

Section 10. Assignment - The **SUPPLIER** 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. Separability. If any provision/s in this Contract is/are determined to be invalid, unlawful, or unenforceable by a final judgment of a competent court, such provision/s shall be severed from the remaining provisions. The remaining provisions of the Contract shall continue to be valid and enforceable to the fullest extent permitted by law.

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

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

ARTICLE X. FINAL PROVISIONS

This Agreement shall take effect after the same is duly signed and notarized, and **SUPPLIER** 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.

SECUREMETRIC TECHNOLOGY INC.
and DICE205 DIGITAL CORPORATION NATIONAL PRIVACY COMMISSION

By:

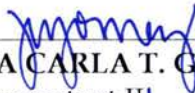


Authorized Representative

By:



ATTY. JOHN HENRY D. NAGA
Privacy Commissioner



JOHANA CARLA T. GOMEZ
Accountant III

SIGNED IN THE PRESENCE OF:



ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD

ACKNOWLEDGMENT

Republic of the Philippines)
Muntinlupa City)


BEFORE ME, a Notary Public for and in Muntinlupa City on 28 JUN 2024 personally appeared:

NAME	Competent Proof of Identity	Date/Place Issued
ATTY. JOHN HENRY D. NAGA		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement for and in behalf of the entities that they each represent and acknowledged to me that it is their free act and deed, consisting of only ten (10) 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 at the place and on the date above mentioned.

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Series of 2024


ATTY. ANNABEL F. HERNANDEZ
Attorney-at-Law
Notary Public for Muntinlupa City
NC 23-061 until December 31, 2024
Roll of Attorneys No. 77961
PTR No. 10521505 / January 03, 2024 / Muntinlupa City
IBP No. 402464 / January 04, 2024 / PPLM Chapter
Civic Prime Bldg. 2501 Civic Drive
Filinvest Alabang, Muntinlupa City

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 28 JUN 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

JOINT VENTURE OF SECUREMETRIC TECHNOLOGY INC. and DICE205 DIGITAL CORPORATION, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit 7D 7F The Athenaeum Building, 160 LP Leviste St., Salcedo Village, Brgy. Bel-Air, Makati CBD, Makati City represented herein by its Authorized Representative, [REDACTED] and hereinafter referred to as "**SUPPLIER**".

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

1. CONFIDENTIAL INFORMATION

The term "confidential information" shall refer to those personal, sensitive personal, and privileged information, and other information, knowledge, or data, such as but not limited to information pertaining to any case filed before the **NPC**, which is gained or acquired by the **Supplier** on the occasion of their contract 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. Further, any other information expressly designated by the **NPC** as sensitive and privileged shall also be considered confidential information, provided it is duly communicated to the Supplier, except for the following:

- 1.1 Information that is generally known to the public;
- 1.2 Information that is currently or subsequently becomes generally available to the public through no wrongful act of the **NPC** or the **SUPPLIER**;
- 1.3 Information that is known and possessed by the **SUPPLIER** 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;
- 1.4 Information that is required to be disclosed in a judicial or administrative proceeding, or otherwise requested or required to be disclosed by law or regulation, although the requirements herein shall apply prior to any disclosure; and
- 1.5 Information that the **NPC** expressly approved to be disclosed by the **SUPPLIER**, when used in accordance with the laws, this Agreement, and the approved purpose of disclosure.

Notwithstanding the foregoing exceptions and those provided in the *Data Privacy Act of 2012 (R.A. 10173)* and its *Implementing Rules and Regulations (IRR)*, the **SUPPLIER** shall ensure the secure processing of personal, sensitive personal, and privileged information obtained in accordance with the Act, its implementing regulations, and other relevant issuances.

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2. TERM

This Agreement shall be in full force immediately upon its execution for a period of two (2) years. Notwithstanding the foregoing, the confidentiality of information shall be maintained despite the termination of this Agreement and any further processing of personal data shall be compliant with the DPA, its IRR, and relevant issuances of the NPC.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

The NPC shall own exclusively all the rights, title, and modifications pertaining to the confidential information. The SUPPLIER shall not be granted any other right or license, whether expressed or implied, to the confidential information.

4. USE OF CONFIDENTIAL INFORMATION

The SUPPLIER shall utilize the confidential information solely for the execution of the obligations under this Agreement and for any written additional purposes authorized by the NPC. The SUPPLIER shall not use the confidential information to benefit themselves or third parties or in any manner adverse or detrimental to the NPC.

5. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The SUPPLIER shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the SUPPLIER, pursuant to *Section 8 of R.A 10173*. The SUPPLIER may only disclose confidential information 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 SUPPLIER 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 SUPPLIER shall maintain the duty of professional confidentiality with regard to confidential information to which the SUPPLIER was given access even after the term of the Agreement has ended, as provided for in *R.A 10173*, its IRR, and other NPC issuances.

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

Neither Party shall disclose in any manner the discussions that gave rise to this Agreement nor those covered by this Agreement without the prior written consent of the other Party.

6. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that the SUPPLIER is required to disclose confidential information pursuant to any judicial or administrative order, discovery or regulatory request, subpoena, or other method allowed under the law, the SUPPLIER shall promptly give a written notice seven (7) calendar days prior, to the NPC to allow the NPC to make such disclosure subject to a protective order or other appropriate remedy for the preservation of the information's confidentiality. The NPC and the SUPPLIER shall take all possible measures to ensure that such disclosure is proportional to the purpose and make best efforts to afford the confidential information the highest level of protection.

Handwritten signature

7. **SAFEKEEPING OF CONFIDENTIAL INFORMATION**

The **SUPPLIER** shall adhere to the required organizational, physical, and technical security measures and shall keep the access of confidential information limited to the purpose for which this Agreement was made, in accordance with the NPC Circular on Security of Personal Data in the Government and the Private Sector and other relevant issuances.

8. **RETURN OF CONFIDENTIAL INFORMATION AND PROPERTY**

The **SUPPLIER** shall return to the **NPC** all data, information, documents, materials, and other property, in relation to the Agreement with the **NPC**, which are in its possession, control and custody and which are obtained during the **SUPPLIER'S** contract within **fifteen (15) calendar days** upon the following:

- 1.1 Completion of the undertaking subject of this Agreement;
- 1.2 Termination of this Agreement; or
- 1.3 Reasonable request of the **NPC**.

9. **NOTICE OF BREACH OF CONFIDENTIALITY**

The **SUPPLIER** shall notify the **NPC** within seventy-two (72) hours upon knowledge of or reasonable belief that a personal data breach, an unauthorized disclosure or use of confidential information, or a breach of this Agreement has occurred, unless there is a reason to postpone or omit notification, subject to the approval of the **NPC**. The **SUPPLIER** shall cooperate with the **NPC** to regain possession of the confidential information and prevent its further unauthorized use and shall comply with the pertinent rules and requirements under the NPC issuances on breach management or other relevant issuances.

10. **REMEDIES FOR VIOLATION OF AGREEMENT**

The **SUPPLIER** shall be subject to prosecution for violation of this Agreement and all applicable penal laws, in addition to and without prejudice to any civil and/or administrative liability that may likewise arise, and for 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 **SUPPLIER**.

The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **SUPPLIER** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **SUPPLIER'S** obligation to maintain confidentiality or any violation of this Agreement. The **NPC** shall also be entitled to recover its costs and fees, including reasonable attorneys' fees incurred in obtaining any such relief. Further, the prevailing **Party** shall be entitled to recover its reasonable attorneys' fees and expenses, in the event of litigation relating to this Agreement.

11. **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. The **NPC** cannot be put in estoppel by the mistakes or errors of its officials or agents.

12. **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 Non-Disclosure Agreement.

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13. MISCELLANEOUS

This Agreement will inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the **Parties**. Neither **Party** may assign its rights and delegate its obligations under this Agreement without the other **Party's** written consent.


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.

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

NATIONAL PRIVACY COMMISSION


JOINT VENTURE OF SECUREMETRIC
TECHNOLOGY INC. and DICE205
DIGITAL CORPORATION

By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


Authorized Representative

Signed in the Presence of:


ATTY. RAINIER ANTHONY M. MILANES
Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Muntinlupa City)

BEFORE ME, a Notary Public for and in Muntinlupa City on 28 JUN 2024, personally appeared the following persons with their government-issued identification cards, to wit:


NAME	Competent Proof of Identity	Date/Place Issued
ATTY. JOHN HENRY D. NAGA		

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 five (5) 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.

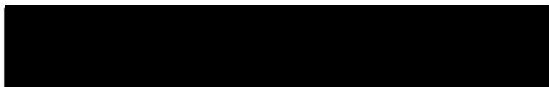
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ATTY. ANNABEL F. HERNANDEZ
Attorney-at-Law
Notary Public for Muntinlupa City
NC 23-061 until December 31, 2024
Roll of Attorneys No. 77961
PTR No. 10521505 / January 03, 2024 / Muntinlupa City
IBP No. 402464 / January 04, 2024 / PFLM Chapter
Civic Prime Bldg. 2501 Civic Drive
Filinvest Alabang, Muntinlupa City



NOTICE TO PROCEED

Date Issued: 01 JUL 2024



Securemetric Technology Inc. & Dice205 Digital Corporation
Unit 7D 7F The Athenaeum Bldg., 160 LP Leviste St.,
Salcedo Village, Brgy. Bel-Air, Makati CBD, Makati City


Dear 

Notice is hereby given to **SECUREMETRIC TECHNOLOGY INC. & DICE205 DIGITAL CORPORATION (Joint Venture)** for the commencement of the **SUPPLY, DELIVERY, DEVELOPMENT, INSTALLATION, SECURITY, TESTING, SERVICE, AND WARRANTY** for the **COMPLIANCE AND SECURITY MONITORING COMMAND CENTER (CSMCC)** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions in 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,

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

I acknowledge receipt of this notice on 01 July 2024
Name of the authorized representative of the Bidder 
Signature of the authorized representative 