



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

BIDS AND AWARDS COMMITTEE

RESOLUTION NO. 23-04-01

Series of 2023

**DECLARING THE BID OFFERED BY MYBUSYBEE, INC. AS THE HIGHEST
RATED AND RESPONSIVE BID (HRRB) AND RECOMMENDING THE AWARD
OF CONTRACT THERETO FOR THE PROCUREMENT OF CONSULTANCY
SERVICES FOR THE DEVELOPMENT, SUPPLY, DELIVERY, INSTALLATION,
AND MAINTENANCE OF THE 2022 CENSUS OF AGRICULTURE AND
FISHERIES INFORMATION SYSTEM (CAF-IS) (REBIDDING)**

WHEREAS, on 29 March 2023, the Negotiation between Philippine Statistics Authority (PSA) and MyBusybee, Inc. was conducted wherein MyBusybee, Inc. agreed to the terms and conditions, and committed to its obligations set forth by PSA in accordance with the Terms of Reference (TOR) for the project and 2016 Revised Implementing Rules and Regulation of Republic Act 9184.

WHEREAS, on 04 and 05 April 2023, the BAC-Technical Working Group (TWG) conducted the post-qualification, pursuant to Rule X - Post-qualification of the 2016 Revised IRR of RA 9184;

WHEREAS, on 19 April 2023, the post-qualification report was presented to the BAC (see attached post-qualification report);

WHEREAS, the Technical Working Group determined the bid of MyBusybee, Inc. as compliant and responsive to the legal, technical and financial component of the subject procurement;

WHEREAS, the BAC, after verification and validation of the documents presented, finds the same to be in order;

NOW, THEREFORE, the BAC RESOLVES AS IT IS HEREBY RESOLVED:

1. To declare the bid of MyBusybee, Inc. as the Highest Rated and Responsive Bid for the Procurement of Consultancy Services for the Development, Supply, Delivery, Installation, and Maintenance of the 2022 Census of Agriculture and Fisheries Information System (CAF-IS) (Rebidding); and
2. To recommend the award of contract to the above-mentioned bidder.

ADOPTED, this 19th day of April 2023 at the Philippine Statistics Authority – Central Office via Zoom meeting platform.



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph


MINERVA ELOISA P. ESQUIVIAS
Chairperson

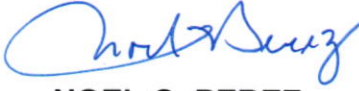
ATTY. ELIEZER P. AMBATALI
Vice-Chairperson


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Member



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Member


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Alternate Member


APPROVED/DISAPPROVED


CLAIRE DENNIS S. MAPA, Ph.D.
Undersecretary
National Statistician and Civil Registrar General


JPC/BJD/JBB/IMS



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

MAY 05 2023

RICO M. HERNANDEZ

Chief Executive Officer

MyBusybee, Inc.

Unit 7 G/F Burgundy Place Condominium

174-B Gonzales Street

Loyola Heights, Quezon City

SUBJECT: Notice of Award

Dear Mr. Hernandez:

We are pleased to inform you that the contract for the Procurement of Consultancy Services for the Development, Supply, Delivery, Installation, and Maintenance of the 2022 Census of Agriculture and Fisheries Information System (CAF-IS) (Rebidding) is awarded to MyBusybee, Inc. with a total contract price of One Hundred Seven Million Pesos Only (Php107,000,000.00).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,

CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary

National Statistician and Civil Registrar General

Conforme:

RICO M. HERNANDEZ

MyBusybee, Inc.

Date: 5-9-23

JPC/BJD/JBB/MMS



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REPUBLIC OF THE PHILIPPINES

PHILIPPINE STATISTICS AUTHORITY

CONTRACT AGREEMENT

This **CONTRACT AGREEMENT** ("Contract") is made and entered into this MAY 16 2023 at Quezon City Philippines by and between:

The **PHILIPPINE STATISTICS AUTHORITY (PSA)**, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila, herein duly represented by **its Undersecretary, CLAIRE DENNIS S. MAPA, Ph.D.**, and hereinafter referred to as the **"PROCURING ENTITY"**,

-and-

MYBUSYBEE, INC., a general professional partnership duly organized and existing under the laws of the Republic of the Philippines, with principal address at Unit 7 G/F Burgundy Place Condominium 174-B, B. Gonzales St., Loyola Heights, Quezon City, herein represented by **Mr. RICO M. HERNANDEZ**, and hereinafter referred to as the **"CONSULTANT."**

The **PROCURING ENTITY** and **CONSULTANT** are also hereinafter collectively referred to as the "Parties" and individually referred to as "Party".

WITNESSETH:

WHEREAS, pursuant to Executive Order (EO) No. 352 series of 1996, otherwise known as the Designation of Statistical Activities That Will Generate Critical Data for Decision-Making of the Government and the Private Sector, issued on 01 July 1996, the generation of said data requires the conduct of nationwide census and surveys and the maintenance/processing of administrative based records on a regular basis to allow for monitoring time series analysis and forecasting by policy-makers;

WHEREAS, Republic Act No. 10173 or the Data Privacy Act of 2012 declares that the State recognizes its inherent obligation to ensure that personal information in information and communications systems in the government and in the private sector is secured and protected;

WHEREAS, Section 6 of Republic Act (RA) No. 10625, otherwise known as the Philippine Statistical Act of 2013, mandates the Philippine Statistics Authority to prepare and conduct periodic censuses on population, housing, agriculture, fisheries, business, industry, and other sectors of the economy;

WHEREAS, the latest Census of Agriculture and Fisheries (CAF) was undertaken in 2013 with 2012 as reference year and the next census will be conducted in September 2023 with 2022 as reference period to come up with data on agricultural and fisheries structures; to provide sampling frame for other statistical undertaking; and to provide basic data for use in national as well as local development planning;

WHEREAS, PSA supports the government's efforts for increased automation of data collection and processing operations such as the use of

Computer Assisted Personal Interview (CAPI) for 2022 CAF.

WHEREAS, the PSA Census and Technical Coordination Office (CTCO) will require an experienced consultant for the development, supply, delivery, installation and maintenance of the 2022 CAF Information System (2022 CAF-IS) for the implementation of CAPI in the census enumeration of households and barangays.

WHEREAS, the **CONSULTANT** has participated and submitted a Bid Proposal for the above-mentioned Service.

WHEREAS, the **PROCURING ENTITY** has accepted the Bid of the **CONSULTANT** for the said Services in the total amount of **One Hundred Seven Million Pesos (Php 107,000,000.00)**.

WHEREAS, the Bids and Awards Committee (BAC) issued Resolution No. 23-04-01 dated 19 April 2023 approving the result of the post-qualification and recommendation of the BAC Technical Working Group (BAC-TWG) recommending the award of contract to the **CONSULTANT**. A copy of the BAC Resolution is hereto attached as ANNEX "A" and BAC-TWG Evaluation Report dated 05 April 2023 is hereto attached as ANNEX "B".

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby enter into this Contract under the following terms and conditions:

SECTION I. SCOPE

The **CONSULTANT** shall render professional services such as, but not limited to the following services:

1. Preparation and submission of project plans and reports covering information systems development with systems design, data security, systems architecture, methodology, and related solutions following security-and-privacy-by-design principles. Project plans and reports are subject to the approval of PSA.
2. Development, supply, installation, support, and maintenance of:
 - a. Mobile application to be used by Enumerators (ENs), Team Supervisors (TS) and Census Area Supervisors (CAS) for data collection and supervision. This mobile application must have a CAPI module for data collection, with built-in data checks, submission facility and device identification features. This mobile application will also be used for collecting geospatial information (building points);
 - b. Mobile application for quality-control administrative questionnaires (Observation Record Form and Spot-check/ Re-interview Form) to be used by Field Office (FO) and Central Office (CO) supervisors;
 - c. Web-based Management Information System (MIS) to monitor the progress of field operation, covering data collection and data processing. It can be used by field office personnel to manage accounts and register devices, assign workloads, and generate reports;
 - d. Decentralized Data Processing System (DPS) that integrates various modules featuring data synchronization, encoding, and updating of data collected through the PAPI and CAPI CAF Forms 1 to 6. It should also have a data validation module to verify the correctness, accuracy, completeness of data being submitted, and a tabulation module to create the reports needed during data processing. The DPS should feature a client-server architecture that can support offline data processing. The DPS will be installed in the local server of the data processing center and

connects to the central server via the internet. The client workstations must not have any connection to the internet.

All technical specifications and documentation such as edit specifications, consistency checks, questionnaires and forms, reference files, etc. will be provided by the PSA to the consultant.

3. Provide the following infrastructure:
- a. Production and disaster recovery sites, whether cloud-based facility or on-premises data centers.
 - i. Applications can reside in cloud-based facilities or on-premises data centers.
 - ii. Census and processing data must reside in on-premises data centers to ensure data sovereignty and ownership by the Philippine Government.
 - b. Server requirements for the CAF-IS with server management and support.
4. Development of corresponding user's manuals and training materials and serve as trainer in the CAF Trainer's Training and Task Force Training programs on how to use the system and its applications as well as simple troubleshooting in case of an error in the application and serve as resource person during the series of field training programs;
5. Assist PSA in the deployment of the systems in Central Office and Field Offices; and
6. Provide technical support service including helpdesk system maintenance and support throughout the cycle of the census operation (pre-enumeration, enumeration, and post enumeration phases).

SECTION II. TERM

Upon receipt of the Notice to Proceed, MyBusybee Inc. shall commence work and undertake to complete it within one (1) year, in accordance with the approved scope of work in the contract.

SECTION III. CONSIDERATION

The total approved amount for this Contract is One Hundred Seven Million Pesos (Php 107,000,000.00). This amount is inclusive of the local taxes, which are estimated at Eleven Million, Four Hundred Sixty-Four Thousand, and Two Hundred Eighty-Five Pesos and 71 Centavos (PHP 11,464,285.71). The payment of which is subject to the usual government accounting and auditing requirements, and in accordance with the following schedule:

Reports / Outputs / Deliverables	Payment (% of Contract Cost)
Inception Report	Thirty percent (30%) of the contract upon acceptance of the report by PSA
Approval of the submitted beta version of the 2022 CAF IS, and issuance of comments/ recommendations from the administrators and concerned PSA personnel one (1) week after	Twenty percent (20%) of the contract upon testing of the beta version and acceptance of the report of

testing the beta version of the mobile application.	the 2022 CAF IS.
Approval of the submission of the following documents in both printed and electronic copies: 1.Systems Analysis and Design 2.Business Process Continuity and Disaster Recovery Plan 3.Information Security Plan 4.Project Test Plan 5.User Acceptance Test Plan 6.Test Cases with Test Scenarios and Requirements Traceability Matrix 7.Updated Test Cases with Test Results 8.Project Quality Report Complete Bug and Defect Report for the entire systems development effort	Ten percent (10%) of the contract upon acceptance of the reports by PSA
Approval of the submission of the final and functioning mobile application including all pertinent documents and electronic files (i.e., source codes) relating to the Project, thereby providing the PSA all intellectual property rights for the system/application.	Fifteen percent (15%) of the contract upon testing the final and functioning mobile application and acceptance of report by PSA
Installation and deployment of systems and conduct of training to Administrators and concerned PSA personnel.	Fifteen percent (15%) of the contract upon successful installation and deployment of systems and after conduct of Training of Trainers.
Delivery of Data files	Ten percent (10%) of the contract upon delivery of data files.

In consideration of the payments to be made by the **PROCURING ENTITY** to the **CONSULTANT**, the latter hereby covenants with the **PROCURING ENTITY** to execute and complete the consulting services and remedy any defects therein in conformity with the provisions of this Contract in all respects.

SECTION IV. DOCUMENTS FORMING INTEGRAL PART OF THE CONTRACT

The following documents are attached to and form an integral part of the Contract:

- | | |
|--|-----------|
| 1. Terms of Reference | ANNEX "C" |
| 2. Bid Data Sheet | ANNEX "D" |
| 3. Special Conditions of the Contract | ANNEX "E" |
| 4. General Conditions of Contract | ANNEX "F" |
| 5. Request for Expression of Interest | ANNEX "G" |
| 6. Instruction to Bidders | ANNEX "H" |
| 7. Bid Forms | ANNEX "I" |
| 8. Eligibility Data Sheet | ANNEX "J" |
| 9. Bid Bulletin No. 1-4 | ANNEX "K" |
| 10. Eligibility requirements, documents, and/or statements | ANNEX "L" |
| 11. Performance Security | ANNEX "M" |
| 12. Notice of Award of Contract and the Bidders conforme thereto | ANNEX "N" |

1. **Ownership.** All documents, materials, modules, drawings, specifications, reports, software, and designs prepared by the **CONSULTANT** for the **PROCURING ENTITY** shall become the property of **PROCURING ENTITY**, including any and all work covered by Intellectual Property laws and pertinent regulations thereof.

The **CONSULTANT** may use its own data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") in performing the Services. All the intellectual property rights in the Materials shall be owned by the **CONSULTANT** notwithstanding the delivery of any Reports. Provided that all improvements or knowledge, working papers developed and materials specifically created under this Project while performing the services shall be owned by the **PROCURING ENTITY**.

2. **Entire Agreement.** Herein **PARTIES** agree that this Contract contains their full agreement and supersedes all previous agreements either written or oral, if there are any. The attachments/annexes shall form an integral part of this Contract. No agreement, understanding, commitment, discussion, warranty, representation, or other covenants, whether oral or written, between the **PARTIES** are included in this Contract except as set forth herein.
3. **Amendments.** Any change, modification, revision, extension, or amendment to the scope of services or any matter concerning this Contract, as mutually agreed upon by and between the **PARTIES**, shall be incorporated in a written instrument and become effective upon execution and signature of the **PARTIES** to this Contract.
4. **Applicable Law and Venue.** This Contract shall be governed by and construed in accordance with RA No. 10625, RA No. 10173, RA No. 9184, and any other applicable laws of the Republic of the Philippines. The courts of the Republic of the Philippines shall have jurisdiction over actions arising out of this Contract and over the **PARTIES**, and the venue shall be Quezon City to the exclusion of others.
5. **Settlement of Disputes.** If any dispute or difference of any kind whatsoever arises between the **PARTIES** in connection with the implementation of the **CONTRACT**, the **PARTIES** shall make every effort to resolve amicably such dispute or difference by mutual agreement.

Any and all disputes arising from the implementation of this Contract not settled by mutual agreement shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.

6. **Limitation of Liability.** The **PARTIES** agree that they shall exercise due diligence in the performance of their respective obligations, duties, and responsibilities in this Contract.

The provisions on force majeure under the General Conditions of Contract shall also be applicable.


7. **Good faith.** The **PARTIES** undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
8. **Employment.** There is no employer-employee relationship between the **PARTIES**, their employees, or their personnel assigned to perform the Services under this Contract. The **CONSULTANT** shall employ and provide **such qualified and experienced** personnel as are required to carry out the Services under this Contract.

9. **Liquidated Damages.** Liquidated damages shall be payable by the consultant in case of breach or delay. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
10. **Confidentiality.** The Consultant hereby undertakes that it will not at any time, whether during the continuance in force of this Agreement or at any time after the termination hereof, divulge or disclose any confidential information of PSA and/or its employees to any third party without the prior written consent of PSA and hold in confidence all documents and other information supplied to it by PSA relating to any confidential matter of PSA. The provisions of this clause on Confidentiality shall survive the termination or expiry of this Agreement for a period of **one (1) year** from the date of its termination or expiry.


The Consultant shall also comply with the detailed terms and conditions of the Non-Disclosure Agreement, signed between the Consultant and PSA.

IN WITNESS WHEREOF, the PARTIES and their witnesses hereto voluntarily affixed their signatures this _____ at Quezon City Philippines.

For PHILIPPINE STATISTICS AUTHORITY:



CLAIRE DENNIS S. MAPA, Ph.D.
National Statistician and Civil Registrar General

For MYBUSYBEE, INC.:

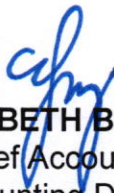

RICO M. HERNANDEZ
Chief Executive Officer

SIGNED IN THE PRESENCE OF:


MINERVA ELOISA P. ESQUIVIAS
OIC-Deputy National Statistician
Censuses and Technical Coordination Office
Philippine Statistics Authority


ENGR. OLIVER P. ANGELES
Chief Technology Officer
MyBusybee. Inc.

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

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P107,000,000

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s.s

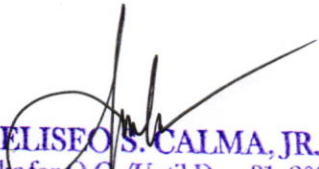
BEFORE ME, this MAY 16 2023 at Quezon City, Philippines, personally appeared:

Names	Identification	Date and Place of Issue
CLAIRE DENNIS S. MAPA, Ph.D.		
RICO M. HERNANDEZ		

Known to me and by me known to be the same persons who executed this Contract consisting of eight (8) pages including this page, duly signed by them, representing the agencies, **PARTIES**, and their witnesses who herein and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on this MAY 16 2023 day of _____.

NOTARY PUBLIC
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Book No. XXIV-B
Series of 2023
Page: 54


ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C./Until Dec. 31, 2024
Roll No. 50183
PTR No. 4007172D/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kamagong St., Sapamanai Vill. East Fairview Q.C.
TIN: 138-541-197-000



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

Date: JUN 06 2023

RICO M. HERNANDEZ

Chief Executive Officer

MyBusybee, Inc.

Unit 7 G/F Burgundy Place Condominium

174-B Gonzales Street

Loyola Heights, Quezon City


SUBJECT: Notice to Proceed

Dear Mr. Hernandez:

Pursuant to the Notice of Award dated MAY 05 2023 and the Contract signed by the parties, this Notice is given to you for the Procurement of Consultancy Services for the Development, Supply, Delivery, Installation, and Maintenance of the 2022 Census of Agriculture and Fisheries Information System (CAF-IS) (Rebidding) in the amount of One Hundred Seven Million Pesos Only (Php107,000,000.00), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,


CLAIRE DENNIS S. MAPA, Ph.D.
Undersecretary
National Statistician and Civil Registrar General

Conforme:


RICO M. HERNANDEZ

MyBusybee, Inc.

Date: 6-7-2023

JPC/BJD/JBB/MMS



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