



REPUBLIC OF THE PHILIPPINES

PHILIPPINE STATISTICS AUTHORITY

BIDS AND AWARDS COMMITTEE RESOLUTION NO. 23-04-04

Series of 2023

**DECLARING THE BID OFFERED BY EXAKT IT SERVICES, INC. AS THE
SINGLE RATED AND RESPONSIVE BID (SRRB) AND RECOMMENDING THE
AWARD OF CONTRACT THERETO FOR THE PROCUREMENT OF SYSTEMS
DEVELOPMENT OF WEBSITE PORTAL FOR ONBOARDING PROCESS OF
APPLYING RELYING PARTY ON PHILSYS API-ENABLED SERVICES**

WHEREAS, on 14 March 2023, the Negotiation between Philippine Statistics Authority (PSA) and Exakt IT Services, Inc. (EISI) was conducted wherein EISI 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 12 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 Exakt IT Services, 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 Exakt IT Services, Inc. as the Single Rated and Responsive Bid for the Procurement of Systems Development of Website Portal for Onboarding Process of Applying Relying Party on PhilSys API-enabled Services; and
2. To recommend the award of contract to the above-mentioned bidder. ghw

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

M. Esquivias

MINERVA ELOISA P. ESQUIVIAS
Chairperson

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Vice-Chairperson

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Member

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F. V. Collado
FELY V. COLLADO
Member

EMILY R. PAGADOR
ANS/End-user

Noel G. Perez
NOEL G. PEREZ
Alternate Member

[Signature]
APPROVED/DISAPPROVED

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

JPC/BJDJBB/MMS



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

MAY 04 2023

CHRISTOPHER EMMANUEL K. MAGLUNOG

Vice President and General Manager
Exakt IT Services, Inc.
6/F Hallare Building 10 East Capitol Drive,
Kapitol, Pasig City

SUBJECT: Notice of Award

Dear Mr. Maglunog:

We are pleased to inform you that the contract for the Procurement of Systems Development of Website Portal for Onboarding Process of Applying Relying Party on PhilSys API-Enabled Services is awarded to Exakt IT Services, Inc. with a total contract price of Eleven Million Seven Hundred Twelve Thousand Pesos Only (Php11,712,000.00).

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:

CHRISTOPHER EMMANUEL K. MAGLUNOG

Exakt IT Services, Inc.

Date: May 5, 2023

JPC/BJD/JBB/MMS



Management
System
ISO 9001:2015
www.tuv.com
ID 9108640991



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Telephone: (632) 8938-5267
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CONTRACT AGREEMENT

Procurement of Systems Development of Website Portal for Onboarding Process of Applying Relying Party on PhilSys API-enabled Services

THIS AGREEMENT is made and entered into this JUN 29 2023 in 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 **NATIONAL STATISTICIAN AND CIVIL REGISTRAR GENERAL, UNDERSECRETARY CLAIRE DENNIS S. MAPA, Ph.D.**, and hereinafter referred to as the "**PROCURING ENTITY**",

-and -

EXAKT IT SERVICES INC., an organization existing under the laws of the Republic of the Philippines with principal address at 6/F Hallfare Bldg., 10 East Capitol Drive, Kapitolyo, Pasig City and herein represented by its **GENERAL MANAGER AND VICE PRESIDENT FOR OPERATIONS, MR. CHRISTOPHER EMMANUEL K. MAGLUNOG**, respectively and hereinafter referred to as the "**CONSULTANT**";

WITNESSETH:

WHEREAS, R.A. No. 11055 or the "Philippine Identification System (PhilSys) Act" mandates the Philippine Statistics Authority (PSA), as the lead implementing agency, to establish a single national identification system referred to as the "Philippine Identification System (PhilSys)" for all citizens and resident aliens of the Republic of the Philippines;

WHEREAS, Section 3 of RA 11055 establishes the PhilSys as a social and economic platform through¹ which all transactions including public and private services can be availed of and serve as the link in the promotion of seamless service delivery, enhancing administrative governance, reducing corruption, strengthening financial inclusion, and promoting ease of doing business.

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 are secured and protected;

WHEREAS, the Use Case Development and Management Service (UCDMS) of PhilSys Registry Office (PRO) is responsible for the development of policies, manuals, specifications, and standards for the roles and responsibilities of Relying Parties;

WHEREAS, the UCDMS of PSA PRO will require a consultancy service for the Systems Development of Website Portal for Onboarding Process of Applying Relying Party on PhilSys API-enabled Services;

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

¹ Attached herein is a copy of the Secretary's Certificate dated 16 January 2023 as ANNEX "A".

WHEREAS, the **PROCURING ENTITY** has accepted the Bid of the **CONSULTANT** for the said Services in the total amount of **Eleven Million Seven Hundred and Twelve Thousand Pesos (PhP 11,712,000.00)**;

WHEREAS, the Bids and Awards Committee (BAC) issued Resolution No. 23-04-04 dated 19 April 2023 approving the result of the post-qualification and recommendation of the BAC Technical Working Group (BAC-TWG) to the award of contract to the **"CONSULTANT"**. A copy of the BAC Resolution 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 provide the following deliverables/activities based on the Terms of Reference (TOR):

| Activities | Deliverables |
|--|---|
| 1.1. Project Kickoff and Planning | <ul style="list-style-type: none">• Project Inception Report and Planning Documents• Approved Team Composition• Non-Disclosure Agreements with Contractor and Personnel• Signed Personnel Code of Conduct when assigned to PSA facilities• Provision of full access (for this project) to a project management collaboration tool and document sharing |
| 1.2. Business Requirements Analysis | <ul style="list-style-type: none">• Business Requirements Document• Data Management Plan• System Requirements Specifications |
| 1.3. System Design | <ul style="list-style-type: none">• Updated System Requirements Specifications (include high-level system design) |
| 1.4. Development of Feature Set One 1.4.1. General Information 1.4.2. Authentication and Authorization 1.4.3. Client-facing 1.4.3.1. Account management 1.4.4. Administration Dashboard 1.4.4.1. User administration 1.4.4.2. Content Management 1.4.4.3. Subscription Tier Management | <p>The following all refer to functional and nonfunctional requirements included in Feature Set One:</p> <ul style="list-style-type: none">• Updated Business Requirements Document• Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc)• Wireframes and Designs• Test Scenarios, Test Scripts and Test Reports• Provision of full access (for this project) to design collaboration |
| 1.5. Development of Feature Set Two | <p>The following all refer to functional and nonfunctional requirements included in Feature Set Two:</p> |

| Activities | Deliverables |
|---|---|
| <p>1.5.1. Client-facing</p> <p>1.5.1.1. Application Module</p> <p>1.5.2. Administration Dashboard</p> <p>1.5.2.1. RP Accounts Administration</p> <p>1.5.2.2. Catalog Administration</p> <p>1.5.2.3. Application Processing</p> <p>1.5.3. Document Uploading</p> | <ul style="list-style-type: none">• Updated Business Requirements Document• Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc)• Wireframes and Designs• Test Scenarios, Test Scripts and Test Reports (inc Regression Tests)• Quality Assurance Audit report |
| <p>1.6. Development of Feature Set Three</p> <p>1.6.1. Client-facing</p> <p>1.6.1.1. Subscription Management</p> <p>1.6.2. Administration Dashboard</p> <p>1.6.2.1. Log Management</p> | <p>The following all refer to functional and nonfunctional requirements included in Feature Set Three:</p> <ul style="list-style-type: none">• Updated Business Requirements Document• Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc)• Wireframes and Designs• Test Scenarios, Test Scripts and Test Reports (inc Regression Tests)• Quality Assurance Audit report |
| <p>1.7. Development of Feature Set Four</p> <p>1.7.1. Administration Dashboard</p> <p>1.7.1.1. System Administration</p> <p>1.7.2. Integration Endpoints</p> | <p>The following all refer to functional and nonfunctional requirements included in Feature Set Four:</p> <ul style="list-style-type: none">• Updated Business Requirements Document• Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc)• Wireframes and Designs• Test Scenarios, Test Scripts and Test Reports (inc Regression Tests)• Quality Assurance Audit report |
| <p>1.8. Load, Security and User Acceptance Testing</p> | <ul style="list-style-type: none">• Delivery of source and production code and/or subscription contracts to third-party tool providers• Deployment Script and Guide/Documentation• Installation in Staging Environment• Load Scenarios, Scripts and Reports• User Test Scenarios, Test Scripts and Test Reports• Cybersecurity Testing |
| <p>1.9. Training</p> | <ul style="list-style-type: none">• Training Modules• System Administration Documentation• End-User Documentation• Conduct of Training |
| <p>1.10. Deployment</p> | <ul style="list-style-type: none">• Deployment in production environment without high/critical/downtime cases for at least one (1) calendar week |

| Activities | Deliverables |
|------------------------|---|
| 1.11. Project sign-off | <ul style="list-style-type: none">• Service Level Agreement• Project Sign-off Document |

SECTION II. TERM

Upon receipt of the Notice to Proceed, the **CONSULTANT** shall commence work and undertake to complete it within one (1) year and another one (1) year for support and maintenance, in accordance with the approved scope of work.

SECTION III. CONSIDERATION

The total approved amount for this Contract is **Eleven Million Seven Hundred and Twelve Thousand Pesos (PhP 11,712,000.00)**. The payment of which is subject to the usual government accounting and auditing requirements, and in accordance with the following schedule.

| Activity / Milestone | % Progress |
|--|---|
| Project Kickoff and Planning | 10% of contract price net of 10% retention, upon submission of Acceptance (Verification) Report |
| Business Requirements Analysis | |
| System Design | |
| Development of Feature Set One | 40% of contract price net of 10% retention, upon approval of PSA on the Partial Acceptance (Validation) Report |
| Development of Feature Set Two | |
| Development of Feature Set Three | 30% of contract price net of 10% retention, upon approval of PSA on the Partial Acceptance (Validation) Report |
| Development of Feature Set Four | |
| Load, Security and User Acceptance Testing | 20% of contract price net of 10% retention, upon approval of PSA on the User Acceptance Report and its issuance of a Certificate of Completion. |
| Training | |
| Deployment | |
| Project Sign-off | |
| TOTAL | 100% |

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

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

| | |
|---------|---|
| Annex C | Terms of Reference; |
| Annex D | General Conditions of Contract |
| Annex E | Special Conditions of Contract |
| Annex F | Request for Expression of Interest; |
| Annex G | Instructions to Bidders; |
| Annex H | Bid Data Sheet; |
| Annex I | Addenda and/or Supplemental/Bid Bulletins; |
| Annex J | Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation (Negotiation Report); |
| Annex K | Eligibility requirements, documents and/or statements; |
| Annex L | Performance Security; |
| Annex M | Notice of Award of Contract and the Bidder's conforme thereto; |
| Annex N | Other contract documents that may be required by existing laws and/or the Procuring Entity |

SECTION V. CONFIDENTIALITY

For a period of two years after the expiration of this Contract, the **CONSULTANT** shall not engage and shall cause its personnel not to divulge or release information about the business of the **PROCURING ENTITY** on which they advised the latter under this Contract.

Except with the prior written consent of the **PROCURING ENTITY**, the **CONSULTANT** and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the **CONSULTANT** and its personnel make public the recommendations formulated in the course of, or as a result of the Services.

For purposes hereof, confidential information includes any information or knowledge acquired by the **CONSULTANT** and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

The **CONSULTANT** shall be responsible for maintaining the confidentiality of the **PROCURING ENTITY** information, in which case, there shall be a Non-Disclosure Agreement between the **CONSULTANT**.

SECTION VI. MISCELLANEOUS PROVISIONS

1. **Termination of Contract.** The provisions under the enclosed General Conditions of the Contract shall be followed.
2. **Liquidated Damages.** Where the **CONSULTANT** refuses or fails to satisfactorily complete the Services within the specified contract time, plus anytime extension duty granted, and is hereby a breach of the contract, the **CONSULTANT** shall pay the **PROCURING ENTITY** liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent

of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach (10) percent of the contract amount, the **PROCURING ENTITY** shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses were incurred due to non-performance of the **CONSULTANT**.

3. **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**.

4. **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.

5. **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.

6. **Applicable Law and Venue.** This Contract shall be governed by and construed in accordance with RA No. 11055, 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 or Pasig City to the exclusion of others.

7. **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.

8. **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.

9. **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.

- 10. Compliance with Laws.** All activities to be undertaken in the fulfillment of this Contract shall be in compliance with pertinent laws, government regulations, and international laws.
- 11. 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.


IN WITNESS WHEREOF, the **PARTIES** and their witnesses hereto voluntarily affixed their signatures this JUN 29 2023 at PASIG CITY, Philippines.

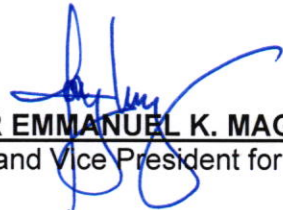
PHILIPPINE STATISTICS AUTHORITY

EXAKT IT SERVICES INC.


by:

by:


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

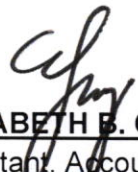

CHRISTOPHER EMMANUEL K. MAGLUNOG
General Manager and Vice President for Operations

SIGNED IN THE PRESENCE OF:


EMILY R. PAGADOR
Assistant National Statistician
Use Case Development and Management Service
PhilSys Registry Office


RICA B. ARAÑA
Account Manager
Exakt IT Services, Inc.

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ELIZABETH B. ONAG
Chief Accountant, Accounting Division
Philippine Statistics Authority
2022 Continuing Appro.
320100 200006000
P 11,712,000

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S
PASIG CITY

BEFORE ME, this 29 day of April 2023 at Quezon City, Philippines, personally appeared the following: PASIG CITY

| NAMES | IDENTIFICATION | DATE AND PLACE OF ISSUE |
|----------------------------------|-----------------------------------|--|
| CLAIRE DENNIS S. MAPA, Ph.D. | PASSPORT ID SD0015868A | JUNE 28, 2019 DFA MANILA |
| CHRISTOPHER EMMANUAL K. MAGLUNOG | DRIVER'S LICENCE D01-98-130514 | SEPTEMBER 12, 2019 LTO QUEZON, CITY |

known to me, and by me known to be the same person who executed the foregoing Contract consisting of eight (8) pages including this page, and who herein and acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Procurement of the Systems Development of Website Portal for Onboarding Process of Applying Relying Party on PhilSys API-enabled Services was signed by the parties and their material witnesses on each and every page thereof.

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

NOTARY PUBLIC

Doc. No. 38;
Page No. 77;
Book No. 15;
Series of 2023.

ATTY. ANTONIO LUIS G. PAREDES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
IBP NO. 292783 / 01-09-23 / RIZAL
PTR NO. 4025630 / 01-10-23 / Q.C.
ROLL NO. 50979
MCLE COMPLIANCE NO. VM-0017864/05-13-22
1109 PRESTIGE TOWER EMERALD AVE.
ORTIGAS CENTER, PASIG CITY



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

Date: JUN 30 2023

CHRISTOPHER EMMANUEL K. MAGLUNOG

Vice President and General Manager

Exakt IT Services, Inc.

6/F Hallare Building 10 East Capitol Drive,
Kapitol, Pasig City

SUBJECT: Notice to Proceed

Dear Mr. Maglunog:

Pursuant to the Notice of Award dated MAY 04 2023 and the Contract signed by the parties, this Notice is given to you for the Procurement of Systems Development of Website Portal for Onboarding Process of Applying Relying Party on PhilSys API-Enabled Services in the amount of Eleven Million Seven Hundred Twelve Thousand Pesos Only (Php11,712,000.00), 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:

CHRISTOPHER EMMANUEL K. MAGLUNOG

Exakt IT Services, Inc.

Date: June 30, 2023

JPC/BJD/JBB/MMS



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