



## NOTICE OF AWARD

06 November 2012

**Ms. Liza de los Reyes**  
Chief Operating Officer  
Asiagate Networks, Incorporated  
Ground Floor RCI Building,  
105 Rada Street  
Legaspi Village, Makati City

Dear **Ms. De los Reyes**,

Pursuant to the Notice of Bids posted on 29 August 2012, we would like to inform you that you are chosen to undertake the sub-project entitled "Development of Gender Mainstreaming Monitoring System (GMMS)".

Based on our agreement during the Negotiation Meeting last Monday, 05 November 2012, you may proceed to execute all formal contract documents.

Should you have any questions and/or clarification, our representative, Mr. Robert Matthew C. Romero will coordinate with your office.

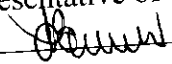
Please acknowledge receipt and acceptance by signing both copies in the space provided below. Keep one copy and return the other to the **Philippine Commission on Women**.

Thank you very much and we are looking forward to a fruitful working relationship with you.

Very truly yours,

  
**EMMELINE L. VERZOSA**  
Executive Director

I acknowledge receipt of this Notice on Nov. 9, 2012

Name of Authorized Representative of the Bidder: NERISSA ORLANDO  
Authorized Signature: 

**CONTRACT OF SERVICE**

**KNOW ALL WOMEN AND MEN BY THESE PRESENTS**

This contract of service made and executed by and between:

The **PHILIPPINE COMMISSION ON WOMEN**, a government agency under the Office of the President with official address at 1145 J.P. Laurel Street, San Miguel, Manila represented by its Executive Director, **EMMELINE L. VERZOSA**, a Filipino of legal age herein referred to as, "PCW"

-and-

The **Asiagate Networks, Inc.** is an IT Solutions company, with office at the Ground Floor, RCI Building, 105 Rada Street, Legaspi Village, Makati City represented by its Chief Operating Officer, **LIZA DELOS REYES** and hereinafter referred to as **CONTRACTOR** for the "Development of the Gender Mainstreaming Monitoring System"

**WITNESSETH THAT:**

**WHEREAS**, Republic Act 9710 or the Magna Carta of Women (MCW) mandates the PCW as the over-all monitoring body and oversight to ensure the implementation of the MCW;

**WHEREAS**, the PCW is implementing the project "Institutional Strengthening of National and Local Governance on Human Rights and Economic Empowerment with a Gender Focus: Implementation of the Magna Carta of Women (MCW)" with funding support from the Agencia Española de Cooperación Internacional para el Desarrollo (AECID);

**WHEREAS**, the PCW-AECID Project aims to increase the capacity of PCW, the relevant oversight national government agencies and selected Local Government Units (LGUs) partners to implement, monitor and evaluate the MCW;

**WHEREAS**, gender mainstreaming is the main strategy in implementing the law, which means that gender and development concerns should be integrated in and addressed by regular programs and projects of government;

**WHEREAS**, these programs, projects, and activities (PAPs) are reflected in each agency's/LGU's Gender and Development Plan (GAD Plan) and GAD Accomplishment Reports which are submitted annually to the PCW and which serve as bases for the agency's progress in gender mainstreaming and the agency's compliance to national policies and international commitments (i.e. CEDAW, BPFa, etc);

**WHEREAS**, since monitoring of the agencies' progress in GAD is a core function of the PCW, it is crucial to make the work related to this core business process more efficient;

**WHEREAS**, for PCW to facilitate this, automation is being proposed through the Gender Mainstreaming Monitoring System (GMMS) which will be developed for managing the GAD profiles, GAD plan and accomplishment report of the agencies and LGUs and for generating related reports.

**WHEREAS**, in compliance with the Revised Implementing Rules and Regulations (IRR) of the R.A. 9184, the PCW advertised and conducted the bidding for the IT services to develop the system.

**WHEREAS**, only two (2) bidders expressed their companies' interest in the project but only one submitted their corresponding bid documents;

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*Emmeline L. Verzosa*

*Liza Delos Reyes*

*Emmeline L. Verzosa*

*Liza Delos Reyes*

**WHEREAS**, the PCW Bids and Awards Committee (PBAC) conducted a detailed evaluation of the bid documents of the lone bidder using the Quality-Based Evaluation (QBE) procedure to determine its responsiveness;

**WHEREAS**, Asiagate Networks, Inc.'s proposal was found to be responsive to the requirements of the project and obtained the Single Rated and Responsive Bid (SRRB);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, both parties hereby declare and agree to the following:

**Section 1:  
ROLES AND RESPONSIBILITIES**

**1.1 CONTRACTOR:**

1.1.1 Management Information System (MIS) Expert

1.1.1.1 Provide expert services in the analysis, design and implementation of the GMMS in coordination with the data custodians and sources experts and in accordance with PCW policies and regulations.

1.1.1.2 Prepare the systems analysis and design document;

1.1.1.3 Facilitate the conduct of workshops in the planning and deliberations as well as document the process and inputs from the various data sources and/or users, schedule of which is to be determined by both parties;

1.1.1.4 Develop presentation materials and present the GMMS to the approving body;

1.1.1.5 Function as a project manager that will ensure that all requirements are considered in the actual program development, collaborate with the GMMS business owner in the users acceptance, and assist in the users training;

1.1.2 Database Administrator/Programmer and the Web Developer

1.1.2.1 In collaboration with the MIS Expert, prepare the web prototype which shows the different functionalities and reports of the system.

1.1.2.2 Develop the GMMS based on the result of systems analysis and design

1.1.2.3 Conduct training and technology transfer for the users and database/systems administrators as well as perform post implementation review.

1.1.2.4 Prepare information materials/modules on the use, basic modification, maintenance and trouble shooting of the GMMS;

**1.2 PCW:**

1.2.1 Designate technical officer/staff who shall act as a Contact Person/Coordinator in coordinating/scheduling the use/availability of facilities, arranging meetings, and interfacing with the Second Party regarding its services and outputs;

1.2.2 Review the Second Party's outputs and forward the corresponding comments/proposed revisions to the Second Party not more than three (3) working days after receipt of the outputs;

1.2.3 Provide the workspace/ venue and food for the conduct of meetings, workshops, and discussions, including office equipment such as projectors and printers;

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*Francine Nigzon*

*[Signature]*

*[Signature]*

*[Signature]*

- 1.2.4 Provide the venue, server, network, and infrastructure, workstations, meals and other equipment for the pilot run and testing, and training of users and administrators of the system;
- 1.2.5 Pay the CONTRACTOR a professional fee of **ONE MILLION SEVENTY ONE THOUSAND TWO HUNDRED SEVENTY FOUR PESOS (P1,071,274.00)** inclusive of VAT and other applicable government taxes. The payment shall be made in six tranches, upon the submission of required outputs per tranche as provided under Sec. 4 below.

**Section 2:  
PERIOD OF EFFECTIVITY**

This Contract shall commence on **November 19, 2012** and end on **August 19, 2013** when the expected outputs have been delivered as stated in Section 4 (Terms of Payment) unless sooner terminated upon mutual written agreement between the contracting parties.

**Section 3:  
TERMINATION OF THE CONTRACT**

Over the effectivity of this Contract, the PCW reserves the right to conduct periodic evaluation of the CONTRACTOR's outputs, and to terminate this Contract due to breach of trust, loss of confidence and/or unsatisfactory performance. Likewise the Contractor shall have similar rights arising from non-payment of already accepted deliverables

**Section 4:  
TERMS OF PAYMENT**

Professional fees for this engagement shall be processed and released to the CONTRACTOR upon completion and submission and issuance of Certificate of Acceptability of the required outputs for each phase as reflected in Technical and Financial Proposal submitted by the CONTRACTOR. The total contract price for developing the system shall be **ONE MILLION SEVENTY ONE THOUSAND TWO HUNDRED SEVENTY FOUR PESOS (P1,071,274.00)** subject to applicable government taxes. Payment shall be made in five tranches as follows:

- 4.1 **First tranche, P43,087.30**, to be released upon the delivery and acceptance of the following outputs/ services **on or before November 30, 2012**:
  - 4.1.1 Conduct of consultation meetings; and
  - 4.1.2 Inception Report.
- 4.2 **Second tranche, P162,613.79**, to be released upon the delivery and acceptance of the following outputs **on or before January 15, 2013**:
  - 4.2.1 Requirement Traceability Matrix; and
  - 4.2.2 Functional Design Document.
- 4.3 **Third tranche, P165,095.71**, to be released upon the delivery and acceptance of the following outputs **on or before February 15, 2013**:
  - 4.3.1 Technical Design;
  - 4.3.2 Implementation Plan; and
  - 4.3.3 Web page prototype.
- 4.4 **Fourth tranche, P424,692.71**, to be released upon the delivery and acceptance of the following outputs **on or before May 15, 2013**:
  - 4.4.1 Program Specifications; and
  - 4.4.2 System Test Plan.

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*Summarize the output*

*Attached*

*On*

4.5 **Fifth tranche, P260,893.88**, to be released upon the delivery and acceptance of the following outputs/ services **on or before June 15, 2013**:

- 4.5.1 System Test Report;
- 4.5.2 Certificate of User Acceptance;
- 4.5.3 Training Handouts;
- 4.5.4 System and Users Manuals;
- 4.5.5 Source Code;
- 4.5.6 Training Report; and
- 4.5.7 Release Notes.

4.6 **Sixth and Final tranche, P14,890.62** subject to applicable government taxes, shall be released upon the delivery and acceptance of the following outputs/ services **on or before July 15, 2013**:

- 4.6.1 Issues Monitoring Document;
- 4.6.2 Progress Reports;
- 4.6.3 Project Terminal Report;
- 4.6.4 Updated Functional and Technical Design Documents (if applicable); and
- 4.6.5 Updated Source Code.

**Section 5:  
PENALTY CLAUSE**

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For the CONTRACTOR's inability or failure to deliver the services required and to submit outputs on time or as scheduled without any valid or justifiable reasons and through no fault of PCW, the PCW has the right to withhold payment of the professional fee or impose a penalty of 1/10 of one percent of the remaining balance for every day of delay until required outputs submitted and services delivered in accordance with Section 1 of this contract. This penalty will not be imposed on changes to the original schedule that have been requested and found reasonable/ acceptable/ justifiable by either party and have been agreed upon by both.

**Section 6:  
WARRANTY CLAUSE**

*James the sign*  
Contract includes 90 days warranty from project completion limited only to the fixing of any bugs which are missed out during the testing and piloting. No additional functionalities or revisions to the same shall be added nor any processes added or revised during the warranty period.

**Section 7:  
STANDARD OF SERVICES**

*James the sign*  
The CONTRACTOR shall fulfill its obligations under the agreement by using its technical expertise and in accordance to the best-accepted professional practices and industry standards. The CONTRACTOR shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of PCW. To attain these, the CONTRACTOR shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the CONTRACTOR in accordance with the instructions or directions made or to be made by the PCW at any time before the sign-off or acceptance of each completed milestone/deliverable. No changes in instruction, direction, functionality, or process shall be allowed after a particular milestone/deliverable has been completed and signed-off or accepted unless otherwise mutually agreed upon by PCW and the Contractor. The CONTRACTOR shall conduct regular consultation with PCW in relation to the undertaking of its responsibilities under the Contract Agreement.

*James the sign*  
*James the sign*  
*James the sign*

**Section 8:  
OWNERSHIP OF OUTPUTS**

The system source code and all documents pertaining to the project shall be the property of PCW with acknowledgement of the CONTRACTOR works.

**Section 7:  
CONFIDENTIALITY**

PCW and the CONTRACTOR mutually warrant the full confidentiality of all information gathered and shared for the contract given by PCW. The Contractor agrees to return all materials, data, and other related documents after the completion of the project. Neither PCW nor the Consultant shall disclose any communication, document, information, or data disclosed to the other in the course of this project.

**Section 8:  
INSURANCE GUARANTEE**

The CONTRACTOR assures the PCW that their company is responsible for personal life/accident insurance of CONTRACTOR's representatives. The Contractor shall hold PCW harmless of any liability or obligation in case of injury that the CONTRACTOR's representatives or any person engaged in the project may experience in the course of performing their duties and responsibilities unless such injury was caused by the negligence of PCW, its representatives, or assigns.

**Section 9:  
AMENDMENT CLAUSE**

Modification of outputs/deliverables to be submitted or services to be rendered that necessitate the extension of the deadlines or changes in the time-table may be made, provided that the changes are reasonable/ acceptable/ justifiable. Both parties shall agree on the changes and amount of compensation to be made subject to fund availability and governing rules on consulting services.

**IN WITNESS HEREOF**, the parties have hereunto set their hands on this 16<sup>th</sup> day of November 2012 in the City of Manila, Philippines.

**PHILIPPINE COMMISSION ON WOMEN**


  
**Ms. EMMELINE VERZOSA**  
Executive Director

**ASIAGATE NETWORKS, INC.**

  
**Ms. LIZA A. DE LOS REYES**  
Chief Operating Officer

**WITNESSES**

  
**Ms. ANITA E. BALEDAL**  
OIC-Chief, IRMD

  
**Ms. LADY B. LAPUT**  
Project Manager/ MIS Expert

**FUND AVAILABILITY**

  
**Mr. NATHANIEL L. GONZALES**  
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
IN THE CITY OF MANILA ) s.s.

BEFORE ME, a notary public, for and in the City of Manila, personally appeared the following:

NAME	Type and ID NUMBER	DATE / PLACE ISSUED
Ms. EMMELINE L. VERZOSA	Passport no. 0F001302	Date of Issuance: Nov. 10, 2009 Place of Issuance: DFA, Manila Expiration date: April 24, 2013
Ms. LIZA DE LOS REYES	SSS: 33-09447361	Makati City

Known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consists of six (6) pages including this page wherein this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this 16<sup>th</sup> of November 2012 at Manila, Philippines.

Doc No. 374  
Page No. 84  
Book No. XIII  
Series of 2012

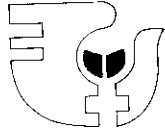
NOTARY PUBLIC

*[Signature]*

RENEATO M. CERVANTES  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2012  
PTR NO. 4547078 MANILA, 01 U.S.  
TIN NO. 129-622-861  
TOLIC NO. 21046

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**NOTICE TO PROCEED**

November 06, 2012

**Ms. Liza de los Reyes**  
Chief Operating Officer  
Asiagate Networks, Incorporated  
Ground Floor RCI Building,  
105 Rada Street  
Legaspi Village, Makati City

Dear **Ms. De los Reyes**,

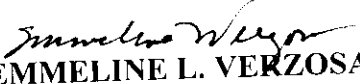
Notice is hereby given to **Asiagate Networks, Incorporated**, as winning bidder for the "Development of Gender Mainstreaming Monitoring System (GMMS) to commence work as detailed in the Terms of Reference and the Implementation Schedule.

This contract amounting to **ONE MILLION SEVENTY ONE THOUSAND AND TWO HUNDRED SEVENTY FOUR PESOS (Php1,071,274.00)** will run for eight (8) months.

Please acknowledge receipt and acceptance by signing both copies in the space provided below. Keep one copy and return the other to the **Philippine Commission on Women**.

Thank you very much and we are looking forward to a fruitful working relationship with you.

Very truly yours,

  
**EMMELINE L. VERZOSA**  
Executive Director

*JOEL BORRERO*  
11/15/12

I acknowledge receipt of this Notice on \_\_\_\_\_

Name of Authorized Representative of the Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_