



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

DEC 23 2024

MR. DAVE OVERTON

Chief Executive Officer (CEO)

Symph, Inc. (Formerly Overton Equity Ventures Corp.)
Sky Rise 4, 18th Floor, W Genzon St,
Cebu IT Park, Cebu City, 6000

Dear **Mr. Overton:**

We are pleased to inform you that the contract for the Project, "Subscription to the Project DIME Geostore Website and Platform with Hosting, Training, Support and Maintenance," is hereby awarded to Symph, Inc. (Formerly Overton Equity Ventures Corp.) in the amount of Nine Million Five Hundred Forty Two Thousand Four Hundred Pesos (P9,542,400.00).

In this regard, you are hereby required to post a warranty security in the said amount and the form stated in Section 62 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act) upon acceptance by the Procuring Entity of the delivered goods.

Thank you and God Bless.

Very truly yours,

AMENAH F. PANGANDAMAN
Secretary

Acknowledged Receipt by:

MARICEL GRAY
DIRECTOR, BUSINESS DEV &
PUBLIC SECTOR
Dec 26, 2024



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

DEC 23 2024

MR. DAVE OVERTON

Chief Executive Officer (CEO)

Symph, Inc. (Formerly Overton Equity Ventures Corp.)
Sky Rise 4, 18th Floor, W Genzon St,
Cebu IT Park, Cebu City, 6000

Dear **Mr. Overton:**

This is to inform your company that its performance of the obligations specified in the attached Contract for the Project, "Subscription to the Project DIME Geostore Website and Platform with Hosting, Training, Support and Maintenance," shall commence upon receipt of this Notice to Proceed in accordance with Sections 37.4 and IV(L) of Annex "H" of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

I acknowledge receipt and acceptance of this Notice on Dec 26, 2024.

Name of Authorized Representative: MARICEL O. SPAT

Signature: 



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
 GENERAL SOLANO STREET, SAN MIGUEL, MANILA

PURCHASE ORDER NO. 2024-081

Supplier: Symph, Inc. (Formerly Overton Equity Ventures Corp.) Date: **DEC 23 2024**
 Address: Sky Rise 4, 18th Floor, W Genzon St, Cebu IT Park, Cebu City, 6000 Mode of Procurement: Direct Contracting
 TIN: 772-823-023-000

Gentlemen:
 Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation, subject to the Terms and Conditions enumerated at the back hereof.


Place of Delivery: DBM Central Office Payment Term: Payment shall be made through Landbank's LDDAP- ADA / Bank Transfer facility within Sixty (60) days after submission of Billing and User Inspection and Acceptance of the Product. Bank Transfer fee shall be charged against creditor's account.
 Delivery Term:

Stock No.	Unit	Item and Description /Specification	Quantity	Unit Cost	AMOUNT
	lot	Subscription to the Project DIME Geostore Website and Platform with Hosting, Training, Support and Maintenance 10 Months Enhancements and Additional Features System Configuration 2 Months of Support Maintenance and Technical Support Project Turnover: Documentation and Training Services (6-day combined or separate Training Services) Software Hosting for Dynamic and Static Data Project DIME and Geostore for one (1) year (In accordance with Annex "A" Detailed Technical Specifications and Annex "B" Negotiation Agreement dated December 13, 2024, which shall form and be read and construed as part of this Purchase Order) *The period and payment for the performance of the obligations under this Purchase Order shall not go beyond the validity and ABC of the corresponding appropriations for the Project.	1		
				P6,406,400.00	P6,406,400.00
				P985,600.00	P985,600.00
				P537,600.00	P537,600.00
				P1,612,800.00	P1,612,800.00
nothing follows					

(Total Amount In Words)
 Nine Million Five Hundred Forty Two Thousand Four Hundred **P9,542,400.00**

"In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) of the cost of the delayed goods for every day of delay shall be imposed."

Conforme: 
 Signature over Printed Name of Supplier
DEC 26 2024
 Date

Very truly yours, 
AMENAH F. PANGANDAMAN
 Secretary
 Authorized Official

Funds Availability Certified by 
JEFFREY DM GALARPE
 Chief Accountant - Finance Service

OS No : **121021012024-12-4811**
 Amount : **79,542,400.00**
 Date : **12/26/24**

Distribution of Copies:
 // Original copy for the Supplier's Conforme
 // Agency's Central Supply and Property Section/EUR for IAR and Payment Processing
 // COA Auditor
 // AS-PMD Copy for file

**TERMS AND CONDITIONS
(PURCHASE ORDER)**

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.
2. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.
3. The Goods shall only be delivered by the Supplier at the Property Section, General Services Division of the Procuring entity's Administrative Service located at Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila, not later than 10:00 am up to 3:00 pm on the date of delivery as indicated in PO.
Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum period of fifteen (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.
5. The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorize representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
6. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.
7. Supplier shall guarantee the deliveries to be free from defects. Any defective item(s)/product(s) that may be discovered by the DBM within seven (7) working days after acceptance of the same shall be replaced by the supplier within seven (7) working days or until stocks are available upon receipt of a written notice. Beyond the said time frame, defective units will be picked up by the supplier for assessment.
8. A penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for everyday of delay.
The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidated damages, upon non-performance by the Supplier of any of its obligations under the contract.
The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.
11. The Head of the Agency reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract as prescribed under Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003.
12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
13. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:

- a.) Project name;
- b.) Approved budget for the contract;
- c.) Contract period;
- d.) Name of the winning bidder and its official business address;
- e.) Amount of contract awarded;
- f.) Date of award and acceptance, and
- g.) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

Accepted By: _____

AWARDEE

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this ____ day of _____, 2024, personally appeared _____ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity that he represents.

This Instrument refers to a _____ consisting of _____ (____) pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this ____ day of _____, 2024.

Doc No _____;
Page No _____;
Book No _____;
Series of 2024.

Detailed Technical Specifications

1.0 Project Title

Subscription to the Project DIME Geostore Website and Platform with Hosting, Training, Support and Maintenance

2.0 Overview

Monitoring high-value government projects has been challenging. A significant portion of our national budget is allocated yearly to infrastructure projects, such as road and bridge construction, school buildings, and healthcare facilities. It is essential to ensure that the allotted budget for these agencies is effectively implemented and benefits the Filipino people. This led to the birth of Project DIME, initially standing for Digital Imaging for Monitoring and Evaluation. It was strategically changed to Digital Information for Monitoring and Evaluation (DIME) to encompass projects that go beyond image-based monitoring, including the use of satellite images and geotagged photos. The new scope of DIME includes the monitoring and evaluation of high-value projects, regardless of their feasibility for digital image monitoring. Any available digital information and information systems are utilized to track project expenditure and progress.

3.0 Objectives

- 3.1. The Department of Budget and Management (DBM) is continuing its effort to promote openness and transparency through the use of technology to facilitate the monitoring and evaluation of projects. While initially focused on select high-budget projects, the maintenance and ongoing improvement of the completed website will enable the Department to continue to harness technology that is open to the public and enabling all other projects that will be included in the DIME Website's coverage.
- 3.2. Project DIME aims to help the DBM in the analysis of fiscal information in all budget phases through the use of validated project outputs using technological advancement.

4.0 Duration of the Project

The project has a duration of twelve (12) months from receipt of the Notice to Proceed (NTP).

5.0 Project DIME Website

This Annex A – DTS will define and describe the work that shall be performed by the Service Provider and DBM.

5.1. General Requirements

- 5.1.1. The Service Provider of the proposed solution must be in the business based on the Bureau of Internal Revenue (BIR) Certificate of Registration (COR) Form 2303 or any equivalent document issued for the purpose in case of Foreign Service Provider.²

Note: The BIR COR Form 2303 or any equivalent document issued for the purpose in case of a Foreign Service Provider shall be submitted as part of the response to the Request for Quotation (RFQ).

- 5.1.2. The proposed approach of the solution must be commercially available in the market for at least five (5) years.

Note: Certification from the Service Provider shall be submitted as part of the response to the RFQ.

- 5.1.3. The Service Provider must have successfully delivered at least three (3) similar projects using the proposed solution.

Note: Certification from the Service Provider shall be submitted as part of the response to the RFQ.

- 5.1.4. The Service Provider must conduct proof of concept (POC) for the high-level work necessary.

Note: The High-Level POC Document or Report shall be submitted as part of the response to the RFQ.

- 5.1.5. The Service Provider must be the original provider of the solution to ensure the necessary skills for enhancing and maintaining the website.

Note: Certificate of Exclusivity shall be submitted as part of the RFQ.

5.2. Scope of Work

The Service Provider must be able to provide and deliver the following works for the project DIME:

² For Foreign Bidders, the foregoing documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. Otherwise, it must be accompanied by a translation of the documents in English issued by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

5.2.1. System Configuration for Improvements and Additional Features:

- 5.2.1.1. Implementation of design and system configurations to introduce enhancements and integrate additional features within the Project DIME platform. This includes optimizing existing functionalities and incorporating new capabilities to meet evolving client needs and industry standards, ensuring the platform remains at the forefront of technological advancement and efficiency;
- 5.2.1.2. Provide interoperability through Application Programming Interfaces (APIs) for data push and pull to the systems of DBM, other agencies, and stakeholders to be identified during the technical requirements gathering;
- 5.2.1.3. To configure new features decided for the new use-cases of the platform; and
- 5.2.1.4. Upgrading and adding new features to Project DIME for ongoing technological advancement and improved user experience, including system optimization to meet changing needs.

5.2.2. Cloud Hosting:

- 5.2.2.1. Secure cloud hosting services for the Project DIME Geostore and website, ensuring consistent availability of both dynamic and static project data for authorized personnel.
- 5.2.2.2. Utilization of premier cloud infrastructure providers to guarantee system redundancy and failover capabilities.
- 5.2.2.3. Continuous security surveillance, alongside timely application of patches and updates, to strengthen the hosting environment against threats.
- 5.2.2.4. To provide data hosting, technical maintenance, and support for the Project DIME website to ensure that the DIME is readily available to the stakeholders.
- 5.2.2.5. Hosting of the website for twelve (12) months:

Project DIME Geostore - Google AppEngine with 99% uptime (Service Level Agreement/SLA)
- 5.2.2.6. Cloud Storage
 - 5.2.2.6.1. 600 GB Storage Space

- 5.2.2.6.2. Scalable or has perfect service for storing huge amounts of static or dynamic data that need to be accessed, retrieved, and queried frequently.
- 5.2.2.6.3. Given the existing platform architecture for the Project DIME Website, the Service Provider must provide continued cloud-based computing to enable the modules of the platform to work seamlessly.
- 5.2.2.6.4. The Service Provider must provide storage for project data to have a secure, reliable, and high-availability file storage and retrieval service with storage redundancies, multiple data center replications, and distributed delivery infrastructure for static and dynamic content.

5.2.3. Support and Maintenance

- 5.2.3.1. Dedicated technical support for resolving any issues related to the Project DIME platform shall be available five (5) days a week during standard business hours (Monday – Friday; 8:00 AM – 6:00 PM Philippine Standard Time).
- 5.2.3.2. Comprehensive 8x5 monitoring of platform health, with immediate action taken in response to high-priority incidents that compromise access for a significant portion of users.
- 5.2.3.3. Regular deployment of bug fixes, updates to critical bugs, minor enhancements, and platform updates according to a consistent release schedule
- 5.2.3.4. Platform Maintenance (Twelve [12] months)
 - 5.2.3.4.1. Configuration support on overall system settings; and
 - 5.2.3.4.2. Bug fixes or updates to critical bugs within the Project DIME Website (current versions) that are reported through the coverage period.
- 5.2.3.5. Support will be provided over email and video conference during the regular work week: Monday – Friday, 8:00 AM – 6:00 PM with a turnaround of response within three (3) business days, however, larger requests may take longer

and the client will be updated on the estimates for these requests. All issues shall be resolved in accordance with Section 6.0 (Service Level Agreement) of the DTS to the satisfaction of the DBM.

5.2.3.6. Technical Support does not include on-site or in-the-field support service.

5.2.3.7. Considerations for Project Dime Website with Technical Support and Services:

5.2.3.7.1. With the goal of Data Integrity, data from different sources such as DBM bureaus or other government agencies are accessible.

5.2.3.7.2. The existing Project DIME (previously named: Geostore) application was made for the World Bank and then donated to DBM .

5.2.3.7.3. The existing platform has been developed to run on Google's App Engine platform and Netlify cloud platform and this will be continued.

5.2.4. End-User Enablement

5.2.4.1. Six (6) training sessions to educate stakeholders on the Project DIME Geostore and Website, covering platform navigation and key features for project evaluation and data analysis. Training can be onsite or remote, tailored to user preferences.

5.2.4.2. Provision of user guides and FAQs for ongoing support and self-service troubleshooting.

5.2.4.3. Training Activities and Documentation

5.2.4.3.1. Project DIME Technical Team - Geostore and Website Training

5.2.4.3.2. The Service Provider should provide a structured training on the DIME Website for at least six (6) full days or forty-eight (48) hours. Training modality should be a combination of lecture and laboratory exercises tackling website administration for administrators and end-users to educate key stakeholders, and

empower the clients on how to use the website;

5.2.4.3.3. Success indicator: The participating Technical Team acquires a working understanding of the platform's functionality and skill to use the same.

5.2.4.4. The delivery of all necessary customized and other software/s, materials, licenses, and other components required to operate and maintain the solutions internally is included as part of the Project's deliverables.

5.2.4.5. All modules configured by the Service Provider for the Project should be turned over to DBM, including all components necessary to run and support the solution (i.e. source code, configuration file), through effective knowledge transfer mechanisms such as training and proper turn-over of system documentation.

5.3. Methodology

5.3.1. Must be able to conduct Sprint Planning - At the start of the application development project, the team develops user stories - application functionalities as told from the perspective of a user. The list of features based on these stories will serve as the team's product backlog - simply put, the list of things that need to be done.

5.3.2. Must be able to perform Daily Scrum - A non-traditional approach to application configuration which also means a change in the way project meetings are held. The team meets for about fifteen (15) minutes to create a game plan for the day. In these short and meaningful meetings, the team only intends to remove impediments in achieving their sprint goal. This daily cadence would be called "Daily Standup".

5.3.3. Must conduct Sprint Review/Retrospective - At the end of every sprint, which typically goes for two (2) weeks, the team reviews with its stakeholders what went well, what went wrong, and what can be improved for the next sprint.

5.3.4. Must implement Continuous Testing - Through automated testing, release candidates are tested early and often. The goal is to determine the impact of the changes in the code as fast as possible and whether the changes can be safely deployed into production.

5.3.5. Must have experience in Continuous Delivery - When the code is able to go through integration and testing, it is then automatically deployed into a staging environment. The team

makes the decision to deploy the changes into production. Thus, a minimum viable product (MVP) is made available.

- 5.3.6. For customized codes outside the core application, the Service Provider must use the latest version of NodeJS platform.

6.0 SERVICE LEVEL AGREEMENT

The DBM shall maintain the Service Level Agreement (SLA) with the Service Provider, with provisions for liquidated damages as indicated below for their non-compliance. Liquidated damages shall be charged against any money due or which may become due to the Service Provider, or collected from any securities or warranties posted by the Service Provider.

Component	Description	Liquidated Damages
Subscription and Implementation of the Project DIME, Support and Maintenance	The Service Provider shall respond within three (3) calendar days and must update the client with the estimates for larger requests that will take longer time.	1/10th of 1% of the contract price for the undelivered portion or item of the contract shall be imposed per day of delay
Project DIME Website Maintenance	Support will be provided over email and video conference during the regular work week: Monday – Friday, 8:00 AM – 6:00 PM with a turnaround of response within three (3) calendar days; however, larger requests may take longer and the client will be updated on the estimates for these requests.	1/10th of 1% of the contract price for the undelivered portion or item of the contract shall be imposed per day of delay
Technical Support (SSL Renewal)	Availability and provision of technical support during the specified hours during the regular work week: Monday – Friday, 8:00 am – 6:00 PM, are on-call as issues arise. All issues shall be resolved in accordance with this Section to the satisfaction of the DBM.	1/10th of 1% of the contract price for the undelivered portion or item of the contract shall be imposed per day of delay
Project Monthly Report	Submission of monthly report within the first week of the succeeding month.	1/10th of 1% of the contract price for the undelivered portion or item of the contract shall be imposed per day of delay

The period for performance of the obligations under the Contract shall not be beyond the validity of the appropriation for the Project.

7.0 CONFIDENTIALITY OF DATA

- 7.1. The Service Provider shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2. The DBM Enterprise Network System, its components, parts and all products, product samples, and specifications, data, ideas, technology, and

technical/nontechnical materials, all or any which may be derived from any of the foregoing are strictly confidential.

- 7.3. The Service Provider agrees to hold all the foregoing information in strict confidence. The Service Provider further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.
- 7.4. Upon acceptance by DBM of the fully tested and fully configured Project DIME Website, the source code and pertinent documentation shall be turned over to the DBM Office of the Chief Information Officer (OCIO).

8.0 TERMS OF PAYMENT

- 8.1. The Service Provider is to be paid for one (1)-year period inclusive of applicable taxes, pursuant to existing Philippine tax laws. The cost of the necessary administrative expenses related to the project shall be borne by the DBM subject to the existing budget, accounting, and auditing rules and regulations.
- 8.2. One-time payment shall be made, subject to the submission of the following documentary requirements, and in accordance with budgeting, accounting, and auditing laws, rules, and regulations:
 - 8.2.1. Proof of DIME Hosting, Geostore Software Subscription;
 - 8.2.2. Sales Invoice/Billing Statement;
 - 8.2.3. Valid and updated Tax Clearance;*
 - 8.2.4. Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group once all the requirements are fully met by the Service Provider; and
 - 8.2.5. Non-Disclosure Agreement (NDA).**

* Pursuant to the Bureau of Internal Revenue Regulation No. 017-2024 dated September 17, 2024, the Supplier shall present their valid and updated Tax Clearance Certificate to the OCIO, as the End-User Unit, prior to the final payment of the contract. Failure to present a valid and updated Tax Clearance shall entitle the DBM to suspend the final payment due to the supplier.

** Note: The proof of subscription and NDA will be submitted within thirty (30) calendar days from receipt of the Notice to Proceed.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
 GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NEGOTIATION AGREEMENT

December 13, 2024

In accordance with Section 50¹ and Annex "H",² item V(A)(2)(b) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184,³ this Negotiation Agreement between the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) and Symph, Inc. (Formerly Overton Equity Ventures Corp.) (Symph) shall form part of Purchase Order No. 2024-081 for the Project, **"Subscription to the Project DIME Geostore Website and Platform with Hosting, Training, Support and Maintenance,"** to be entered into by and between the DBM and Symph, as follows:

Negotiation Coverage⁴	Discussion	Agreement
1) Discussion and clarification on Item No. 5.1.1 of the Annex "A" of the Detailed Technical Specifications	1) It has been raised and proposed to remove the requirement that the Service Provider of the proposed solution must have been in business for at least (10) years, to wit: 5.1. General Requirements 5.1.1 The Service Provider of the proposed solution must be in the business for at least ten (10) years based on the Bureau of Internal Revenue (BIR) Certificate of Registration (COR) Form 2303 or any equivalent document issued for the purpose in case of Foreign Service Provider.	1) The DBM-BAC and Symph, with due consideration to the recommendation of the DBM-Office of the Chief Information, as the end-user unit, agreed to revise Item 5.1.1 of Annex "A" of the Detailed Technical Specifications as follows: 5.1. General Requirements 5.1.1 The Service Provider of the proposed solution must be in the business of consultancy services in the field of information and communications

¹ Direct Contracting.

² Consolidated Guidelines for the Alternative Methods of Procurement

³ The Government Procurement Reform Act

⁴ Section 33.2.5 of the 2016 Revised IRR of RA No. 9184

Negotiation Coverage ⁴	Discussion	Agreement
	<p style="text-align: center;">xxx</p> <p>2) The TWG noted that Symph and Overton Equity Ventures Corp. are distinct entities and cannot be considered the same corporation based on the submitted documents. Also, Symph has been in the business for less than four (4) years only.</p> <p>3) The end-user requested the removal of the ten (10)-year requirement given the exclusivity of the product, which can only be provided by Symph, regardless of the number of years in business. Additionally, it was noted that Project DIME was developed by Symph specifically for the Government of the Philippines.</p> <p>4) Symph noted that the subject entities are in the process of transition and have the same structure, ownership, etc.</p>	<p>technology, based on the Bureau of Internal Revenue (BIR) Certificate of Registration (COR) Form 2303 or any equivalent document issued for the purpose in case of Foreign Service Provider.</p> <p style="text-align: center;">xxx</p>

BY AND BETWEEN:

DBM-BAC:

 Digitally signed by
Maria Francesca
M. Del Rosario

MARIA FRANCESCA M. DEL ROSARIO
End-User Representative/
DBM-Undersecretary
ICT Group and Chief Information Officer

SYMPH INC. (FORMERLY OVERTON EQUITY VENTURES):

 Digitally signed by
Dave Overton

DAVE OVERTON
Chief Executive Officer



Sheryll
Grace S.
Aromin

SHERYLL GRACE AROMIN

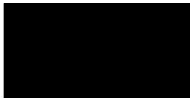
B.U.D.G.E.T. Representative/DBM-BAC Member



Digitally signed by
Rowel D. Escalante

ROWEL D. ESCALANTE

DBM-BAC Member



Digitally signed by
Dante B. De Chavez

DANTE B. DE CHAVEZ

DBM-BAC Member



Digitally signed by
Andrea Celene M.
Magtalas

ANDREA CELENE M. MAGTALAS

DBM-BAC Member



RAMON VICENTE B. ASUNCION

DBM-BAC Vice Chairperson



GERARDO E. MAULA

DBM-BAC Chairperson