



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

NOTICE OF AWARD

JUN 20 2025

MR. CHARLEMAIGNE P. SANTOS

Block 6 Lot 16 Nuncio St.
Avida Residences Sta. Catalina, Brgy. Salawag
Dasmariñas, Cavite

Dear **Mr. Santos:**

We are pleased to inform you that the Contract for the Project, "Engagement of a Highly Technical Consultant on the Solution Architecture (SA) for Integrated Financial Management Information System (IFMIS)," is hereby awarded to you in the amount of One Million Two Hundred Thousand Pesos (P1,200,000.00).

Thank you and God Bless.

Very truly yours,

LEONIDO J. PULIDO III
Assistant Secretary



CONTRACT NO. 2025-HTC001

ENGAGEMENT OF A HIGHLY TECHNICAL CONSULTANT ON THE SOLUTION ARCHITECTURE (SA) FOR INTEGRATED FINANCIAL MANAGEMENT INFORMATION SYSTEM (IFMIS)

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **ASSISTANT SECRETARY, LEONIDO J. PULIDO III**, hereinafter called the "**DBM**";

- and -

CHARLEMAIGNE P. SANTOS, of legal age, Filipino, with residence address at Block 6 Lot 16 Nuncio St. Avida Residences Sta. Catalina, Brgy. Salawag Dasmariñas, Cavite, hereinafter called the "**Consultant**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Negotiated Procurement (NP) – Highly Technical Consultant for the Project, "Engagement of a Highly Technical Consultant on the Solution Architecture (SA) for Integrated Financial Management Information System (IFMIS)," with an Approved Budget for the Contract (ABC) of One Million Two Hundred Thousand Pesos (P1,200,000.00) for FY 2025, through the Continuing Appropriations, FY 2024 General Appropriations Act (GAA), as reflected in the Supplemental Annual Procurement Plan No. 3, CY 2025;

WHEREAS, the DBM-Office of the Chief Information Officer (OCIO) proposed to engage the services of a Highly Technical Consultant on the Solution Architecture to achieve the following objectives: (i) quantify of the service value chains and service artifacts of the Department to establish a foundation for transforming the DBM from the current bureaucratic conventions into a service-driven and service-oriented organization; (ii) harmonize the policy environment to identify policy artifacts that would need to be clarified, amended, repealed, and retired to clear obstructions that work against transformation; (iii) harmonize the data environment, data quality management practices, business intelligence and data science foundations of the Department; and (iv) define an executable implementation plan and the detailed technical specifications to pilot PFM projects within the targeted period;

WHEREAS, under Section 53.7 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, NP-Highly Technical Consultants may be resorted to in the case of individual consultants engaged to do work that is: (i) highly technical or proprietary; or (ii) primarily confidential and policy determining, where trust and confidence are the primary considerations for the hiring of the consultant;

WHEREAS, the DBM-OCIO recommended Mr. Charlemaigne P. Santos (Mr. Santos) to be best suited consultant to render the highly technical services the Project requires;

WHEREAS, after the validation of the submitted documentary requirements and the conduct of the negotiations with Mr. Santos, the DBM-BAC issued Resolution No. 2025-22 dated April 22, 2025 recommending the award of the contract to Mr. Santos, pursuant to Sections IV (L) and V(D)(7)(b)(iii) of Annex "H" of the 2016 Revised IRR of RA No. 9184;

WHEREAS, through a Memorandum dated May 22, 2025, the Office of the Secretary, through the DBM-OCIO, as the End-user Unit, requested the following actions from the DBM-BAC: (i) include in the Terms of Reference (TOR) a clearer ground for cancellation of the engagement; and (ii) re-negotiate with the consultant on the minimum number of hours required for the consultant to be onsite;

WHEREAS, in compliance with the above-request, the DBM-BAC issued Resolution No. 2025-30 dated May 27, 2025, resolving to (i) re-negotiate with Mr. Santos on the revised TOR for the Project, through the issuance of a Conformance Letter and a Negotiation Agreement; and (ii) to defer the award of contract for the Project until successful negotiations;

WHEREAS, on June 2, 2025, the DBM-BAC issued a Conformance Letter to Mr. Santos to formally request his concurrence with the revised TOR. On the same day, Mr. Santos submitted a duly signed Conformance Letter, signifying his concurrence with the same;

WHEREAS, after the re-negotiation, and careful review and evaluation of the relevant documents, the DBM-BAC found Mr. Santos legally, technically, and financially capable to undertake and fulfill the consultancy work based on the Terms of Reference;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms of Reference referred to in Annex "A."
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Terms of Reference
	B	-	Notice of Award
	C	-	Conformance Letter and Negotiation Agreements
3. In consideration of the payments to be made by the DBM to the Consultant, the Consultant hereby covenants with the DBM to provide the consultancy services and the corresponding deliverables defined in the attached Terms of Reference.
4. The Consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity.

5. The Consultant shall not assign this Contract or subcontract any portion of it without the DBM's prior written consent.
6. The DBM hereby covenants to pay the Consultant, in consideration of the provision of the consultancy services and the corresponding deliverables the amount of One Million Two Hundred Thousand Pesos (P1,200,000.00) at the time and in the manner prescribed in the attached Terms of Reference.
7. The Consultant shall be engaged by the DBM for a period of six (6) months. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
8. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of JUL 03 2025, 2025 at General Solano St., San Miguel, Manila, Philippines.

FOR

LEONIDO J. POLIDO III
Assistant Secretary

FOR THE CONSULTANT:

CHARLEMAIGNE P. SANTOS
Consultant

SIGNED IN THE PRESENCE OF

MARIA FRANCESCA M. DEL ROSARIO
Undersecretary

RANDY BARDAJE

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the **CITY OF MANILA**, Philippines on this _____ day of JUL 03 2025, 2025 personally appeared the following:

NAME	VALID ID	VALID UNTIL
LEONIDO J. PULIDO III	DBM ID No. <u>5364</u>	December 2025

CHARLEMAIGNE P. SANTOS SS ID No. 33-1206512-5

known to me to be the same persons who executed the foregoing Contract and who 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 Engagement of a Highly Technical Consultant on the Solution Architecture (SA) for Integrated Financial Management Information System (IFMIS) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of JUL 03 2025, 2025.

Doc. No 25;
Page No 6;
Book No 1;
Series of 2025.

VICSON A. MABANGLO
Notary Public – Manila
Commission Serial No. 2025-090
(Until December 31, 2026)
Roll No 73868
IBP OR No. 490558 (Pasig; January 1, 2025)
PTR No 2101976 (Manila, January 16, 2025)
Department of Budget and Management,
General Solano St., San Miguel, Manila

TERMS OF REFERENCE

Engagement of a Highly Technical Consultant (HTC) on the Solution Architecture (SA) for Integrated Financial Management Information System (IFMIS)

I. Background and Rationale

The digital transformation roadmap in the Government of the Philippines will be pursued to enable alignment with the current administration's strategic direction to instill bureaucratic efficiency consistent with the 8-point socioeconomic agenda which aims to capitalize on digitalization solutions to enable efficient and effective public service.

The role of the Consultant for Solution Architect (SA) is dedicated to the practice of data architecture, a fundamental discipline in data management focused on designing, deploying, and managing an organization's data infrastructure. Consultants for SA are responsible for shaping how data is stored, consumed, integrated, and governed across various data entities and information technology (IT) systems, while also charting the path for applications that interact with or process this data. Consequently, engaging a Consultant for SA is pivotal to perform the aforesaid functions. The expertise in data architecture that a Consultant for SA provides plays a crucial role in enabling seamless and data-driven solutions, and optimizing an organization's data ecosystem.

II. Project Objectives

The implementation of the digital transformation of the DBM systems and the integrated financial management information systems (IFMIS) requires a systematic, qualitative, and executable roadmap for digital transformation and technology modernization. To achieve this, the DBM will be engaging the assistance of a Consultant for SA to assist the DBM in achieving the following objectives:

- A. Quantification of the service value chains and service artifacts of the Department as a foundation to transform the DBM from the current bureaucratic conventions into a service-driven and service-oriented organization;
- B. Harmonize the policy environment to identify policy artifacts that would need to be clarified, amended, repealed, and retired to clear obstructions that work against transformation;

- C. Harmonize the data environment, data quality management practices, business intelligence and data science foundations of the Department; and
- D. Define an executable implementation plan and the detailed technical specifications to pilot PFM projects within the targeted period

III. Scope of Work

The Consultant for SA shall undertake the following:

- A. Design and provide solutions to the DBM's infrastructure to ensure effective storage, retrieval, and analysis of data.
- B. Recommend and review policies and procedures for data quality, security, privacy, and compliance.
- C. Conduct monitoring activities on the enforcement of data governance.
- D. Design, review, and provide consultative information on security measures, access controls, and encryption to protect sensitive data and ensure compliance with applicable data protection regulations of the DBM.
- E. Collaborate with Business Intelligence teams in designing data structures for reporting, dashboards, and data visualization.
- F. Work with cross-functional teams, stakeholders, and business units to understand data needs and provide effective solutions and communicate technical concepts to stakeholders with limited/no technical background.
- G. Provide consultations/recommendations for the design, implementation, operations, and maintenance of the IFMIS portfolio of applications/systems and other related applications/systems.
- H. Develop and test strategies for data backup, recovery, and business continuity to ensure data availability and resilience.
- I. Keep the DBM Management updated with emerging technologies, trends, and best practices in data architecture and related fields.

IV. Project Activities and Deliverables

The Consultant shall undertake the following activities and submit the corresponding outputs/deliverables within the prescribed timeline, as follows:

Activities	Deliverables	Timelines
1.1.1. Update and review the system and its architecture design for validation with project management and IT development teams for possible improvements in terms of solutions;	a. Consultant Engagement and Activity Monthly Reports	Months (M) M1 to M6
1.1.2. Update and review the ICT and functional requirements of IFMIS and PFM-related projects to validate their synergy;	b. Included in a. above.	M1 to M6
1.1.3. Continuously assess the DBM's needs and existing systems to enable the selection of the appropriate technology for the envisioned solution/s;	c. - do -	M1 to M6
1.1.4. Continuously evaluate the applicability of emerging technologies to the existing architecture and the solution architecture;	d. - do -	M1 to M6
1.1.5. Assist in coordinating with suppliers for the procurement of projects related to technical solutions by tracking the latest technologies across the supplier landscape, conducting the necessary market research activities, and aligning of the technical solutions across the supply chain;	e. - do -	M1 to M6

Activities	Deliverables	Timelines
1.1.6. Review and update the solution's structure and evolve its contents through collaboration and coordination with stakeholders involved in the DBM's systems and business requirements to bridge the gap between technical and non-technical experts involved in the ICT projects;	f. - do -	M1 to M6
1.1.7. Collaborate with the enterprise architect, data architect, architecture teams, and solutions management and delivery teams to define and build the solution architectural runway;	g. - do -	M1 to M6
1.1.8. Guide the project management team and the solutions delivery unit to enable continuous delivery and ensure that the solution is architected to support the DBM's business needs and objectives;	h. - do -	M1 to M6
1.1.9. Provide consultation on strategies throughout the whole software development process to formulate the solution/s;	i. - do -	M1 to M6
1.1.10. Manage non-functional requirements and compliance;	j. - do -	M1 to M6

V. Qualifications of the Consultant for the SA

The Consultant for the SA must possess the following qualifications:

- A. Must have at least twenty (20) years of experience in the IT industry;
- B. Must be able to provide solutions to Public Sector Industry;
- C. Must be able to evaluate enterprise-wide IT solutions and tools maintenance of IT enterprise standards
- D. Must be able to identify risks, opportunities, compliance issues and other architectural concerns
- E. Must be able to analyze and resolve architectural issues and problems (e.g. performance, integration, maintainability, etc.)
- F. Must be able to implement and document use cases, solutions and recommendations
- G. Resource Count: one (1)

VI. Working and Reporting Requirements

- A. The Consultant shall strictly conform with the terms and conditions of this Terms of Reference.
- B. The Consultant shall render a minimum of 88 working hours or 11 working days per month onsite (equivalent to 50% of the monthly working hours) at the Department of Budget and Management (DBM) Central Office or at designated DBM project locations, unless otherwise agreed in writing by the end-user unit. The Consultant is expected to be physically present during core working hours, from 8:00 AM to 5:00 PM, Monday to Friday, excluding official holidays. Daily attendance shall be monitored and certified by the designated Project Manager or an authorized DBM representative. Any deviation from the required onsite presence must be justified in writing and approved by the DBM Office of the Chief Information Officer. Failure to comply with the required onsite hours without valid cause shall be a ground for the withholding of payment or termination of the contract, in accordance with Section IX. *Terms of Cancellation of Engagement* of this TOR.
- C. Equipment, such as laptops and other peripherals shall be provided by the Consultant.
- D. The timeline for the deployment process to on-board resources should be at least thirty (30) days.
- E. Replacement of Consultant due to resignation should be at least thirty (30) days.
- F. The Consultant shall comply with weekly, monthly or quarterly activity plans and shall provide a detailed work plan detailing the details of tasks to be delivered.

VII. Duration and Cost of the Project

The Consultant shall be engaged by the DBM to undertake the activities under this project for a period of six (6) months, subject to renewal.

The Consultant shall be paid a total amount not exceeding One Million Two Hundred Thousand Pesos (Php 1,200,000) for six (6) months, inclusive of applicable taxes pursuant to Philippine tax laws.

The Consultant shall be paid in accordance with the following schedule:

Schedule of Payment	Amount to be Paid to Consultant	Milestones	Period of Implementation
1 st Batch of Payment	20% of total project cost	Upon submission and acceptance of the Consultant Engagement and Activity Report for Month 1	M1
2 nd Batch of Payment	35% of total project cost	Upon submission and acceptance of Consultant Engagement and Activity Report for Months 2-3	M2 – M3
3 rd Batch of Payment	35% of total project cost	Upon submission and acceptance of Consultant Engagement and Activity Report for Months 4-5	M4 -M5
4 th Batch of Payment	10% of total project cost	Upon submission and acceptance of Consultant Engagement and Activity Report for Month 6	M6

VIII. Performance Expectations from the Consultants

The Consultant to be engaged for this reform effort shall undertake/conduct the task/activities in this project with the highest standard of professional and ethical competence and integrity.

To avoid any undue misgivings and speculations that may arise once the studies are inadvertently disclosed, the work of said Consultant is highly technical/proprietary, primarily confidential and policy determining in nature. Hence, trust and confidence are the primary considerations for the hiring of said Consultant.

In addition, the Consultant shall sign a Non-Disclosure Agreement to ensure observance of:

- Non-engagement in any activity or any action or make any kind of public and media pronouncement which may adversely affect the implementation of the project; and
- Non-disclosure to another party of any confidential information relating to the Consultant's engagement in this project without the prior consent of the DBM even after the termination of the Consultant's contract and completion of the project.

Moreover, the ownership of the deliverables/outputs, reports and other materials produced by said consultant shall be vested exclusively with the DBM. Copies of such materials could be retained but the Consultant shall seek permission from the DBM should the Consultant wish to use/reproduce these materials in parts or in their entirety.

IX. Terms of Cancellation of Engagement

The Department of Budget and Management (DBM) reserves the right to terminate the engagement of the Highly Technical Consultant at any stage of the Contract under any of the following circumstances, as provided for in Annex I of the 2016 Revised IRR of RA 9184, quoted hereunder:

A. Termination by Default

Consistent with Annex I, Item III.A of the 2016 Revised IRR of RA No. 9184, the DBM could terminate the contract for default when any of the following conditions attend its implementation:

- a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or

within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;

b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

c) The Consultant fails to perform any other obligation under the contract.

B. Termination for Convenience

Consistent with Annex I, Item III.B of the 2016 Revised IRR of RA No. 9184, the DBM may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

C. Termination for Insolvency

Consistent with Annex I, Item III.C of the 2016 Revised IRR of RA No. 9184, The DBM shall terminate the contract if the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DBM and/or the Consultant.

D. Termination for Unlawful Acts

Consistent with Annex I, Item III.D of the 2016 Revised IRR of RA No. 9184, The DBM may terminate the contract in case it is determined prima facie that the Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

E. Termination by the Consultant

Consistent with Annex I, Item III.E of the 2016 Revised IRR of RA No. 9184, the Consultant may terminate its agreement with the DBM if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach.

The termination of contracts shall be governed by the provisions set forth in Section IV, Annex I of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, adhering to all applicable legal requirements and procedural guidelines.



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

NOTICE OF AWARD

JUN 20 2025

MR. CHARLEMAIGNE P. SANTOS

Block 6 Lot 16 Nuncio St.
Avida Residences Sta. Catalina, Brgy. Salawag
Dasmariñas, Cavite

Dear **Mr. Santos:**

We are pleased to inform you that the Contract for the Project, "Engagement of a Highly Technical Consultant on the Solution Architecture (SA) for Integrated Financial Management Information System (IFMIS)," is hereby awarded to you in the amount of One Million Two Hundred Thousand Pesos (P1,200,000.00).

Thank you and God Bless.

Very truly yours,

LEONIDO J. PULIDO III
Assistant Secretary

6/20/2025
Received



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

June 2, 2025

MR. CHARLEMAIGNE P. SANTOS

Block 6 Lot 16 Nuncio St.
Avida Residences Sta. Catalina, Brgy. Salawag
Dasmariñas, Cavite

Dear **Mr. Santos:**

This refers to your engagement as a Highly Technical Consultant for the Project, **'Engagement of a Highly Technical Consultant on Solutions Architecture (SA) for the Integrated Financial Management Information System (IFMIS).'**"

Please be informed that upon further review of the Terms of Reference (TOR) of your engagement, the DBM has deemed it necessary to revise certain provisions to the engagement and provide clearer guidelines thereof:

1. Provisions of guidelines and grounds for termination of contract; and
2. Revision to the minimum number of hours during which the Solutions Architect is required to report on-site.

Accordingly, specific sections of the TOR have been revised. A copy of said revised TOR (with revised portions highlighted) is attached hereto as ***Annex "A."***

Should you concur with the revised TOR, the DBM-BAC will proceed to recommend to the Head of the Procuring Entity the award of contract for your engagement as Solutions Architect, in accordance with Section IV(L) of the Revised IRR of RA No. 9184.

We look forward to receiving your **confirmation by signing and returning this letter** to the DBM-Bids and Awards Committee (BAC) Secretariat, Ground Floor, DBM Bldg. III, General Solano St., San Miguel, Manila or through email at **procurement@dbm.gov.ph**, on or before, **June 3, 2025, 4:00 p.m.**

For any clarification, you may contact the DBM-BAC Secretariat through email at **procurement@dbm.gov.ph** or at telephone no. (02) 8657-3300 local 3115.

Thank you very much for your usual preferential attention.

Very truly yours,



GERARDO E. MAULA
Assistant Secretary
Chairperson, DBM-BAC

Conforme:

I hereby certify my compliance with the revised provisions in accordance with the Annex A – Terms of Reference attached to this letter.



CHARLEMAGNE P. SANTOS
Highly Technical Consultant
Date: June 2, 2025



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT

NEGOTIATION AGREEMENT

June 3, 2025

In accordance with Section 53.7¹ and Annex "H",² item V(D)(7)(b)(ii) 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 Mr. Charlemaigne P. Santos (Mr. Santos) shall form part of Contract No. 2025-HTC001 for the Project, **"Engagement of a Highly Technical Consultant on Solutions Architecture (SA) for the Integrated Financial Management Information System (IFMIS),"** to be entered into by and between the DBM and Mr. Santos, as follows:

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
A. Discussion and clarification on Section VI(B) of the Terms of Reference (TOR)	<p>Upon review of the Terms of Reference (TOR) of the Consultant's engagement by the DBM, it was deemed necessary to revise Section VI(B) thereof to provide the specific number of hours during which the Solutions Architect is required to report on-site.</p> <p style="text-align: center;">XXX</p> <p>VI. Working and Reporting Requirements</p> <p style="text-align: center;">XXX</p> <p>B. The deployment of resources should be on-site.</p>	<p>The DBM-BAC and the End-User Unit (EUR) agreed on the revision of Section VI(B) under the Working and Reporting Requirements, as follows:</p> <p style="text-align: center;">XXX</p> <p>VI. Working and Reporting Requirements</p> <p style="text-align: center;">XXX</p> <p>B. The Consultant shall render a minimum of 88 working hours or</p>

¹ Highly Technical Consultants

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	Original Provisions of the ToR	Agreement
	xxx	<p>11 working days per month onsite (or equivalent to 50% of monthly working hours) at the Department of Budget and Management (DBM) Central Office or at designated DBM project locations, unless otherwise agreed in writing by the end-user unit. The Consultant is expected to be physically present during core working hours from 8:00 AM to 5:00 PM, Monday to Friday, excluding official holidays. The Consultant's daily attendance shall be monitored and certified by the designated Project Manager or authorized DBM representative. Any deviation from the minimum onsite presence must be supported by written justification and approved by the DBM's Office of the Chief Information Officer (OCIO). Failure to comply with the required onsite hours without valid cause may be a ground for withholding payment</p>

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
		<p>or termination of the contract pursuant to the provisions stated under the Section IX. Terms of Cancellation of Engagement.</p> <p>XXX</p>
<p>B. Inclusion of a provision on the Terms of Cancellation of Engagement</p>	<p>Upon review of the Terms of Reference (TOR) of the Consultant's engagement by the DBM, it was deemed necessary to add a section providing the terms of the cancellation of engagement.</p>	<p>The DBM-BAC and the End-User Unit (EUR) agreed on adding Section IX. Terms of Cancellation of Engagement consistent with 'Annex I' of the 2016 Revised IRR of RA No. 9184, as follows:</p> <p>XXX</p> <p>I. Terms of Cancellation of Engagement</p> <p>The Department of Budget and Management (DBM) reserves the right to terminate the engagement of the Highly Technical Consultant at any stage of the Contract under any of the following circumstances, as provided for in Annex I of the 2016 Revised IRR of RA No. 9184, quoted hereunder:</p> <p>A. Termination by Default</p> <p>Consistent with Annex I, Item III.A of the 2016 Revised IRR of RA No. 9184, the DBM could terminate the contract for default</p>

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
		<p>when any of the following conditions attend its implementation:</p> <p>a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;</p> <p>b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or</p> <p>c) The Consultant fails to perform any other obligation</p>

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
		<p>under the contract.</p> <p>B. Termination for Convenience</p> <p>Consistent with Annex I, Item III.B of the 2016 Revised IRR of RA No. 9184, the DBM may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.</p> <p>C. Termination for Insolvency</p> <p>Consistent with Annex I, Item III.C of the 2016 Revised</p>

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
		<p>IRR of RA No. 9184, The DBM shall terminate the contract if the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DBM and/or the Consultant.</p> <p>D. Termination for Unlawful Acts</p> <p>Consistent with Annex I, Item III.D of the 2016 Revised IRR of RA No. 9184, The DBM may terminate the contract in case it is determined prima facie that the Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract</p>

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
		<p>acquisition and implementation. Unlawful acts include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a) Corrupt, fraudulent, collusive and coercive practices; b) Drawing up or using forged documents; c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and d) Any other act analogous to the foregoing. <p>E. Termination by the Consultant</p> <p>Consistent with Annex I, Item III.E of the 2016 Revised IRR of RA No. 9184, the Consultant may terminate its agreement with the DBM if the latter is</p>

Negotiation Coverage ⁴	Original Provisions of the ToR	Agreement
		<p>in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach.</p> <p>The termination of contracts shall be governed by the provisions set forth in Section IV, Annex I of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, adhering to all applicable legal requirements and procedural guidelines.</p>

BY AND BETWEEN:

DBM-BAC:

[Redacted Signature]

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

[Redacted Signature]

SHERYLL GRACE S. AROMIN
 B.U.D.G.E.T. Representative/
 DBM-BAC Member

[Redacted Signature]

CHARLEMAIGNE P. SANTOS
 Highly Technical Consultant



DANTE B. DE CHAVEZ

DBM-BAC Member



ROWEL D. ESCALANTE

DBM-BAC Member



ANDREA CELENE M. MAGTALAS

DBM-BAC Member



RAMON VICENTE B. ASUNCION

DBM-BAC Vice Chairperson



GERARDO E. MAULA

DBM-BAC Chairperson



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

NOTICE TO PROCEED

JUL 02 2025

MR. CHARLEMAIGNE P. SANTOS

Block 6 Lot 16 Nuncio St.
Avida Residences Sta. Catalina, Brgy. Salawag
Dasmariñas, Cavite

Dear **Mr. Santos:**

This is to inform that the performance of the obligations specified in the attached Contract for the Project, "Engagement of a Highly Technical Consultant on the Solution Architecture (SA) for Integrated Financial Management Information System (IFMIS)," shall commence upon receipt of this Notice to Proceed in accordance with Sections IV(L) and V(D)(7)(b)(iii) of Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Thank you and God Bless.

Very


LEONOR
Assistant Secretary

I acknowledge receipt and acceptance of this Notice on JULY 3, 2025.

Name of Authorized Representative: CHARLEMAIGNE P. SANTOS

Signature: 