



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

**INVITATION TO FOREIGN SUPPLIERS OR DISTRIBUTORS TO  
SUBMIT A MANIFESTATION OF INTENTION TO PARTICIPATE  
FOR THE PROJECT, “BUDGET AND TREASURY MANAGEMENT  
SYSTEM (BTMS) CLOUD/SUBSCRIPTION-BASED LICENSES  
WITH SOFTWARE MAINTENANCE AND ENHANCEMENTS”**

1. The Department of Budget and Management (DBM), through the FY 2024 General Appropriations Act and Multi-Year Contractual Authority No. MYCA-BMB-C-24-0000025, intends to apply the sum of **Three Hundred Twenty Six Million Seven Hundred Twenty Six Thousand Four Hundred Pesos (P326,726,400.00)** being the Approved Budget for the Contract (ABC) for the Project “**Budget and Treasury Management System (BTMS) Cloud/Subscription-Based Licenses with Software Maintenance and Enhancements**”, for FY 2024, through Direct Contracting under Section 50 (c) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.<sup>1</sup>
2. Delivery of the Goods is required for CY 2024, in accordance with the Technical Specifications specified in the attached Annex “A” hereof.
3. In accordance with item 6.1<sup>2</sup> of Appendix 9 (Guidelines in the Determination of Eligibility of Foreign Suppliers, Contractors, and Consultants to Participate in Government Procurement Projects) of the 2016 Revised IRR of RA No. 9184, **the DBM now invites foreign suppliers or distributors to submit a manifestation of intention to participate on or before July 3, 2024, 4:00 p.m.** The manifestations must be duly received by the DBM-Bids and Awards Committee (BAC) Secretariat or the DBM-Central Records Division through manual submission at the office address indicated below, or via email at **[procurement@dbm.gov.ph](mailto:procurement@dbm.gov.ph)**.

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<sup>1</sup> The Government Procurement Reform Act

<sup>2</sup>In cases where the procuring entity intends to procure goods from an exclusive local manufacturer, supplier, distributor, or dealer through direct contracting under Section 50 (c) of the IRR, when said method is recommended by the BAC and approved by the Head of the Procuring Entity, and reflected in the approved Annual Procurement Plan, it shall, before commencing any negotiations with a local supplier, post through the website of the procuring entity, if any, and in the Philippine Government Electronic Procurement System (PhilGEPS), an invitation to foreign manufacturers to submit a manifestation of its intention to participate. Should any foreign manufacturer submit such manifestation within the period prescribed in the invitation, the procuring entity shall commence the conduct of public bidding. If no foreign manufacturer submits such manifestation within the said period, the procuring entity may proceed with the intended procurement through direct contracting with the said exclusive local manufacturer, supplier, distributor, or dealer.

4. If no foreign supplier or distributor submits such manifestation within the period stated above, the DBM shall directly negotiate with the exclusive local distributor, in accordance with Section 50 of the 2016 Revised IRR of RA No. 9184 and Annex H (Consolidated Guidelines for the Alternative Methods of Procurement) of the same IRR.
5. For further information, please refer to:

DBM-BAC Secretariat  
Administrative Service-Procurement Management Division  
Department of Budget and Management  
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila  
Telefax No. 8657-3300 local 3115  
Email address: **procurement@dbm.gov.ph**

*June 26, 2024*

**RAMON VICENTE B. ASUNCION**  
*Vice Chairperson, DBM-BAC*

## **TECHNICAL SPECIFICATIONS**

### **I. PROJECT TITLE**

Budget and Treasury Management System (BTMS) Cloud/Subscription-Based Licenses with Software Maintenance and Enhancements

### **II. OBJECTIVE**

The roadmap towards digitalization will examine the potential of cloud computing, application programming interfaces (APIs), and block chain technology for decentralized transparency as well as real-time processing of government services.

For the proposed roadmap, the BTMS is envisaged to be the central core for the Integrated Financial Management Information System (IFMIS). The BTMS is a centralized database that would facilitate the compilation of crucial data on all parts of government financial operations, from purchase through payment and every transaction is monitored by the network real-time.

The Public Financial Management (PFM) Committee, in Resolution No. 1-2022 dated December 19, 2022, approved the reactivation of the use of the BTMS FreeBalance Tool and called for the conduct of policy review for the implementation of IFMIS. In June 2023, President Ferdinand R. Marcos Jr. issued Executive Order (EO) No. 29, directing the full digitalization of PFM processes through the adoption of the IFMIS throughout the bureaucracy. Under EO No. 29, the PFM Committee is directed to reengineer PFM processes and the IFMIS. The IFMIS facilitates the generation of vital information on all aspects of government financial transactions, to be made publicly accessible through information technology.

An integral part of the IFMIS is the BTMS, a web-based, fully automated and centralized database that will facilitate the generation of vital information on all aspects of government financial transactions and serve as an online ledger where transactions are mapped in real-time from purchase to payment.

The cloud-based reinstatement of BTMS also aligns to DICT's Department Circular No. 010, s. 2020 which introduced amendments to the country's Cloud First Policy, as prescribed in DICT Department Circular No. 2017-002, s. 2017. The Philippine Government's Cloud First Policy promotes cloud computing as the preferred technology for government administration and the delivery of government services. Shifting to cloud computing is expected to foster flexibility, security, and cost-efficiency among users. Cloud computing also offers key advantages such as access to global systems of solutions, innovations, and services, as well as up-to-date cybersecurity.

The BTMS reactivation, based on a software subscription on a user basis and its associated software maintenance, training, and enhancements, are not applicable for any IT Infrastructure, hardware, or third-party licenses in relation to infrastructure provided under the Project Contract.

### **III. DURATION OF THE CONTRACT**

The implementation of subscription based BTMS with progressive provision of user-based subscription licenses, including initial reinstatement, subscription license, maintenance and training, will be for a period of thirty-six (36) months from receipt of the Notice to Proceed (NTP).

### **IV. SCOPE OF WORK AND SERVICES**

#### **A. Reinstatement of subscription based BTMS**

With the implementation of the subscription based BTMS, the Department of Budget and Management (DBM) can continue to lead the PFM Reform agenda of the GoP to support this administration's mandate on digitalization, through a centralized IFMIS.

The following activities shall be performed as part of the Initial Implementation for DBM and its eventual roll-out to the rest of the spending agencies of the government:

1. Update the BTMS v7.0 to the latest Government Resource Planning (GRP) v7.5
  - a. Provision of new subscription-based license keys
  - b. Reconfiguration of BTMS to accommodate hosting on the Cloud Infrastructure (Open Cloud Portability)
  - c. Managed Services that will be provided for the BTMS Platform as well as the management of the users in a SaaS environment so users can be added as DBM procures additional subscription licenses.
  - d. Ongoing maintenance of the Integration Points for the use of the system
  - e. Continued support for the API to enable seamless integration irrespective of the cloud provider.
  - f. Significant UI change
  - g. New features, Patches, Security Updates, Performance improvements
  - h. The Service Provider will provide demo workshops on the ground to show the Power Users the BTMS features, and what they are getting "new" from the latest version of the software.
2. Technical Audit Assessment
  - a. Installation of BTMS based on DBM's cloud infrastructure.
  - b. Installation Guide and Report.
  - c. Adherence to all Commission of Audit (COA) regulations concerning their Quality Assurance.

3. Migration of Data for BTMS Day one (1) Operations (moving forward system) – master/reference data, and opening balances. This includes any master/reference data required and opening balances as we onboard each department and agency into BTMS. The service provider’s responsibilities include workshops and end-user support for data migration.
4. Full reconfiguration of the Chart of Accounts based on the recent changes to the design and structure of the Unified Account Code Structure (UACS) of the Government of the Philippines. This includes mapping the data of the old Chart of Accounts to the new Chart of Accounts.
5. Revisiting the Security Access Matrix (SAM) for the reinstatement to enable configuration of user roles, users, functional classes, security groups, and workflows.
6. The service provider shall conduct demonstration workshops with each of the pilot departments/agencies to showcase the reconfigured and hosted BTMS and how the system can adapt to the existing business processes. The team shall also cover critical steps and activities required for the Department to onboard fully into BTMS; at the same time identifying gaps in process and technology that will require assessment and resolution.
7. Training Materials for BTMS of the initial reinstatement and Train-the-Trainer (TTT) to the pilot departments/agencies.
  - a. Development of end user training materials for various user roles including Guides, Decks, and recording of Computer Based Training (CBTs) (to be available throughout contract duration as subscription-based training)
    - i. The training materials need to be transferable and compatible with DBM’s LMS.
  - b. User Manuals
  - c. TTT classroom training - delivery of 4 - 6 sessions each for up to five (5) days, for up to one hundred (100) trainees (maximum of twenty five (25) trainees per session)
  - d. All classroom training will be performed in facilities to be provided by DBM with the required logistics for the conduct of the training. Laptops, Connectivity and Printed Training Material will be required and is the responsibility of DBM.
  - e. The Service Provider is responsible for maintaining and updating all materials as needed. The service provider is required to provide a CBT training platform for housing of the CBT training videos and all training materials.
8. Documentation
  - a. System Design & Functional Specifications
  - b. Technical Manuals – APIs, ERDs, Infrastructure Deployment

c. Standard Operating Procedures for Support and Maintenance

9. Cloud-based Infrastructure Hosting for the Development Instance only.

- a. The service provider shall provide hosting services for three (3) months during the reinstatement period and for the pilot departments/agencies. DBM shall separately procure its permanent cloud infrastructure for the LIVE Production instance.

10. Enhancement of the Internal Revenue Allotment (IRA) (to be renamed as National Tax Allotment) Functionality of the Budget Management Module to incorporate possible modifications resulting from the Mandanas-Garcia Ruling. Reference: <https://www.dbm.gov.ph/index.php/national-tax-allotment-nta>

11. The service provider shall provide information on the comprehensive database sizing for the cloud infrastructure of the BTMS for every deployment.

**B. Provision of Subscription-based Licenses for BTMS (inclusive of software maintenance and training)**

Governments use cloud computing methods to improve reliability, elasticity, maintainability, performance, and cybersecurity of enterprise-class software applications. Cloud computing can also reduce capital expenditures, provide better ICT cost predictability, and enable scaling.

In support of the government's roadmap towards digitalization, the underlying platforms for the IFMIS solutions should be portable across deployment options and should adapt to the interoperability requirements of the digitalization roadmap. The BTMS will support deployment portability by providing a subscription-based model, inclusive of software license and maintenance. The subscription user requirements shall be based on the 3-year roll-out plan for BTMS as DBM progressively onboards the national government departments and agencies.

The subscription-based licenses for BTMS are based on the actual users who will use the system per department or agency. Each department or agency will have seventeen (17) envisioned users, including the transaction creators, budgeting and accounting officers, approvers, and representatives as shown in Annex A.1 - Lists of the Envisioned BTMS Users. The specified number of users and their roles suggest a structured approach to user access, ensuring that each department or agency has a designated set of individuals fulfilling key functions within the BTMS. This approach helps in defining responsibilities and access levels, contributing to effective and controlled system usage.

Below is the table for the estimated allocation of users across the 3-year BTMS roll-out plan, details of the deployment are attached as Annex A.1:

<b>Envisioned users per Operating Unit: 17 envisioned users per department/agency</b>						
<b>Coverage</b>	<b>FY 2024-2025</b>		<b>FY 2025-2026</b>		<b>FY 2026-2027</b>	
	<b>No. of Agencies</b>	<b>No. of Users</b>	<b>No. of Agencies</b>	<b>No. of Users</b>	<b>No. of Agencies</b>	<b>No. of Users</b>
Departments & Agencies	32 (5 Departments with attached agencies)	544	119	2,023	119	2,023
Regional Offices	80	1,360	221	3,757		
<b>Total</b>	112	<b>1,904</b>	340	<b>5,780</b>	119	<b>2,023</b>
<b>Cumulative</b>		<b>1,904</b>		<b>7,684</b>		<b>9,707</b>

Included in the 3-year contract is the provision of five (5) Helpdesk personnel to address application related concerns at DBM. DBM will maintain control cover the management of the ticketing tool and will involve the Service Provider's support at Level 3 for ticket resolutions.

### **C. Interfaces**

The following interfaces will be implemented in Year 1:

#### **1. Modernized Government Electronic Procurement System (MGEPS)**

- a. To enable full transparency in procurement, DBM has enabled a total e-Government procurement solution. The modernized Philippine Government Electronic Procurement System (mPhilGEPS) employs a system that covers eBidding, eShopping, and eReverse Auction platforms to lessen the procurement workload and to eliminate exposure to corruption of government employees.
- b. The Service Provider shall provide its APIs for the following:
  - i. Purchase Order (PO) - BTMS Receives PO from mGEPS or BTMS Receives Cancelled NTP/Cancelled Contracts from mGEPS
  - ii. Goods Received Note (GRN) - BTMS receives GRN from mGEPS

- iii. Disbursement Voucher (DV) - BTMS sends payment Information to mGEPS
- iv. Payment Extract (PEP) - BTMS sends payment Information to mGEPS

## **2. Bank Interface (Landbank as the conduit bank)**

- a. Landbank plays a crucial role in the collection of government revenue and in processing payments related to government expenditure.
- b. All vendors must have an account with Landbank or other Authorized Government Servicing Banks (AGSBS) to transact with the government.
- c. Once implemented, the BTMS can provide its feature for automated bank reconciliation.

## **3. Interface with Microsoft Entra ID**

- a. Integration with DBM's Active Directory and Identity and Access Management solution.
- b. Authentication of BTMS Users.

## **4. Interface with DBM's Document Management System (DMS)**

- a. All official government external documents (e.g. PO, Payment Advice) shall be automatically pushed to the DMS.

## **D. OUT OF SCOPE SERVICES**

The following services are considered to be out-of-scope of this engagement:

- 1. Provision of cloud infrastructure, and related software licenses, except during the reinstatement phase of the BTMS (DEV instance only);
- 2. Historical Data Migration;
- 3. Additional interfaces on top of the four (4) covered in this tender;
- 4. Reports Customization;
- 5. The Local Government Units (LGUs), Government Owned and Controlled Corporations (GOCCs), and Government Financing Institutions (GFIs) are not covered in the roll-out; and
- 6. The Helpdesk Tool/Software shall be provided by DBM.

## **E. CUSTOMER SUPPORT**

### **a. Availability**

- i. Support Hours: Support shall be available to the concerned Department/Agency by contacting the Service Provider Customer Support Center during the business hours (8:00 AM – 6:00 PM Philippine Standard Time).



- ii. Access to the Service Provider Customer Support Portal shall be provided continuously (subject to Service Provider's planned maintenance of the Service Provider Customer Support Portal for any downtime).

**b. Categories of Support Requests**

- i. Product Issue
- ii. Enhancement
- iii. General Inquiries
  - a. Sales Request

**c. Information to be Provided**

- i. With respect to all Support Requests from the Department/Agency:
  - a. the name of the concerned Department/Agency ;
  - b. the contact person, if applicable;
  - c. the telephone number and email address, if applicable;
  - d. the location of the concerned Department/Agency;
  - e. the name and version of the database management system used by the concerned Department/Agency;
  - f. the name of the operating system;
  - g. the particular Program(s) used by the concerned Department/Agency, including version/revision number(s);
- ii. **With respect to Product Issues:**
  - a. the steps leading up to the manifestation of the problem;
  - b. the Program module(s) affected;
  - c. the Program function(s) affected;
  - d. a short narrative description of the case;
  - e. the error message displayed, including the screenshot/print-screen, if applicable; and
  - f. the database and application log files.

**d. Logging a Support Request.**

- i. Upon receipt of a Support Request, all information required shall be logged by Service Provider and a case number shall be issued to the Customer ("Case Number") acknowledging the receipt of the Support Request and defining it as one of the three Categories of Support Requests, as defined above.
- ii. The Case Number must be used in all communications between the concerned Department/Agency and Service Provider with respect to the particular Support Request. The concerned Department/Agency, using the Support Portal should be able to monitor the progress of its Support Request

upon issuance of the case number.

- iii. The resolution of a Support Request shall be officially communicated to the concerned Department/Agency through email addressed to the Project Manager or to the authorized representative of the pilot agencies, apart from the original requester.

**e. Service Provider Help Desk**

- i. The central Help Desk shall act as a coordination point for reporting the end user issues related to products and services for the BTMS solution, excluding hardware.
- ii. The Service Provider shall continue to provide the following Help Desk Support Team as established under the Project Contract, with a minimum of five (5) team members available during Support Hours:
  - 1. Help Desk Specialist
  - 2. Service Desk Incident Manager
  - 3. Helpdesk / Service desk Lead
  - 4. Platform & Application Manager

All help desk support staff shall be able to speak English and Filipino fluently.

- iii. Based on emerging needs, DBM may ask the Service Provider to deploy additional resources and related support for the helpdesk to support the volume of BTMS transactions at no additional cost to the government.
- iv. The physical space for the Help Desk will be provided by the DBM including necessary supporting infrastructure (non-IT) as well as network connectivity from help desk to data center site. The other IT infrastructure for help desk staff shall be supplied and implemented by Service Provider.
- v. Based on help desk operations, the Service Provider shall submit the monthly service reports on help desk operations including number of calls reports, number of calls resolved within and outside of the agreed KPIs, etc. The Service Provider shall submit such reports on a monthly basis to DBM.

**V. SERVICE LEVEL AGREEMENT**

5.1 The DBM shall maintain a Service Level Agreement (SLA) with the Service Provider, with provisions for liquidated damages 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. The Service Provider shall respond to a Customer Support Requests in accordance with the following:

Severity	Priority	Description	Update and Target Resolution Time	Target	Liquidated Damages
HIGH	P1	Entire Business is affected, PRODUCTION system is inaccessible	<p>Initial update must take place within thirty (30) minutes.</p> <p>Succeeding updates will be sent every one (1) hour.</p> <p>Target Restoration:</p> <p>&lt;= four (4) hours</p>	Upon confirmation of receipt, the Service Provider will begin continuous work on the problem. The DBM must provide the Service Provider with an onsite contact to assist with data gathering, testing, and applying fixes or workarounds. This resource should have direct access to the machine and any application impacted.	1/10th of 1% of monthly contract price shall be imposed for every day of no resolution per problem or issue (pertaining to similar concerns raised to the helpdesk).
	P2	<p>Data Integrity is at risk.</p> <p>Groups or Select Teams of End Users are not able to use the system</p>	<p>Initial update must take place within one (1) hour.</p> <p>Succeeding updates will be sent every two (2) hours.</p> <p>Target Restoration:</p> <p>&lt;= eight (8) hours</p>	<p>The Service Provider will assist the Customer in loading the data (during downtime) using our Data Import Facility.</p> <p>The Service Provider will work to provide a workaround.</p> <p>For the fixes and patches that require revision upgrades, Service Provider must make sure that all implemented fixes and patches from the previous version should</p>	1/10th of 1% of monthly contract price shall be imposed for every day of no resolution per problem or issue (pertaining to similar concerns raised to the helpdesk).

Severity	Priority	Description	Update and Target Resolution Time	Target	Liquidated Damages
				be incorporated in the new version upgrade.	
MEDIUM-CRITICAL	P1	The business service, major application, or system is seriously affected	<p>Initial update must take place within two (2) hours.</p> <p>Succeeding updates will be sent every four (4) hours.</p> <p>Target Restoration:  ≤ twenty four (24) hours</p>	<p>Upon Confirmation of Receipt, the Service Provider will begin work on the problem. The DBM must provide an onsite contact to assist with data gathering, testing, and applying hotfixes when warranted.</p> <p>The resource should also work with Service Provider to try the suggested workaround or fix that Service Provider will provide.</p>	1/10th of 1% of monthly contract price shall be imposed for every day of no resolution per problem or issue (pertaining to similar concerns raised to the helpdesk).
	P2	<p>The implementation is affected with no workaround.</p> <p>The sub systems are affected with no workaround.</p> <p>Major Functions and/or</p>	<p>Initial update must take place within three (3) hours.</p> <p>Succeeding updates will be sent every six (6) hours.</p> <p>Target</p>	<p>For the fixes and patches that require revision upgrades, Service Provider must make sure that all implemented fixes and patches from the previous version should</p>	1/10th of 1% of monthly contract price shall be imposed for every day of no resolution per problem or issue (pertaining to similar concerns

Severity	Priority	Description	Update and Target Resolution Time	Target	Liquidated Damages
		Procedures are nonfunctional with the program/application	Restoration: ≤ thirty six (36) hours	be incorporated in the new version upgrade.	raised to the helpdesk).
LOW-CRITICAL	P1	The business service, major application, or system is moderately impacted	Initial update must take place within six (6) hours.  Succeeding updates will be sent daily.  Target Restoration:  ≤ forty eight (48) hours	Upon Confirmation of Receipt, the Service Provider will begin work on the problem based on the queued system. The task will be assigned after validation and confirmation to the Development Team. The DBM is expected to provide an onsite contact to assist Service Provider to work through the problem.	1/10th of 1% of monthly contract price shall be imposed for every day of no resolution per problem or issue (pertaining to similar concerns raised to the helpdesk).
	P2	There is no data loss and the business service, or the application is still functioning in a limited manner.  Single or subset of users are affected. The issues may be	Initial update must take place within six (6) hours.  Succeeding updates will be sent daily.  Target Restoration:	Service Provider will either provide a fix or workaround.  For the fixes and patches that requires revision upgrades, Service Provider must make sure that all implemented fixes and patches from the previous version should	1/10th of 1% of monthly contract price shall be imposed for every day of no resolution per problem or issue (pertaining to similar concerns raised to the helpdesk).

Severity	Priority	Description	Update and Target Resolution Time	Target	Liquidated Damages
		temporarily circumvented using an available workaround.  Single user non-critical functions/procedures are affected	<= sixty (60) hours	be incorporated in the new version upgrade.	
ENHANCEMENT	N/A	Enhancement Requests	As per Service Provider Product Roadmap	Will be assigned to the Product Management Team when a complete description of the Enhancement is received with screenshots and examples where applicable. Based on the Product Roadmap, the Product Management team may decide on inclusion in a future release.	1/10th of 1% of the price of the unperformed portion of the services for each day of delay based on the approved change requests that contain the timelines for the development and deployment of the enhancement

The Service Provider shall be required to respond and address inquiries, questions, concerns, technical requests of the external service provider/s to the satisfaction of the DBM.

- 5.2 If the Service Provider fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract

price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract.

## **VI. WARRANTIES OF THE SERVICE PROVIDER**

- 6.1 The SERVICE PROVIDER warrants that it shall conform strictly to the terms and conditions of this TOR.
- 6.2 The SERVICE PROVIDER warrants represent and undertake the reliability of the services and that their manpower complements are hardworking, qualified/reliable, and dedicated to doing the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound.
- 6.3 The SERVICE PROVIDER in the performance of its services shall secure, maintain at its own expense all registration, licenses, or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The SERVICE PROVIDER undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authority relating to the use or operation of the installation.
- 6.4 The SERVICE PROVIDER's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 6.5 The SERVICE PROVIDER shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 6.6 The SERVICE PROVIDER shall be liable for loss, damage, or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any liabilities arising therefrom.
- 6.7 The SERVICE PROVIDER shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

- 6.8 The SERVICE PROVIDER shall post **ANY** of the following warranty security in accordance with Section 62.2.3.3 of the 2016 Revised IRR of Republic Act No. 9184:

<b>Form of Warranty Security</b>	<b>Amount of Warranty Security (Not less than the required percentage of the Total Contract Price)</b>
a) Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.  For biddings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank guarantee confirmed by a Universal or Commercial Bank. For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Ten percent (10%)
c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

## **VII. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Service Provider shall own all proprietary rights including patent, copyright, trade secret and other proprietary rights, in and to the Program(s), and any corrections, bug fixes, Enhancements, updates or other modifications to the Program(s), and any intellectual or other property rights therein shall be the exclusive property of Service Provider . Any patches, workarounds, Minor Releases or Major Releases provided to the DBM by Service Provider shall be subject to and governed by the Master Software License Agreement.
- 7.2 The Service Provider shall provide a copy of the source software, modifications, and any changes to the software system needs to be provided to the DBM.
- 7.3 The DBM shall retain ownership of all custom forms, business rules, custom reports



and third party system integrations developed by the Service Provider exclusively for the project under the Project Contract.

## **VIII. CONFIDENTIALITY OF DATA**

- 8.1 The Parties agree to hold all information, documents, software, reports, data, records, forms, and other materials provided by the other Party (“Confidential Information”) in confidence and agree not to use any Confidential Information except as expressly permitted by this Agreement. The Parties shall exercise the same degree of care, but no less than a reasonable degree of care, to protect the Confidential Information of the other Party as it does with its own confidential information. Neither Party will disclose Confidential Information of the other to third parties without the prior written consent of the disclosing Party. The Parties may disclose Confidential Information to their own employees or contractors only for the purposes of this Agreement provided each such employee or contractor has entered into a written confidentiality and non-disclosure agreement at least as restrictive as these provisions.
- 8.2 Confidential Information shall not include Information that can be established by the receiving Party, on a balance of probabilities, to be:
  - 8.2.1 Publicly available;
  - 8.2.2 Already known or in the possession of the receiving Party at the time of disclosure to it by the disclosing Party;
  - 8.2.3 Lawfully received from a third party without obligation of confidentiality;
  - 8.2.4 Independently developed by the receiving Party without reliance on Confidential Information; or
  - 8.2.5 Required to be disclosed by court order or other legal process provided that the receiving Party shall take all reasonable steps to permit the disclosing Party to limit such disclosure.
- 8.3 All project personnel of SERVICE PROVIDER shall be required to sign a Non-Disclosure Agreement (NDA)
- 8.4 The SERVICE PROVIDER agrees to hold the Proprietary Information in strict confidence. The SERVICE PROVIDER furthermore agrees not to reproduce, translate, or disclose the Proprietary Information to third parties without the prior written approval of the DBM.

## **IX. PAYMENT DETAILS**

- 9.1. Payment shall be made on a quarterly basis, in accordance with the actual support and maintenance services provided. The payment will exclude any applicable liquidated damages that cover the entire quarter, starting from the first day up to the last day of

the respective quarter in the applicable year.

- 9.2 The DBM shall retain one percent (1%) of the quarterly contract price as retention money every quarter for the duration of the contract and the service provider shall provide monthly service reports citing resolution of problem/issues raised. Upon submission of each monthly service report, the DBM shall review and verify the satisfactory completion of services rendered and, accordingly, release the amount of retention money as specified in the report.
- 9.3. Payment shall be made, subject to the submission of the following documentary requirements to the Chief Information Officer, after the applicable month/cut-off, all other supporting documentary requirements, and outputs provided under Items XII and XIII in accordance with budgeting, accounting, and auditing laws, rules, and regulations:
  - 9.3.1. Quarterly Service Report;
  - 9.3.2 Quarterly Supplier and Contractor Performance Evaluation Form;
  - 9.3.3 Non-Disclosure Agreement (NDA);
  - 9.3.4 Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group; and
  - 9.3.5 Sales Invoice / Billing Statement

## **X. PRE-TERMINATION OF CONTRACT**

- 10.1 The contract for the BTMS Cloud/Subscription-Based Licenses with Software Maintenance and Enhancements may be pre-terminated by the DBM for any violation of the terms of the contract. In the case of pre-termination, the SERVICE PROVIDER shall be informed by the DBM thirty (30) calendar days before such pre-termination.
- 10.2 In the case of pre-termination, the SERVICE PROVIDER shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.
- 10.3 The DBM shall have the right to blacklist the SERVICE PROVIDER in case of pre-termination.
- 10.4 The BTMS Cloud/Subscription-Based Licenses with Software Maintenance and Enhancements may be terminated by the DBM in accordance with the agreement to which these project terms are attached.

## **XI. PROJECT TIMELINE**

The duration of activities is estimated below:

<b>Item</b>	<b>Description</b>	<b>Duration</b> (T = receipt of the NTP)
1	Implementation (Reinstatement) of BTMS	T+ 2 months [Two (2) Months from receipt of NTP]
2	Interfaces	T + 6 months [Six (6) Months from receipt of the NTP]
3	Roll-out to the Remaining Spending Departments/Agencies	T + 3 to 36 months [Three (3) Months to Thirty-Six (36) Months from receipt of the NTP]

## **XII. PROJECT FINANCIALS**

### **A. Initial Implementation of BTMS [Two (2) months from receipt of the NTP]**

<b>Activity</b>	<b>Duration</b>	<b>Price</b> (Based on Activity Plan)	<b>Payment Terms</b>
Installation at the Cloud Infrastructure			The one hundred percent (100%) shall be based on the key project milestones in the Work Breakdown Structure (WBS) to be submitted by the
Reconfiguration of the UACS			
Reconfiguration of user roles, users, functional classes,			

security groups, and workflows			service provider.
Data Migration			
Functional and Technical Documentation			
Implementation of National Tax Allotment (NTA)			

**B. Subscription-based Licenses for BTMS (inclusive of software maintenance and training)**

<b>Description</b>	<b>FY 2024-2025</b>	<b>FY 2025-2026</b>	<b>FY 2026-2027</b>
<b>Number of Users</b>	1,904	7,684	9,707
<b>Annual Subscription Price</b>			
<b>Price per User</b>			
<b>Payment Terms</b>	Cost for 306 licenses upon commencement of the project shall be paid and succeeding payments shall be based on actual deployment and operational acceptance	Succeeding payments shall be based on actual deployment and operational acceptance	Succeeding payments shall be based on actual deployment and operational acceptance

**C. Four (4) Interfaces [Six (6) months from receipt of NTP]**

<b>Activity</b>	<b>Duration</b>	<b>Price (Based on Activity Plan)</b>	<b>Payment Terms</b>
mGEPS Interface			The one hundred percent (100%) shall be based on the key project milestones in the WBS to be submitted by the service provider.
Bank Interface			
Microsoft Entra ID Interface			
DMS Interface			

## Annex A.1

## Roll-Out Deployment Plan

Month (M)	Number of Users		
	FY 2024-2025	FY 2025-2026	FY 2026-2027
M1	306	476	170
M2	153	476	170
M3	136	476	170
<b>Quarter 1</b>	<b>595</b>	<b>1,428</b>	<b>510</b>
M4	136	476	170
M5	153	476	170
M6	153	476	170
<b>Quarter 2</b>	<b>442</b>	<b>1,428</b>	<b>510</b>
M7	153	476	170
M8	153	476	170
M9	153	493	170
<b>Quarter 3</b>	<b>459</b>	<b>1,445</b>	<b>510</b>
M10	153	493	170
M11	119	493	170
M12	136	493	153
<b>Quarter 4</b>	<b>408</b>	<b>1,479</b>	<b>493</b>
<b>Total Annual No. of Users</b>	<b>1,904</b>	<b>5,780</b>	<b>2,023</b>
<b>Total Cumulative No. of Users</b>	<b>1,904</b>	<b>7,684</b>	<b>9,707</b>

## ANNEX A.2

### LIST OF ENVISIONED BTMS USERS

		OBLIGATION				PURCHASE REQUEST			PURCHASE ORDER			GOODS RECEI VE NOTE		DISBURSEMENT VOUCHER					PAYMENT				RV  (Revenue Vouch er)		RRV (Reci pt Revenue Vouch er)		JOUR NAL VOUC HER		ASSET REGISTRY			ASSET DISPOSAL/A SSET TRANSFER			ASSET TRANSACTI ON (FINANCIAL TRANSACTIONS)			CUSTOD Y TRANSA CTION		BUDGET REALIGNME NT		
User Cou nt	User Type	B / S / O O B L C O M C R T R	B / S / O O B L C O R T R - H D	B D G T - O B L - D I V - C H F	BD GT_O BL_D IV_C HF	B / S / O O P U R C R E A T O R	B D G T - P P U R - D D I V - C H F	BD GT_O BL_D IV_C HF	B / S / O O P O R - C R E A T O R	B D G T - P P O R - D D I V - C H F	BD GT_O BL_D IV_C HF	P R O P S U P _ C R E A T O R	PS _D I V _ C H F	B / S / O O D V C R E A T O R	B / S / O O D V - C R T R - H D	ACCTG _D I V P R C E S S R	CHIEF _A C C O U N T A N T	FIN _D I R E C T O R	S D B M _D V A S E C _U S E C	C A S H D I V P R C C S R	C A S H _D I V P R C C S R	ADM _S E M A S E C _U S E C	S D B M _P M A S E C _U S E C	ACCCTG _D I V _C R E A T O R	ACCCTG _D I V _C H I E F	C A S H _D I V P R C C S R	C A S H _D I V _C H I E F	JE V _C R T R	JE V _R E V I E W	PR O P _S U P P L Y _C R E A T O R	AS E T _O F F I C E	ACC T _O F F I C E	PR O P _S U P P L Y _C R E A T O R	AS S E T _O F F I C E	AC T _O F F I C E	PR O P _S U P P L Y _C R E A T O R	AS S E T _O F F I C E	BUD GET_ CREA TOR	APPR OVER			
2	End User	E U				E U			E U					E U																												





[illegible]

