



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2017- 51

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Helpdesk Management Service," with an Approved Budget for the Contract of P16,000,000.00 for 16 months;

WHEREAS, on September 19, 2017, an Invitation to Bid was advertised in the Philippine Star, and posted on the Philippine Government Electronic Procurement System website, the DBM website and all DBM bulletin boards;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on October 3, 2017 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, three (3) prospective bidders, namely: (i) ePLDT Inc.; (ii) Incuventure Partners Corporation; and (iii) Pointwest Technologies Corporation, responded to the said Invitation and attended the Pre-bid Conference on October 10, 2017;

WHEREAS, during the submission and opening of bids on October 24, 2017, three (3) bidders, namely: (i) the Joint Venture of ePLDT Inc. and Curo Teknika Inc.; (ii) Pointwest Technologies Corporation; and (iii) the Joint Venture of Comclark Network & Technology Corporation and Philcox (Phils.) Inc., submitted their bids;

WHEREAS, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the following:

1. The submissions of the Joint Venture of ePLDT Inc. and Curo Teknika Inc. and the Joint Venture of Comclark Network & Technology Corporation and Philcox (Phils.) Inc. as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents; and
2. The submission of Pointwest Technologies Corporation as "failed" for passing an incomplete or patently insufficient Statement of Single Largest Completed Contract, as stated under Clause 24.2, Section II. Instructions to Bidders of the Bidding Documents; and for its failure to attach a certification by the Insurance Commission to its submitted surety bond, as required under Clause 12.1(b)(1.2), Section II. Instructions to Bidders of the Bidding Documents.

WHEREAS, after evaluation of the financial proposals, the BAC declared the submission of the Joint Venture of ePLDT Inc. and Curo Teknika Inc. as the Lowest Calculated Bid in the amount of P15,253,494.51;

WHEREAS, on October 27, 2017, the BAC received a Request for Reconsideration filed by Pointwest Technologies Corporation, requesting for the reconsideration of the decision of the BAC;

WHEREAS, under Resolution No. 2017-50 dated November 2, 2017, the BAC resolved to deny the Request for Reconsideration filed by Pointwest Technologies Corporation;

WHEREAS, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of the Joint Venture of ePLDT Inc. and Curo Teknika Inc. passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P15,253,494.51;

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Helpdesk Management Service," be awarded to the Joint Venture of ePLDT Inc. and Curo Teknika Inc., in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

ADOPTED, this 2nd day of November 2017 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


ANDREA CELENE M. MAGTALAS
End-User Representative


MERIKA JOANNA DELA PENA
B.U.D.G.E.T. Representative

not present
DOLORES E. GALURA
Member

not present
JESUSA DIMPNA O. LEJOS
Member


ROWENA CANDICE M. RUIZ
Member


RYAN S. LITA
Vice Chairperson

not present
CLARITO ALEJANDRO D. MAGSINO
Chairperson

☒ APPROVED
☐ DISAPPROVED


BENJAMIN E. DIOKNO
Secretary, DBM

Date: _____





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

NOTICE OF AWARD

November 2, 2017

MS. NERISSA S. RAMOS
Group Chief Operating Officer
ePLDT, Inc.
5/F L.V. Locsin Building
Makati City, Metro Manila

Dear **Ms. Ramos**:

We are pleased to inform you that the contract for the Project, "Helpdesk Management Service," is hereby awarded to your company in the amount of P15,253,494.51.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary





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

NOTICE OF AWARD

November 2, 2017

MS. NERISSA S. RAMOS

Group Chief Operating Officer

ePLDT, Inc.

5/F L.V. Locsin Building

Makati City, Metro Manila

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Very truly yours,


BENJAMIN E. DIOKNO
Secretary



Reliability
Lucia A. Sy
- Nov 9, 2017

CONTRACT No. 2017-_____

HELPDESK MANAGEMENT SERVICE

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 Secretary, **BENJAMIN E. DIOKNO**, hereinafter called the "**DBM**";

- and -

THE JOINT VENTURE OF ePLDT INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 5/F L.V. Locsin Building, Makati City, Metro Manila, and **CURO TEKNIKA INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 25th and 26th Floor, Cyberscape Alpha, Garnet and Sapphire Roads, Ortigas Center, Pasig City, Metro Manila, represented by **NERISSA S. RAMOS**, hereinafter referred to as the "**SUPPLIER**";


WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Helpdesk Management Service," and the bid of the Supplier is in the amount of Fifteen Million Two Hundred Fifty Three Thousand Four Hundred Ninety Four Pesos and 51/100 (P15,253,494.51), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last November 9, 2017, and the Supplier posted its performance security on November 17, 2017;

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 General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:



Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract

- E - Special Conditions of Contract
- F - Notice of Award
- G - Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2017 at General Solano St., San Miguel, Manila, Philippines.

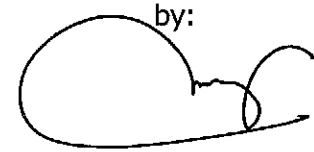
DEPARTMENT OF BUDGET
AND MANAGEMENT
by:


BENJAMIN E. DIOKNO
Secretary



The JOINT VENTURE OF ePLDT INC.
and CURO TEKNIKA INC.

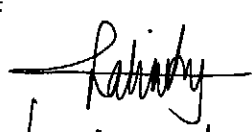
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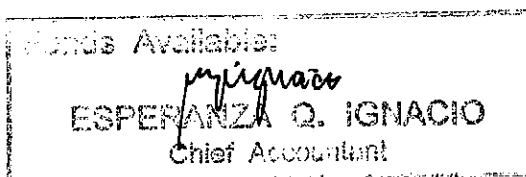

NERISSA S. RAMOS
Group Chief Operating Officer
ePLDT Inc.

SIGNED IN THE PRESENCE OF


ANDREA CELENE M. MAGTALAS
Director IV

Information and Communications Technology
Systems Service


Lucia A. Ag



OKS# 02101101 - 2017-11-2323

11/21/2017

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY of MAKATI) S.S.

BEFORE ME, a Notary Public for and in the City of MAKATI, Philippines on this 10th day of January, 2018 personally appeared the following:


NAME:	VALID ID	VALID UNTIL
NERISSA S. RAMOS	PASSPORT EB9046323	SEPT. 2, 2018

known to me to be the same person who executed the foregoing Contract and who acknowledged to me that the same is her free and voluntary act and deed and of the entity She represents.

This CONTRACT for the Helpdesk Management Service was signed by the parties, and their material witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this 10th day of January 2018.

Doc. No. 362
Page No. 75
Book No. 1
Series of 2018


MARIA YVET B. CARINGAL-DE CASTRO
Notary Public for the City of Makati
Until December 31, 2018
Appointment No. M-60
Roll of Attorneys No. 62192
PTR O.R. No. 5917869 - 01/09/17 Makati City
9/F MGO BLDG. LEGAZPI ST.
LEGAZPI VILL. MAKATI CITY, MM

Bid Form
(Revised)

Date: October 24, 2017

Invitation to Bid No.: DBM-2017-18

To: *DEPARTMENT OF BUDGET AND MANAGEMENT*
DBM BLDG., III, GENERAL SOLANO ST.,
SAN MIGUEL, MANILA

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "**Helpdesk Management Service,**" in conformity with the said Bidding Documents for the sum of FIFTEEN MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED NINETY FOUR AND 51/100 ONLY details is shown below: ₱ 15,253,494.51

Particulars	Total Cost (in Pesos, inclusive of VAT)
Helpdesk Management Service	<u>₱ 15,253,494.51</u>

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the ePLDT, Inc. Joint Venture with Curo Teknika Inc. to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Helpdesk Management Service** of the Department of Budget and Management.

[Handwritten signature and initials]

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.


Lucia A. Sy
[signature]

Senior Relationship Manager
[in the capacity of]

Dated this 24th day of Oct 2017.

Duly authorized to sign Bid for and on behalf of ePLDT INC. JOINT VENTURE WITH
CURO TEKNIKA INC.

by

@
for

Section VI. Schedule of Requirements (Revised)

The delivery schedule expressed as months stipulates hereafter the date of delivery to the project site.

A. Team Composition

Description	Quantity	Delivery Schedule
One (1) Helpdesk Lead and Five (5) Helpdesk Specialists	6	Before the 2nd month of operation upon receipt of the Notice to Proceed

- COMPLY

B. Project Milestone

Project Stage	Description	Delivery Schedule
1	Submission of the following documents: <ul style="list-style-type: none"> • Approved Inception Report: <ul style="list-style-type: none"> - Project Schedule - Support Structure - Risk Management Plan - Communications Plan - Transition Plan - Helpdesk Monitoring System Process - Customer Survey Plan - SLA - SOP - Process Flow 	Within a month upon receipt of the Notice to Proceed.
2	Installation of required Hardware, Network, PABX and Helpdesk Management Tool	Within the 2 nd month to the 3 rd month of operation upon receipt of the Notice to Proceed.
3	Knowledge Base Creation and Team Acquisition (a) Complete and updated Knowledge Base of DBM Applications and infrastructure (b) DBM Acceptance on hired Helpdesk Support Personnel	Within the 2 nd month to the 4 th month of operation upon receipt of the Notice to Proceed.
4	Helpdesk Support Operation <ul style="list-style-type: none"> ▪ Monthly Reports <ul style="list-style-type: none"> - Problem/Issue Logs and Resolutions - Incident Report - Customer Satisfaction Survey - Call Accounting - Service Delivery Performance - Knowledge Base Updates 	Within the 5 th month to the 16 th month of operation upon the receipt of the Notice to Proceed.

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5	Transition and Turnover (c) Turnover of all reports and document (d) Turnover acceptance	Within the 16 th month of operation upon receipt of the Notice to Proceed.
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- COMPLY

Note: Please refer to the attached Annex A for the detailed Project Timeline and List of Deliverables

I hereby certify to comply and deliver all the above requirements.

EPURT, INC.
Name of Company/Bidder


LUCIA A. SY
Signature Over Printed Name of Representative

10/24/17
Date

Handwritten notes and signatures at the bottom right of the page.

Section VI. Schedule of Requirements

The delivery schedule expressed as months stipulates hereafter the date of delivery to the project site.

Description	Quantity	Delivery Schedule
One (1) Helpdesk Lead and Five (5) Helpdesk Specialists	6	Before the 2nd month of operation upon receipt of the Notice to Proceed

COMPLY

Project Milestone	Description	Delivery Schedule
1	Submission of the following documents: <ul style="list-style-type: none"> - Inception Reports - Project Plan and Schedule - Project Schedule - Approved SLA - Risk Management Plan - Helpdesk Monitoring System Process - Standard Operating Procedures (SOP) - Communication Plan 	Within a month upon receipt of the Notice to Proceed.
2	Setup and Configuration of Hardware and Network Installation of Helpdesk Management Tool	Within the 2 nd month to the 3 rd month of operation upon receipt of the Notice to Proceed.
3	Documentation of Process for the Knowledge Transfer Procedures <ul style="list-style-type: none"> - Standards, Guidelines, Templates, Forms, Checklist - Identification of Baselines and Current Issues - Infrastructure and User Manuals - Knowledge Base Creation 	Within the 2 nd month to the 4 th month of operation upon receipt of the Notice to Proceed.
4-15	Helpdesk Support Operation <ul style="list-style-type: none"> - Conduct Regular Monthly Operation Review - Conduct Monthly Customer Satisfaction Survey - Provide Service Delivery Performance Assessment Report 	Within the 5 th month to the 15 th month of operation upon the receipt of the Notice to Proceed.

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COMPLY

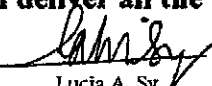
16	Turnover of all reports and document turnover acceptance	Within the 16 th month of operation upon receipt of the Notice to Proceed.
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COMPLY


Note: Please refer to the attached Annex A for the detailed Project Timeline and List of Deliverables

I hereby certify to comply and deliver all the above requirements.

ePLDT, Inc.
Name of Company/Bidder


Lucia A. Sy
Signature Over Printed Name of Representative

10/24/17
Date



Section VII. Technical Specifications (Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

The following outlines the support services to be provided by the Service Provider for all DEM applications and infrastructure.	Bidder's Statement of Compliance
I. Personnel Qualifications and Deployment Schedules (see attached Annex A item 1)	COMPLY
II. Level 1 Support and Troubleshooting (see attached Annex A item 2)	COMPLY
III. Approved Inception Reports (see attached Annex A item 3)	COMPLY
IV. Knowledge Base Creation (see attached Annex A item 4)	COMPLY
V. Environment Setup (see attached Annex A item 5)	COMPLY
VI. Customer Support System/Helpdesk Management Tool (see attached Annex A item 6)	COMPLY
VII. Reporting Channels (see attached Annex A item 7)	COMPLY
VIII. Service Level Agreement (see attached Annex A item 8)	COMPLY
IX. Automated Attendant System (see attached Annex A item 9)	COMPLY
X. Documentation and Technology Transfer (see attached Annex A item 10)	COMPLY

I hereby certify to comply with all the above Technical Specifications.

EPLOT, INC.
Name of Company/Bidder

LUCIA A. ST
Signature over Printed Name of Representative

10/24/17
Date

TERMS OF REFERENCE
(Revised)

I. PROJECT TITLE

Helpdesk Management Service

II. BACKGROUND

Over the years, the Department of Budget and Management (DBM) has developed and implemented several mission-critical applications originally intended for in-house use of DBM Central and Regional Offices as an automation tool in the national budget preparation and in managing the government's personnel service itemization.

As noted, the success of e-commerce drove governments to realize that citizens, now able to undertake transactions online, capable of using email as an important communications tool that sped up and changed the way we communicated with each other. The evolution of the worldwide web in the early 1990s created expectations that if businesses and the population at large could engage in online commerce and share knowledge and information in ways never before conceived, then it was incumbent on governments to provide online services. This phenomenon was a case of governments having to respond to a cultural change in the way people dealt with each other and with groups in society on an international basis. The high expectations of change resulted, by the mid-1990's in rapid development of e-government services.

In essence, because the public liked e-commerce when it worked properly, they began to want their governments to perform in the same way. In terms of services provided, e-government and e-governance developed along the same trajectory as had e-commerce previously. The internal operational aspects of e-commerce included rationalizing supply chains and business rules. This aspect was referred to as "back office" requirements in government, and it focused around rationalized workflow and information sharing.

The Exponential Power of Technology has allowed many advances in the practice of governance in recent years making no exception to DBM. The usage of DBM-developed applications crossed the boundary thus allowing external stakeholders (NGAs, LGUs) to collaborate and initiate participatory services. The paradigm shift in delivering citizen-centric and e-governance services hence now require efficient and effective customer assistance or helpdesk to provide frontline services relative to the application and network-related systems and applications. Thereafter, as more applications and complex network connectivity are developed and implemented consequently increasing user base, supporting the systems has presented challenges that necessitated for a more responsive customer assistance /help desk that is capable of providing application and infrastructure support for all DBM offices, national government agencies, operating units, and the general public when necessary.

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The extent of e-governance that DBM extends now to its internal and external stakeholders as an implementer of world-class budget and management systems that enhance transparency, accountability and public participation in governance leads to a must necessity of having a reliable, effective and efficient frontline services to assist stakeholders by providing a single (or multiple) point of contact for users to gain assistance in troubleshooting DBM-supported computer applications and platforms, get answers to questions, solve known problems in a timely and effective manner, and advise on the appropriate action.

III. PROJECT OBJECTIVES

The following are the objectives of the Service Provider for the entire duration of project:

1. To provide full application and infrastructure support to DBM central and regional offices, national government agencies, and operating units in accordance with the Service Level of Agreement (SLA);
2. To ensure a seamless processing of concerns and issues in coordination with the reporting client and the current maintenance service provider;
3. To improve efficiency of issue resolution and monitoring;
4. To provide a customer support system that will serve as the central monitoring and tracking tool throughout the request resolution cycle; and,
5. To reinforce business continuity despite issues and changes, both within and outside the normal course of operations;

COMPLY

IV. SCOPE OF WORK

The following outlines the support services to be provided by the Service Provider for all DBM applications and infrastructure.

1. Level 1 Support and Troubleshooting

The Service Provider shall maintain a Helpdesk Support team with a fixed number of resources in the DBM premises for the duration of the project. The Helpdesk Support team shall serve as the first level of support capable of taking initial inquiries through walk-in, mobile/phone call and text message, e-mail, facsimile, an online tool, and the revised Job Request Form (JRF) and exert all efforts to resolve all issues arising from the items mentioned below. In the event that issues are encountered, the Service Provider commits to the resolution of the issues in accordance with the SLA to be agreed upon with DBM and the current application maintenance provider. The Service Provider may opt to use physical phones or softphones to render its services.

COMPLY

1.1 Application Support

The Service Provider shall provide full application support to all existing applications catering to DBM users and other agencies, as well as applications to be implemented during the duration of the contract. This includes, but not limited to, guiding the users through specific application functionalities, granting user access, logging and resolving reported bugs or enhancements.

COMPLY

1.2 Infrastructure Support

The Service Provider shall provide remote support to the IT Infrastructure of DBM catering to DBM head office and regional offices. This includes, but not limited to,

troubleshooting and managing hardware, software or network problems. For hardware or network-related requests due to faulty equipment/parts/components, the Information and Communications Technology System Service (ICTSS) will issue a report attached in the Requisition Issued Slip of the requesting bureau. It will be subject to procurement and request shall remain open until the asset is turned over to the concerned office.

- COMPLY

2. Communications and Reporting

The Service Provider shall ensure seamless and effective communication among the units concerned with the helpdesk support. Well-documented reports shall be developed to facilitate effective and efficient communication among the project stakeholders.

The approved Inception Report shall include a well-documented project schedule, support structure, Service Level Agreement (SLA), risk management plan, communications plan, Standard Operating Procedures, helpdesk monitoring system process, and customer satisfaction survey plan.

The Service Provider shall establish an Incident Management Process that adheres to incident management best practices ensuring minimal impact to day-to-day business. It is the responsibility of the Helpdesk Support team to log all reported concerns in a ticketing system, recognize and escalate more complex problems to the next level of support, and monitor the progress of the issues from opening to resolution.

COMPLY

The Service Provider shall generate and submit monthly detailed reports in hard and soft copies to DBM project head showing reviews and statistics of but not limited to the support operations activities such as issues reported, issue status and turnaround time; and service delivery satisfaction assessments to keep the performance of Helpdesk Support team in check. The documentations shall be compiled to serve as future reference.

3. Knowledge Base

The Service Provider shall participate in Knowledge Transfer sessions to be conducted by DBM and the current application maintenance provider. The sessions shall have topics separately introduced and explained with regard to the DBM's existing and additional applications and infrastructure through the available sources of documentations such as user manuals and quick guides, baselines and current issues, process flows, standard communication scripts and among others.

The Service Provider shall eventually establish a Knowledge Base which will serve as central repository and reference on DBM applications, infrastructure and operating procedures. The Knowledge Base shall be built up from information gathered in the Knowledge Transfer and consolidation of previous issues and resolutions. This is to ensure that current and future helpdesk support members have easy access to information to effectively perform their duties. The Knowledge Base has to be constantly updated to reflect changes in the applications, infrastructure, and operating procedures.

COMPLY

4. Environment Setup

The Service Provider shall assign personnel only intended to conduct installation of hardware such as personal computers (PC), servers, phones, and other computer peripherals; and shall supply its own network requirements such as cables, hubs and an Internet Service Access (inclusive of VoIP). The Service Provider shall also provide its own toll-free PABX system for integration in the existing PABX system using the cable entrance facility of DBM when necessary.

COMPLY

5. Customer Support System

The Service Provider shall utilize a customer support system with the following features:

- a. Ticket Management
- b. Rules-based configuration for ticket routing and Service Level Agreement (SLA)
- c. Automatic email notification for ticket updates to be sent to the reporting client through the working e-mail being provided
- d. Online Customer Portal which DBM has access control that will allow clients who are DBM systems users to submit service requests online and monitor tickets created and updated by the Helpdesk Support
- e. Feedback mechanism that will allow clients to rate ticket resolution
- f. Accessible for the next level of support for tracking approval and documentation of all incident and change reports

COMPLY

6. Reporting Channels

The reporting clients shall be capable of transacting requests using the mode of accessible communication channels through walk-ins, mobile/phone calls and text messages; electronic platforms such as working e-mail, facsimile, and an Online Customer Portal, and the revised Job Request Form (JRF).

COMPLY

7. Service Level Agreement (SLA)

The Service Provider shall establish a Service Level Agreement (SLA) in coordination and agreement with DBM and the current application maintenance provider. The SLA will be strictly implemented to ensure that all issues are resolved in a timely manner depending on the severity of the issue as prescribed in the SLA. Furthermore, this will help minimize service outages and provide sustained levels of service to meet business needs.

COMPLY

Service requests have to be escalated methodically to ensure that they are addressed in a timely manner and at the proper level. DBM has an existing Escalation Procedure between the existing Helpdesk Support team and the maintenance service provider. This may be changed as recommended by the Service Provider. Escalation of problems should be done consistent with the agreed Escalation Procedures.

COMPLY

8. Automated Attendant System

The Service Provider shall implement additional extension number to the DBM trunkline in which the perspective reporting clients shall be redirected to the Helpdesk Support. The Automated Attendant shall serve as a digital receptionist that is configurable for mobile and phone communication channels to greet and route reporting clients to the appropriate Helpdesk Support Specialist. The Automated Attendant shall also have customizable menus and responses that is available twenty-four (24) hours and calls unanswered shall be redirected to voicemail and shall be responded in the next business hour/day if the Helpdesk Support is unavailable due to scheduled business cut-off, busy lines, special business announcements, holidays and suspensions. The Automated Attendant shall request their reporting client information and contact details in order for Helpdesk Support to provide them with appropriate actions.

COMPLY

9. Documentation and Technology Transfer

The Service Provider shall employ comprehensive documentation of methodologies, issues, solutions, best practices and other relevant information that could be useful for

COMPLY

DBM and to ensure smooth transition should DBM decide to assume the Helpdesk Support at the end of the project. At the end of the contract, the Service Provider shall turnover the knowledge base data including its Helpdesk Management tool and licenses at no cost to DBM.

COMPLY

V. PROJECT TIMELINE

		Month															
	Project Stage	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PM 1	Project Planning																
PM 2	Environment Setup																
PM 3	Knowledge Base Creation and Talent Acquisition																
PM 4	Helpdesk Support Operation																
	Transition and Turnover																

COMPLY

	Project Stage	Deliverables	Outputs
1	Project Planning	<ul style="list-style-type: none"> Identify Plan of Action and Evaluation (ITIL based) Define, Design, and Review Support Workflow Structure and Processes Define, Validate, and Document SLA Conduct Risk Assessment Form and Mobilize Support Team 	<ul style="list-style-type: none"> Approved Inception Report: <ul style="list-style-type: none"> - Project Schedule - Process Flow - Support Structure - Risk Management Plan - Communications Plan - Transition Plan - Helpdesk Monitoring System Process - Customer Survey Plan - Service Level Agreement - Standard Operating Procedures
2	Environment Setup	<ul style="list-style-type: none"> Hardware installation such as personal computers, phones, and other computer peripherals Network installation such as cables, hubs, and Internet Access Service (inclusive of VoIP) 	<ul style="list-style-type: none"> Installed required Hardware, Network, PABX, and Helpdesk Management tool

COMPLY

COMPLY

	Project Stage	Deliverables	Outputs	
		<ul style="list-style-type: none"> • Toll-free PABX system installation and integration with DBM PABX system • Helpdesk management tool installation 		- COMPLY
3	Knowledge Base Creation and Talent Acquisition	<ul style="list-style-type: none"> • Gather information from existing maintenance support teams - User Manuals and Quick Guides of applications and infra - Frequently Asked Questions (FAQs) - Communication Scripts - Business Processes/Rules • Documentation of Knowledge Base of applications and infrastructure • Orient and Train Support Team in the Processes and the Helpdesk Management tool 	<ul style="list-style-type: none"> • Complete and updated Knowledge Base of DBM applications and infrastructure • DBM Acceptance of hired Helpdesk Support personnel 	- COMPLY
4	Helpdesk Support Operation	<ul style="list-style-type: none"> • On-premise support through communication channels concerning applications and infrastructure • Implement and operate an ITIL based IT Service Management solution • Conduct of regular monthly metrics and reporting 	<ul style="list-style-type: none"> • Monthly Report <ul style="list-style-type: none"> - Problem/Issue Logs and Resolutions - Incident Report - Customer Satisfaction Survey Result - Call Accounting - Service Delivery Performance - Knowledge Base Updates 	- COMPLY
	Transition and Turnover	<ul style="list-style-type: none"> • Creation of Transition Plan and checklist for turnover • Reports assessment vs. SOP and SLA 	<ul style="list-style-type: none"> • Turnover of all reports and documentation • Turnover Acceptance 	- COMPLY

VI. SERVICE PROVIDER REQUIREMENTS

The Service Provider shall comply with the following requirements as part of their commitment to deliver the services imperative for this project.

1. Team Composition

The Helpdesk Support shall have a team with a minimum composition of one (1) Helpdesk Lead and five (5) Helpdesk Specialists divided to perform their designated duties: Three (3) Specialists for Application support and two (2) Specialists for Infrastructure support. The lead and specialist qualifications shall be evaluated through the resumes to be attached by the Service Provider to their bid documents.

1.1 Helpdesk Lead (1 Person)

General functions include managing and mentoring the helpdesk team to ensure optimum performance, monitoring reported service requests to ensure that the SLA and escalation procedures are followed, constantly communicate with concerned parties such as DBM, ICTSS, Maintenance Service Provider, and the reporting agencies; providing functional and technical assistance to the helpdesk team when necessary, and conducting analysis and documenting common issues to reduce turnaround time. The Helpdesk Lead shall also receive and resolve issues, create and consolidate monthly reports, and contribute in other Helpdesk Specialists activities.

- COMPLY

Qualifications:

- a. One (1) year of experience as a Helpdesk Senior Consultant or equivalent work experience
- b. Acquired foundation in Information Technology Infrastructure Library (ITIL) or any related internationally recognized standard pertaining to helpdesk management
- c. Three (3) years of experience as a Helpdesk Consultant or equivalent work experience
- d. Excellent oral and written communication skills
- e. Demonstrated leadership ability
- f. Ability to maintain a high level of professionalism
- g. Supervisory/Management experience
- h. Well-rounded IT Helpdesk experience
- i. Experience in phone-based technical support
- j. Proven ability to complete projects and duties in a self-directed manner
- k. Degree holder of BS in Information Technology, Computer Science or any degree course with IT-related background and training

COMPLY

Work Schedule:

The Helpdesk Lead must be available on-site during the regular working hours at DBM Office. The Helpdesk Lead shall employ weekday flexible time schedules starting between 7:00 a.m.-10:00 a.m. until between 4:00 p.m.-7:00 p.m. and must be On-Call 365x24x7 to ensure that the Helpdesk Lead is available to manage the Helpdesk Specialists in receiving requests during regular and extended working hours. The Helpdesk Lead shall provide on-premise support eight (8) hours a day, five (5) days a week with exception but not limited to holidays and suspensions.

- COMPLY

1.2 Helpdesk Specialist (5 Persons)

General functions include receiving service requests from various communication channels (walk-in, mobile and phone, e-mail, online tool, and JRF) appropriately directed to either of the needed support type; log requests or issues using a customer support system tool then resolve the issue in accordance with the SLA. The Specialists should be able to evaluate and recognize service requests for escalation to the next level of support and escalate it in accordance with the

- COMPLY

escalation procedures. The Helpdesk Specialists shall also document application user and infrastructure manuals, workflows, and other relevant documentation to be made available in the Knowledge Base. - COMPLY

Qualifications:

- a. One (1) year of experience in providing Helpdesk support
- b. Working knowledge of Helpdesk software, and remote computer
- c. Strong client-facing and communications skills
- d. Advanced troubleshooting and multi-tasking skills
- e. Customer service orientation
- f. Degree holder of BS in Information Technology, Computer Science or any degree course with IT-related background and training

COMPLY

Work Schedule:

The Helpdesk Specialists must be available on-site during the regular working hours at DBM Office. The Helpdesk Specialists shall employ weekday shifting schedules starting at 7:00 a.m.- 4:00 p.m. and 10:00 a.m.-7:00 p.m. to ensure that the Helpdesk Support is available to receive requests during regular and extended working hours. The Helpdesk Specialists must provide on-premise support eight (8) hours a day, five (5) days a week and additional Saturday standby support starting at 9:00 a.m.- 6:00 p.m. composed of one (1) Helpdesk Specialist per support type (application and infrastructure), with exception but not limited to holidays and suspensions. - COMPLY

2. *On-Premise Support.* The Service Provider shall be on-premise support intended for urgent requests through walk-ins, complying with the submission of Job Request Form (JRF) for resolution when necessary. - COMPLY
3. *Request for Leaves and Absences.* The Service Provider shall approve request for leaves of the assigned helpdesk resource/s. DBM requires that at least two (2) helpdesk resource/s shall be available on-premise for each support type at any given time to ensure that resource absences will not affect the quality of support. - COMPLY
4. *Request for Replacement.* For approved request for replacement of the assigned helpdesk resource/s, the Service Provider shall provide a replacement with similar capacity within thirty (30) days upon written notification from DBM. - COMPLY
5. *Additional Manpower.* The Service Provider shall deploy additional manpower for Helpdesk Support in accordance to the DBM terms of agreement and policies if necessary. - COMPLY
6. *DBM IT-Related Concerns.* The Helpdesk Support shall handle all concerns coursed through the hotline provided that it is within the scope as discussed above. If concern is non-IT related, knowledge on the general DBM unit functions and directory shall be used and the client shall be redirected to the appropriate unit. - COMPLY

7. *Other Duties and Responsibilities.* The Service Provider shall ensure all defects logged are closed at the end of the project; responsive in monitoring all defects identified during the support period; and provide support and clarification to the application users with regard to application usage and transacting in the application.

- COMPLY

8. *Data Security.* The Service Provider shall secure an encryption of the vital information of all reporting clients in accordance to the Data Privacy Act.

- COMPLY

9. Other requirements not stipulated are to be considered during the project kickoff and to be included in the Inception Report.

- COMPLY

VII. PROJECT DURATION

The Service Provider shall provide helpdesk support services for a period of sixteen (16) months.

VIII. PAYMENT TERMS

Milestone	Deliverables/Outputs	Percentage
PM 1 (Project Stage 1)	Completion and acceptance of outputs covering month one (1).	5%
PM 2 (Project Stage 2)	Completion and acceptance of outputs covering months two (2) to three (3).	25%
PM 3 (Project Stage 3)	Completion and acceptance of outputs covering month four (4).	10%
PM 4 (Project Stage 4 to 5)	Submission of the monthly report covering months five (5) to sixteen (16) equally divided to twelve (12) months.	55%
	Submission and turnover of all reports and documentations covering month sixteen (16) or at the end of contract.	5%
TOTAL		100%

COMPLY

IX. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract is **P16,000,000.00** inclusive of all applicable taxes.

- COMPLY

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

The following outlines the support services to be provided by the Service Provider for all DBM applications and infrastructure.	Bidder's Statement of Compliance
<p>1. <u>Knowledge Transfer</u> The Service Provider shall participate in Knowledge Transfer sessions to be conducted by the DBM and the current application maintenance provider with regard to the DBM applications and infrastructure. A well-documented process flow using appropriate tools and techniques, infrastructure and user manuals, and identification of baselines and current issues are expected to be produced at the end of this activity.</p>	COMPLY
<p>2. <u>Communication and Reporting</u> The Service Provider shall ensure seamless and effective communication among the units concerned with the helpdesk support. A Communications Plan shall be developed to facilitate effective and efficient communication among the project stakeholders. The Service Provider shall generate and submit monthly detailed reports to the DBM showing reviews and statistics of, but not limited to, issues reported, issue status and turnaround time to keep the performance of Helpdesk Support team in check. This will also serve as future reference on how to further improve the Helpdesk Support.</p> <p>Proper escalation of service requests is critical towards meeting the objectives of this project. Service requests have to be escalated methodically to ensure that they are addressed in a timely manner and at the proper level. The DBM has an existing Escalation Procedure between the existing Helpdesk Support team and the maintenance service provider. This may be changed as recommended by the Service Provider. Escalation of problems should be done, consistent with the agreed Escalation Procedures.</p>	COMPLY
<p>3. <u>Reporting Channels</u> Requests shall be transacted in the mode of accessible communication channels such as walk-in, mobile/phone call and text message, electronic platforms via e-mail, facsimile, and an online tool, and the revised Job Request Form (JRF).</p>	COMPLY
<p>4. <u>Service Level Agreement (SLA)</u> The Service Provider shall establish an SLA in coordination and agreement with the DBM and the current application maintenance provider. The SLA will be strictly implemented to ensure that all issues are resolved in a timely manner depending on the severity of the issue as prescribed in the SLA. Furthermore, this will help minimize service outages and provide sustained levels of service to meet business needs.</p>	COMPLY

<p>5. <u>Knowledge Base</u> The Service Provider shall establish a Knowledge Base which will serve as central repository and reference on DBM applications, infrastructure and operating procedures. The Knowledge Base shall be built up from information gathered in the Knowledge Transfer and consolidation of previous issues and resolutions. This is to ensure that current and future helpdesk support members have easy access to information in order for them to effectively perform their duties. The Knowledge Base has to be constantly updated to reflect changes in the applications and the infrastructure.</p>	COMPLY
<p>6. <u>Customer Support System</u> The Service Provider shall utilize a customer support system with the following features:</p> <ul style="list-style-type: none"> a. Ticket Management b. Rules-based configuration for ticket routing and SLA c. Automatic email and/or text notification for ticket updates to be sent to the reporting client d. Online Customer Portal which will allow clients to submit tickets online e. Feedback mechanism that will allow clients to rate ticket resolution 	COMPLY
<p>7. <u>Automated Attendant System</u> The Service Provider shall implement a digital receptionist that is configurable for mobile and phone communication channels to greet and route reporting clients to the appropriate Helpdesk Support Specialist. The Automated Attendant shall also have customizable menus and responses that are available twenty-four (24) hours, and calls unanswered may be redirected to voicemail if the Helpdesk Support is unavailable due to special business announcements, holidays and suspensions, and after business hours.</p>	COMPLY
<p>8. <u>Level 1 Support and Troubleshooting</u> The Service Provider shall maintain a Helpdesk Support team with a fixed number of resources in the DBM premises for the duration of the project. The Helpdesk Support team shall serve as the first level of support capable of taking initial inquiries through walk-in, mobile/phone call and text message, e-mail, facsimile, an online tool, and the revised Job Request Form (JRF), and exert all efforts to resolve all issues arising from the items mentioned below. In the event that issues are encountered, the Service Provider commits to the resolution of the issues in accordance with the SLA to be agreed upon by the DBM and the current application maintenance provider. The Service Provider may opt to use physical phones or softphones to render its services.</p> <p>8.1. <u>Application Support</u> The Service Provider shall provide full application support to all existing applications catering to DBM users and other agencies, as well as applications to be implemented during the duration of</p>	COMPLY

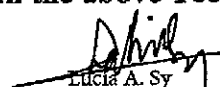
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the contract. This includes, but is not limited to, guiding the users through specific application functionalities, granting user access, logging and resolving reported bugs or enhancements.	COMPLY
<p>8.2. <u>Infrastructure Support</u></p> <p>The Service Provider shall provide remote support to the IT Infrastructure of DBM catering to the DBM head office and regional offices. This includes, but is not limited to, troubleshooting and managing hardware, software or network problems. For hardware or network-related requests due to faulty equipment/parts/components, the Information and Communications Technology Systems Service (ICTSS) will issue a report attached in the Requisition Issued Slip of the requesting bureau. It will be subject to procurement, and request shall remain open until the asset is turned over to the concerned office.</p>	COMPLY
<p>9. <u>Incident Management</u></p> <p>The Service Provider shall establish an Incident Management Process that adheres to incident management best practices ensuring minimal impact to day-to-day business. It is the responsibility of the Helpdesk Support team to log all reported concerns in a ticketing system, recognize and escalate more complex problems to the next level of support, and monitor the progress of the issues from opening to resolution.</p>	COMPLY
<p>10. <u>Documentation and Technology Transfer</u></p> <p>The Service Provider shall employ comprehensive documentation of methodologies, issues, solutions, best practices and other relevant information that could be useful for the DBM, and to ensure smooth transition should the DBM decide to assume the Helpdesk Support at the end of the project. This also includes turnover of the Knowledge Base contents to the DBM at the end of the project.</p>	COMPLY

Note: With reference to the attached Annex A – Terms of Reference

I hereby certify to comply with all the above Technical Specifications.

ePLDT Inc.
Name of Company/Bidder


Lucia A. Sy
Signature over Printed Name of Representative

10/24/17
Date

TERMS OF REFERENCE

I. PROJECT TITLE

Helpdesk Management Service

II. BACKGROUND

Over the years, the Department of Budget and Management (DBM) has developed and implemented several mission-critical applications originally intended for in-house use of DBM Central and Regional Offices as an automation tool in the national budget preparation and in managing the government's personnel service itemization.

As noted, the success of e-commerce drove governments to realize that citizens, now able to undertake transactions online, capable of using email as an important communications tool that sped up and changed the way we communicated with each other. The evolution of the worldwide web in the early 1990s created expectations that if businesses and the population at large could engage in online commerce and share knowledge and information in ways never before conceived, then it was incumbent on governments to provide online services. This phenomenon was a case of governments having to respond to a cultural change in the way people dealt with each other and with groups in society on an international basis. The high expectations of change resulted, by the mid-1990s, in rapid development of e-government services.

In essence, because the public liked e-commerce when it worked properly, they began to want their governments to perform in the same way. In terms of services provided, e-government and e-governance developed along the same trajectory as had e-commerce previously. The internal operational aspects of e-commerce included rationalizing supply chains and business rules. This aspect was referred to as "back office" requirements in government, and it focused around rationalized workflow and information sharing.

The Exponential Power of Technology has allowed many advances in the practice of governance in recent years making no exception to the DBM. The usage of DBM-developed applications crossed the boundary thus allowing external stakeholders (NGAs, LGUs) to collaborate and initiate participatory services. The paradigm shift in delivering citizen-centric and e-governance services, hence, now require efficient and effective customer assistance or helpdesk to provide frontline services relative to the application and network-related systems and applications. Thereafter, as more applications and complex network connectivity are developed and implemented consequently increasing user base, supporting the systems has presented challenges that necessitated for a more responsive customer assistance/help desk that is capable of providing application and infrastructure support for all DBM offices, national government agencies, operating units, and the general public when necessary.

The extent of e-governance that DBM extends now to its internal and external stakeholders as an implementer of world-class budget and management systems that enhance transparency,

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accountability and public participation in governance leads to a necessity of having a reliable, effective and efficient frontline services to assist stakeholders by providing a single (or multiple) point of contact for users to gain assistance in troubleshooting DBM-supported computer applications and platforms, get answers to questions, solve known problems in a timely and effective manner, and advise on the appropriate action.

III. PROJECT OBJECTIVES

The following are the objectives of the Service Provider for the entire duration of project:

1. To provide full application and infrastructure support to DBM central and regional offices, national government agencies, and operating units in accordance with the Service Level of Agreement (SLA);
2. To ensure a seamless processing of concerns and issues in coordination with the reporting client and the current maintenance service provider;
3. To improve efficiency of issue resolution and monitoring;
4. To provide a customer support system that will serve as the central monitoring and tracking tool throughout the request resolution cycle; and
5. To reinforce business continuity despite issues and changes, both within and outside the normal course of operations.

COMPLY

IV. SCOPE OF WORK

The following outlines the support services to be provided by the Service Provider for all DBM applications and infrastructure.

1. Knowledge Transfer

The Service Provider shall participate in Knowledge Transfer sessions to be conducted by the DBM and the current application maintenance provider with regard to the DBM applications and infrastructure. A well-documented process flow using appropriate tools and techniques, infrastructure and user manuals, and identification of baselines and current issues are expected to be produced at the end of this activity.

COMPLY

2. Communication and Reporting

The Service Provider shall ensure seamless and effective communication among the units concerned with the helpdesk support. A Communications Plan shall be developed to facilitate effective and efficient communication among the project stakeholders. The Service Provider shall generate and submit monthly detailed reports to the DBM showing reviews and statistics of, but not limited to, issues reported, issue status and turnaround time to keep the performance of Helpdesk Support team in check. This will also serve as future reference on how to further improve the Helpdesk Support.

COMPLY

Proper escalation of service requests is critical towards meeting the objectives of this project. Service requests have to be escalated methodically to ensure that they are addressed in a timely manner and at the proper level. The DBM has an existing Escalation Procedure between the existing Helpdesk Support team and the maintenance service provider. This may be changed as recommended by the Service Provider. Escalation of problems should be done, consistent with the agreed Escalation Procedures.

COMPLY

3. Reporting Channels

Requests shall be transacted in the mode of accessible communication channels such as walk-in, mobile/phone call and text message, electronic platforms via e-mail, facsimile, and an online tool, and the revised Job Request Form (JRF). COMPLY

4. SLA

The Service Provider shall establish an SLA in coordination and agreement with the DBM and the current application maintenance provider. The SLA will be strictly implemented to ensure that all issues are resolved in a timely manner depending on the severity of the issue as prescribed in the SLA. Furthermore, this will help minimize service outages and provide sustained levels of service to meet business needs. COMPLY

5. Knowledge Base

The Service Provider shall establish a Knowledge Base which will serve as central repository and reference on DBM applications, infrastructure and operating procedures. The Knowledge Base shall be built up from information gathered in the Knowledge Transfer and consolidation of previous issues and resolutions. This is to ensure that current and future helpdesk support members have easy access to information in order for them to effectively perform their duties. The Knowledge Base has to be constantly updated to reflect changes in the applications and the infrastructure. COMPLY

6. Customer Support System

The Service Provider shall utilize a customer support system with the following features:

- f. Ticket Management
 - g. Rules-based configuration for ticket routing and SLA
 - h. Automatic email notification for ticket updates to be sent to the reporting client
 - i. Online Customer Portal which will allow clients to submit tickets online
 - j. Feedback mechanism that will allow clients to rate ticket resolution
- COMPLY

7. Automated Attendant System

The Service Provider shall implement a digital receptionist that is configurable for mobile and phone communication channels to greet and route reporting clients to the appropriate Helpdesk Support Specialist. The Automated Attendant shall also have customizable menus and responses that are available twenty-four (24) hours and calls unanswered may be redirected to voicemail if the Helpdesk Support is unavailable due to special business announcements, holidays and suspensions, and after business hours. COMPLY

8. Level 1 Support and Troubleshooting

The Service Provider shall maintain a Helpdesk Support team with a fixed number of resources in the DBM premises for the duration of the project. The Helpdesk Support team shall serve as the first level of support capable of taking initial inquiries through walk-in, mobile/phone call and text message, e-mail, facsimile, an online tool, and the revised Job Request Form (JRF) and exert all efforts to resolve all issues arising from the items mentioned below. In the event that issues are encountered, the Service Provider commits to the resolution of the issues in accordance with the SLA to be agreed upon with DBM and the current application maintenance provider. The Service Provider may opt to use physical phones or softphones to render its services. COMPLY

8.1. Application Support

The Service Provider shall provide full application support to all existing applications catering to DBM users and other agencies, as well as applications to be implemented during the duration of the contract. This includes, but is not limited to, guiding the users through specific application functionalities, granting user access, logging and resolving reported bugs or enhancements.

COMPLY

8.2. Infrastructure Support

The Service Provider shall provide remote support to the IT Infrastructure of DBM catering to the DBM head office and regional offices. This includes, but is not limited to, troubleshooting and managing hardware, software or network problems. For hardware or network-related requests due to faulty equipment/parts/components, the Information and Communications Technology Systems Service (ICTSS) will issue a report attached in the Requisition Issued Slip of the requesting bureau. It will be subject to procurement, and request shall remain open until the asset is turned over to the concerned office.

COMPLY

9. Incident Management

The Service Provider shall establish an Incident Management Process that adheres to incident management best practices ensuring minimal impact to day-to-day business. It is the responsibility of the Helpdesk Support team to log all reported concerns in a ticketing system, recognize and escalate more complex problems to the next level of support, and monitor the progress of the issues from opening to resolution.

COMPLY

10. Documentation and Technology Transfer

The Service Provider shall employ comprehensive documentation of methodologies, issues, solutions, best practices and other relevant information that could be useful for the DBM, and to ensure smooth transition should the DBM decide to assume the Helpdesk Support at the end of the project. This also includes turnover of the Knowledge Base contents to the DBM at the end of the project.

COMPLY

V. **TEAM COMPOSITION**

The Helpdesk Support shall have a team with a minimum composition of one (1) Helpdesk Lead and five (5) Helpdesk Specialists divided to perform their designated duties: Three (3) Specialists for Application Support and two (2) Specialists for Infrastructure Support. The lead and specialist qualifications shall be evaluated through the resumes to be attached by the Service Providers to their bid documents.

COMPLY

1. Helpdesk Lead (1 Person)

General functions include managing and mentoring the helpdesk team to ensure optimum performance; monitoring reported service requests to ensure that the SLA and escalation procedures are followed; constant communication with concerned parties such as DBM, ICTSS, Maintenance Service Provider, and the reporting agencies; providing functional and technical assistance to the helpdesk team when necessary; and conducting analysis and documenting common issues to reduce turnaround time. The Helpdesk Lead shall also receive and resolve issues, create and consolidate monthly reports, and contribute in other Helpdesk Specialists activities.

COMPLY

Qualifications:

- a. One (1) year of experience as a Helpdesk Senior Consultant or equivalent work experience
- b. Acquired foundation in Information Technology Infrastructure Library (ITIL) or any related internationally recognized standard pertaining to helpdesk management
- c. Three (3) years of experience as a Helpdesk Consultant or equivalent work experience
- d. Excellent oral and written communication skills
- e. Demonstrated leadership ability
- f. Ability to maintain a high level of professionalism
- g. Supervisory/Management experience
- h. Well-rounded IT Helpdesk experience
- i. Experience in phone-based technical support
- j. Proven ability to complete projects and duties in a self-directed manner
- k. Degree holder of BS in Information Technology, Computer Science or any degree course with IT-related background and training

COMPLY

2. Helpdesk Specialist (5 Persons)

General functions include receiving service requests from various communication channels (walk-in, mobile and phone, e-mail, online tool, and JRF) appropriately directed to either of the needed support type; logging of requests or issues using a customer support system tool; and resolving the issue in accordance with the SLA. The Specialists should be able to evaluate and recognize service requests for escalation to the next level of support and escalate them in accordance with the escalation procedures. The Helpdesk Specialists shall also document application user and infrastructure manuals, workflows, and other relevant documentation to be made available in the Knowledge Base.

COMPLY

Qualifications:

- a. One (1) year of experience in providing Helpdesk support
- b. Working knowledge of Helpdesk software and remote computer
- c. Strong client-facing and communications skills
- d. Advanced troubleshooting and multi-tasking skills
- e. Customer service orientation
- f. Degree holder of BS in Information Technology, Computer Science or any degree course with IT-related background and training

COMPLY

VI. PROJECT TIMELINE COMPLY

		Month															
Task Name		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PM 1	Project Planning																
	Identify Support Structure, SLA, and Project Risks																
	Define Support Workflow Processes																
PM 2	Environment Setup																
PM 3	Knowledge Transfer																
	Knowledge Base Creation																
	Support Team Acquisition																
PM 4-15	Helpdesk Support Proper Review																
	Assessment Recommendations																
	Transition Planning and Turnover																

	Project Stage	Deliverables	Output/s
1	Project Planning	<ul style="list-style-type: none"> Project Award Contract Signing Project Kick-Off 	<ul style="list-style-type: none"> Inception Report Approved Project Plan Approved Project Schedule Work Breakdown Structure

COMPLY

	Project Stage	Deliverables	Output/s	
2	Identify Support Structure, SLA, and Project Risks	<ul style="list-style-type: none"> • Design and Review Support Structure • Define and Validate SLA • Document SLA • Risk Assessment 	<ul style="list-style-type: none"> • Approved SLA • Risk Management Plan • Helpdesk Monitoring System Process 	COMPLY
3	Define Support Workflow Processes	<ul style="list-style-type: none"> • Design Support Workflow Process (ITIL based) • Document Processes • Form and Mobilize Support Team 	<ul style="list-style-type: none"> • Standard Operating Procedures (SOP) • Communication Plan 	COMPLY
4	Environment Setup	<ul style="list-style-type: none"> • Hardware installation such as personal computers, phones, and other computer peripherals • Network installation such as cables, hubs, VoIP service provider • Toll-free PABX system installation and integration as an option • Helpdesk management tool installation 	<ul style="list-style-type: none"> • Installed required hardware, network and helpdesk management tool 	COMPLY
5	Knowledge Transfer	<ul style="list-style-type: none"> • Identify Knowledge Holders within the organization • Design a sharing mechanism to facilitate the Transfer • Create a Transfer Plan for execution, monitoring, and evaluation • Documentation and transfer of knowledge of applications and infrastructure 	<ul style="list-style-type: none"> • Process flow using appropriate tools and techniques such as standards, guidelines, templates, forms, checklists, etc. • Identification of Baselines and Current Issues • Infrastructure and User Manuals 	COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

6	Knowledge Base Creation	<ul style="list-style-type: none"> • Build up Knowledge Base from information gathered in the Knowledge Transfer • Consolidation of previous issues and resolution 	<ul style="list-style-type: none"> • Complete and usable Knowledge Base of DBM applications and infrastructure 	COMPLY
7	Helpdesk Support Acquisition	<ul style="list-style-type: none"> • Provide Helpdesk Support staff • Orient and Train Support Team in the Processes and the Service Desk platform • Execute Transition Plan 	<ul style="list-style-type: none"> • DBM Acceptance • Transition Plan 	COMPLY
8	Helpdesk Support Operation	<ul style="list-style-type: none"> • On-premise support through communication channels concerning applications and infrastructure • Implement and operate an ITIL based IT Service Management solution 	<ul style="list-style-type: none"> • Other documents <ul style="list-style-type: none"> ◦ Performance Report ◦ Problem Logs/Issue Logs ◦ Customer Satisfaction Survey ◦ Incident Statistics • Monthly Issue and Resolution • Monitoring Report <ul style="list-style-type: none"> ◦ Call Statistics 	COMPLY
9	Review	<ul style="list-style-type: none"> • Conduct of regular monthly operations review • Report performance and matrices 	<ul style="list-style-type: none"> • Metrics and Reporting <ul style="list-style-type: none"> ◦ Customer Satisfaction Survey with new support structure 	COMPLY
10	Assessment Recommendations	<ul style="list-style-type: none"> • Reports assessment vs. SOP and SLA 	<ul style="list-style-type: none"> • Service Delivery Performance Assessment 	COMPLY
11	Transition Planning and Turnover	<ul style="list-style-type: none"> • Creation of Transition Plan and checklist for turnover • Reports assessment vs. SOP and SLA 	<ul style="list-style-type: none"> • Turnover of all reports and documentation • Turnover Acceptance 	COMPLY

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VII. SERVICE PROVIDER REQUIREMENTS

The Service Provider shall comply with the following requirements as part of its commitment to deliver the services imperative for this project.

1. Available on-site during the regular working hours at DBM Office. The Service Provider shall employ weekday shifting schedules starting at 7:00AM - 4:00PM and 10:00AM - 7:00PM to ensure that the Helpdesk Support is available to receive requests during regular and extended working hours.
2. The Service Provider shall provide on-premise support eight (8) hours a day, five (5) days a week and additional Saturday standby support starting at 9:00am - 6:00pm composed of one (1) Helpdesk Specialist per support type (application and infrastructure), with exception but not limited to holidays and suspensions.
3. The Service Provider shall approve requests for leave of the assigned helpdesk resource/s. The DBM requires that at least two (2) helpdesk resources shall be available on-premise for each support type at any given time to ensure that resource absences will not affect the quality of support.
4. For approved request for replacement of the assigned helpdesk resource/s, the Service Provider shall provide a replacement with similar capacity within 30 days upon written notification from the DBM.
5. The Service Provider shall be on-premise support intended for urgent requests through walk-ins, complying with the submission of Job Request Form (JRF) for resolution when necessary.
6. The Service Provider shall deploy additional manpower for Helpdesk Support in accordance to the DBM terms of agreement and policies if necessary.
7. The Service Provider shall utilize its own hardware such as personal computers (PC), servers, phones, and other computer peripherals.
8. The Service Provider shall supply its own network requirements, such as cables, hubs and a VoIP service provider if necessary.
9. The Service Provider shall provide its own toll-free PABX system with an option for integration in the existing PABX system of the DBM if necessary.
10. Handle all concerns coursed through the hotline, provided that they are within the scope as discussed above. If the concern is non-IT related, knowledge on the general DBM unit functions and directory shall be used and the client shall be redirected to the appropriate unit.
11. Ensure issues are addressed in accordance with the SOP and the SLA.
12. Ensure all defects logged are closed at the end of the project. The Service Provider shall be responsible in monitoring all defects identified during the support period.
13. Provide support and clarification to the application users with regard to application usage and transacting in the application.
14. Systems monitoring, remote troubleshooting, and addressing the functionality, availability and performance issues.
15. The helpdesk support tool shall include incident and change management, request fulfillment, problem management, and SLA.
16. The Service Provider shall provide a tool that is accessible for the next level of support for tracking approval and documentation of all incident and change reports.

COMPLY

17. The Service Provider shall report to the DBM project head, and submit monthly progress and/or issues monitoring reports.
18. The Service Provider shall secure an encryption of the vital information of all reporting clients in accordance with the Data Privacy Act.
19. At the end of the contract, the Service Provider shall turn over the knowledge base data including its component software and licenses at no cost to the DBM.
20. Other requirements not stipulated are to be considered during the project kickoff and to be included in the Inception Report.

COMPLY

VIII. PROJECT DURATION

The Service Provider shall provide helpdesk support services for a period of sixteen (16) months.

COMPLY

IX. PAYMENT TERMS

Milestone	Deliverables/Outputs	Percentage
PM 1 (Project Stages 1 to 3)	Completion and acceptance of outputs covering month one (1).	5%
PM 2 (Project Stage 4)	Completion and acceptance of outputs covering months two (2) to three (3).	25%
PM 3 (Project Stages 5 to 7)	Completion and acceptance of outputs covering month four (4).	10%
PM 4 to 15 (Project Stages 8 to 10)	Submission of the monthly report covering months five (5) to fifteen (15) equally divided to eleven (11) months.	55%
PM 16 (Project Stage 11)	Submission and turnover of all reports and documentations covering month sixteen (16) or at the end of contract.	5%
	TOTAL	100%

COMPLY

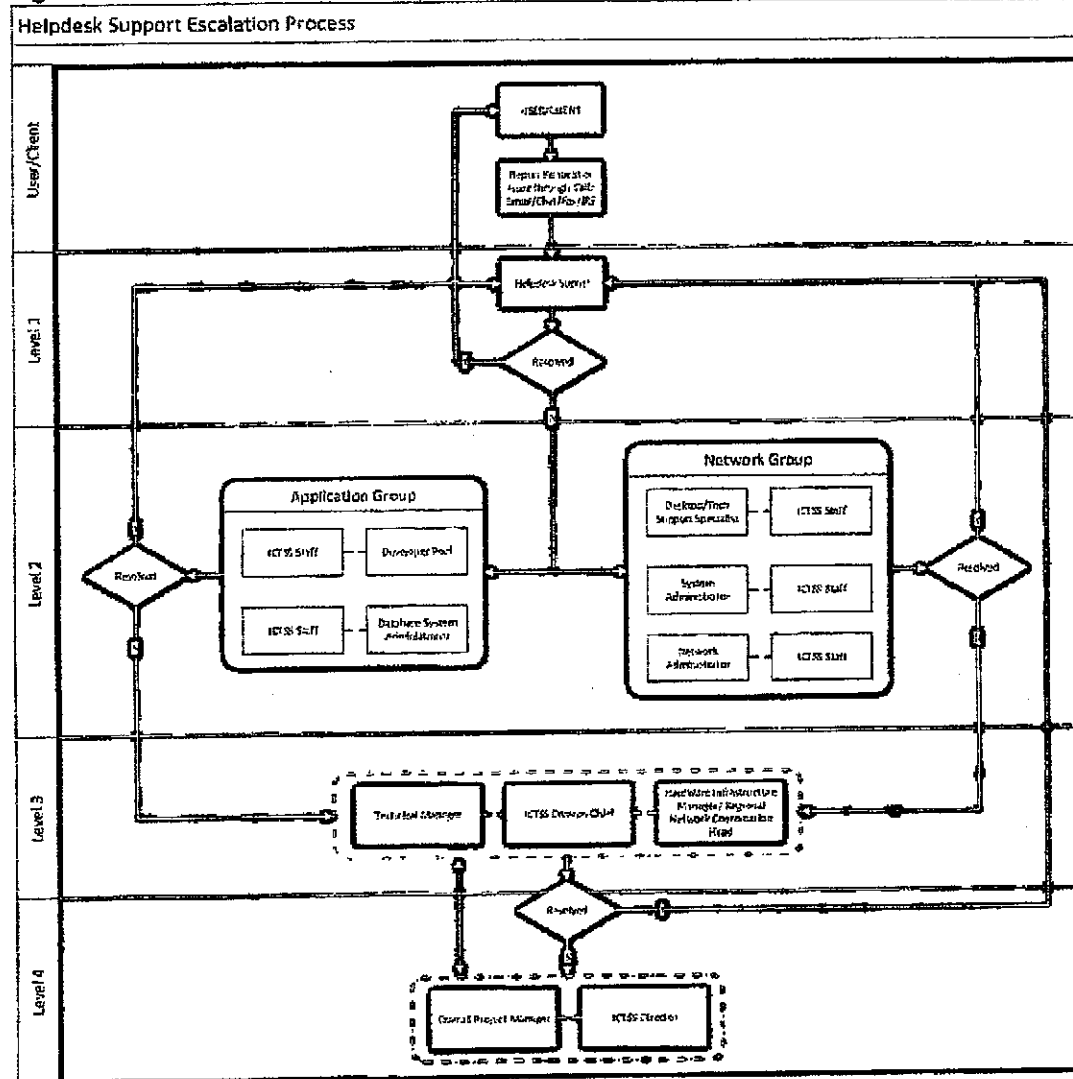
X. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract is P16,000,000.00 inclusive of all applicable taxes.

COMPLY

ANNEX

Figure 1. Escalation Procedure



COMPLY

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, 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, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods 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 Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier 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 Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE 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.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this 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, and coercive practices as defined in ITB Clause 3.1(a);
- (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.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM) .
1.1(i)	The Supplier is
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2017 General Appropriations Act and Multi-year Obligational Authority No. MYOA-BMB-C-17-0000022 in the amount of Sixteen Million Pesos (P16,000,000.00).</p>
1.1(k)	<p>The Project Site is:</p> <p>Department of Budget and Management DBM Building II, General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Department of Budget and Management Information and Communications Technology Systems Service (ICTSS) 3rd Floor, DBM Building II General Solano St., San Miguel, Manila Tel No. (02)657-3300 loc. 2358</p> <p style="padding-left: 40px;">Contact Person: Director Andrea Celene M. Magtalas ICTSS</p> <p>The Supplier's address for Notices is:</p>
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.4	Not applicable.
13.4(c)	No further instructions.
16.1	Not applicable.
17.3	Not applicable.
17.4	Not applicable.
19	Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, 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, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the DBM.



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

NOTICE OF AWARD

November 2, 2017

MS. NERISSA S. RAMOS
Group Chief Operating Officer
ePLDT, Inc.
5/F L.V. Locsin Building
Makati City, Metro Manila

Dear **Ms. Ramos:**

We are pleased to inform you that the contract for the Project, "Helpdesk Management Service," is hereby awarded to your company in the amount of P15,253,494.51.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary



Reliable
Lucia A. Sy
Nov 9, 2017

Market Office : 104F, Chaffern House, 116 Makoto cor. VA. Route 818,
 Salcedo Village, Makati City, Philippines
 Tel. No. (832) 845 8228 ; Fax No. (832) 886 2308

Rate :	0.550000 %
Prem.	25,168.27
DS	3,176.50
EVAT	3,020.20
NF/OTHERS	800.00
LGT	50.34
TOTAL	32,215.31

—00300—

That we, **ePLDT INC.** of 5th Floor, L.V. Locsin Bldg., Makati Avenue, Makati City as Principal, and the **ASIA INSURANCE (PHILS.) CORPORATION**, duly organized and existing under and by virtue of the laws of the Philippines with principal office at Plaza Lorenzo Ruiz, Binondo Manila, Philippines, as Surety, are held and firmly bound unto **DEPARTMENT OF BUDGET AND MANAGEMENT** in the amount **PESOS: FOUR MILLION FIVE HUNDRED SEVENTY SIX THOUSAND FORTY EIGHT & 35/100 ONLY (P4,576,048.35)**, Philippine Currency for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bounden Principal has entered into an agreement with the above Obligor to undertake the "HELPDESK MANAGEMENT SERVICE", as per Notice of Award dated November 2, 2017, a copy of which is hereto attached for reference;

WHEREAS, this bond is conditioned to guarantee the faithful performance of the Principal to complete the above-mentioned project. Provided, however, that the liability of the Surety under this bond shall in no case EXCEED the amount of PESOS: FOUR MILLION FIVE HUNDRED SEVENTY SIX THOUSAND FORTY EIGHT & 35/100 ONLY (P4,576,048.35), Philippine Currency;

-OO (NOTHING FOLLOWS) OO-

NOW, THEREFORE, the conditions of this obligation is such that if the above-bounden Principal shall truly and well comply with all the terms and conditions regulating the said Award, then this bond shall be null and void; otherwise, it shall remain in full force and effect.

WITNESS OUR HANDS AND SEALS this 9th day of November 2017, in the City of Manila, Philippines.

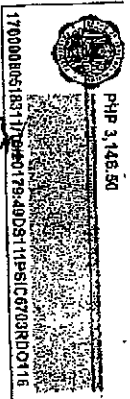
ASIA INSURANCE (PHILIPPINES) CORP.

(SUNDT)

LEONIBES S. DE LEON
Underwriting Manager, Surety & Motor

DIANA L. FERRANCO c/o AIPC
Witness to Surety

Witness to Principal



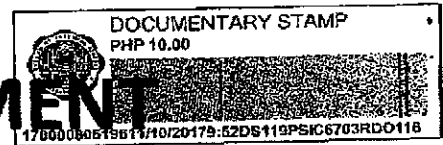
ASIA INSURANCE (PHILIPPINES) CORPORATION
(Formerly Asia Traders Insurance Corporation)

Manila Office 1675 Tyndall Plaza, Plaza Lorenzo Ruiz,
Binondo, Manila, Philippines 1005 P.O. Box 722
Tel. No. (832) 241 8201; Fax No. (832) 241 6257

Makati Office 1675 Clarkson House, 115 Makati cor. V.A. Rufino Sts.,
Sajudo Village, Makati City, Philippines
Tel. No. (832) 845 3220 Fax No. (832) 889 2309

AIPC BOND NO. G(13)-11308/NSMKT2

ACKNOWLEDGEMENT



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

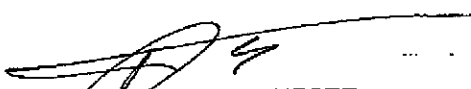
In the City of Manila, Philippines, this 9th day of November 2017, personally appeared before me:

NERISSA S. RAMOS with Tax Identification No. 102-091-931 in her capacity as Group Chief Operating Officer of ePLDT, INC. with Tax Identification No. 207-762-846-00000;

LEONIDES S. DE LEON with Social Security System No. 33-1310799-8, in his capacity as Underwriting Manager - Surety & Motor of **ASIA INSURANCE (PHILIPPINES) CORPORATION** with Tax Identification No. 000-740-925;

who executed the foregoing document, which they confirmed and ratified, declaring the same to be their free and voluntary act and deed and as well as the free and voluntary act and deed of the corporations represented herein.

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Book No. : XI
Series of : 2017


ATTY. ROMEO M. MONFORT
Commission Number 246
NOTARY PUBLIC
Until December 31, 2017
PTR No. 5913220, January 5, 2017, Makati City
126 Amoroso St., Legaspi Village, Makati City
Roll No. 27932
IBP No. 1062454, January 06, 2017, Pasig City

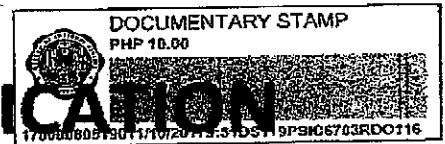
ASIA INSURANCE (PHILIPPINES) CORPORATION
(Formerly Asia Traders Insurance Corporation)

Makati Office: 15th, Typhoon Plaza, Plaza Lorenzo Ruiz,
Shawville, Manila, Philippines 1006 P.O. Box 722
Tel. No. (832) 241 6201; Fax No. (832) 241 6257

Makati Office: 15th, Crisham House, 216 Velez cor. V.A. Rufino St.,
Sobredo Village, Makati City, Philippines
Tel. No. (832) 845 3225; Fax No. (832) 865 2309

AIPC BOND NO. G(13)-11308/NSMKT2

AFFIDAVIT OF JUSTIFICATION



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

LEONIDES S. DE LEON of the **ASIA INSURANCE (PHILIPPINES) CORPORATION**, having been duly sworn, states and deposes that the said **ASIA INSURANCE (PHILIPPINES) CORPORATION**, is a corporation duly organized and existing under and by virtue of the laws of the Philippines and duly authorized to execute and furnish surety bonds for all purposes within said country and that it is actually worth the amount specified in the foregoing undertaking, to wit: **PESOS : FOUR MILLION FIVE HUNDRED SEVENTY SIX THOUSAND FORTY EIGHT & 35/100 ONLY (P4,576,048.35), PHILIPPINE CURRENCY** over and above all just debts and obligations and property exempt from execution, and that it has no pending obligation demandable and outstanding in any amount to the Government or any of its agencies as of the last day of the month proceeding the date the bond is issued or posted.

Asia Insurance (Philippines) Corporation
TIN - 000740-925

LEONIDES S. DE LEON
Underwriting Manager - Surety & Motor

SUBSCRIBED AND SWORN to before me this 9th day of November 2017, at Manila, Philippines, affiant exhibiting to me his Security System No. 33-1310799-8;

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Series of : 2017

ATTY. ROMEO M. MONFORT
Commission Number 246
NOTARY PUBLIC
Until December 31, 2017
PTR No. 5913220, January 5, 2017, Makati City
126 Amorsolo St., Legaspi Village, Makati City
Roll No. 27932
IBP No. 1062454, January 06, 2017, Pasig City

Blg. 2016/77-R
(No.) 2016/77-R



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
KOMISYON NG SEGURO
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang **ASIA INSURANCE (PHILIPPINES) CORPORATION**
(This is to certify that **NG LUNGSOD NG MAYNILA, PILIPINAS**

na isang pang **DI-BUHAY**
NON-LIFE
(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatampu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't labing-walo
day of December 2018

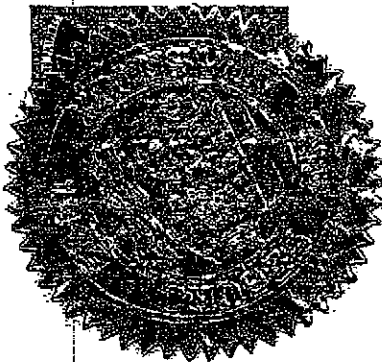
maliban kung agad na bawiin o pigilin ng may makatawirang dahilan.
unless sooner revoked or suspended for cause.)

Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,


sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Enero 2016.
effective on 1 January 2016.)



AO No. 34 issued on
April 2, 1946

Date Issued: _____


EMMANUEL V. DOOC
Insurance Commissioner

CERTIFIED TRUE COPY:
ASIA INSURANCE (PHILIPPINES) CORP.


Authorized Signatory



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

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MS. NERISSA S. RAMOS

Group Chief Operating Officer

ePLDT, Inc.

5/F L.V. Locsin Building

Makati City, Metro Manila

Dear **Ms. Ramos:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Helpdesk Management Service," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

BENJAMIN E. DIOKNO

Secretary



I acknowledge receipt and acceptance of this Notice on: _____

Name of Consultant and/or Representative: _____

Authorized Signature: _____

Jan 4, 2018

Neri A. Ramos

Neri A. Ramos