



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2019- 08- A

WHEREAS, the Office of the Chief Information Officer (OCIO) intends to engage the services of a Highly Technical Consultant to provide expertise and support in the planning, architecture, identification and implementation of solutions, infrastructure, and services needed for the Digital Imaging for Monitoring and Evaluation (DIME) Project;

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

WHEREAS, the OCIO recommended Mr. Ariel Alfonso Balita to be best suited to render the highly technical consultancy services;

WHEREAS, the DBM-Bids and Awards Committee (BAC), after taking into consideration all relevant factors, finds that the engagement of Mr. Ariel Alfonso Balita may be done under Section 53.7 of the 2016 Revised IRR of R.A. No. 9184;

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Officer-in-Charge of the Department of Budget and Management that the contract for the Project, "Technical Quality Assurance Partner (TQAP) for the Implementation of Project DIME," in the amount of Four Hundred Fifty Thousand Pesos (P450,000.00), be awarded to Mr. Ariel Alfonso Balita through Negotiated Procurement-Highly Technical Consultant, in accordance with R.A. No. 9184 and its 2016 Revised IRR.

ADOPTED, this 19th day of March 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


MA. SALVACION AXALAN
End-user Representative


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

E. Pangilinan
EDEN D. PANGILINAN
Member

not present
YOLANDA R. REYES
Member

not present
ROSEMARIE D. PAGALA
Alternate Member

not present
RYAN S. LITA
Vice Chairperson


CLARITO ALEJANDRO D. MAGSINO
Chairperson

Approved *as recommended*
 Disapproved

(Sgd.) JANET B. ABUEL
Officer-in-Charge, DBM

Date: _____



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

March 22, 2019

MR. ARIEL ALFONSO BALITA
Lot 2, Blk. 9, Mulberry Drive
Annex 41 Upper, Brgy. Sunvalley
Parañaque City


Dear **Mr. Balita:**

We are pleased to inform you that the contract for the Project, "Technical Quality Assurance Partner (TQAP) for the Implementation of Project DIME," is hereby awarded to you in the amount of P450,000.00.

Very truly yours,

(Sgd.) JANET B. ABUEL
Officer-in-Charge, DBM




ARIEL BALITA
04/11/2019



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

NOTICE TO PROCEED

MR. ARIEL ALFONSO BALITA

Lot 2, Blk. 9, Mulberry Drive
Annex 41 Upper, Brgy. Sunvalley
Parañaque City

Dear **Mr. Balita:**

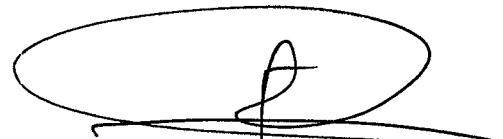
The attached Contract having been approved, notice is hereby given to you that your work may commence as the consultant for the Project, "Technical Quality Assurance Partner (TQAP) for the Implementation of Project DIME."

Thus, you shall be responsible for performing the services in coordination with the Office of the Chief Information Officer, under the terms and conditions of the Contract, and in accordance with the Terms of Reference.

Very truly yours,

(Sgd.) JANET B. ABUEL
Officer-in-Charge, DBM




ARIEL BALITA
05/29/2019

CONTRACT No. 2019- 07
Engagement of a Highly Technical Consultant-Technical Quality Assurance Partner (TQAP) for the Implementation of Project DIME

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 Officer-in-Charge, **JANET B. ABUEL**, hereinafter called "**the Client**;"

- and -

MR. ARIEL ALFONSO BALITA, hereinafter called "**the Consultant**," of legal age, Filipino, with residence address at Lot 2, Block 9, Mulberry Drive, Annex 41 Upper, Brgy. Sunvalley, Parañaque City;

WITNESSETH:

WHEREAS, the Client wishes to have the Consultant perform certain services and the Consultant is willing to provide or perform said services;

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

1. **Services**

The Consultant shall perform the services specified in Annex A, "Terms of Reference," which is made an integral part of this Contract ("The Services").

2. **Term**

The duration of the contract shall be for six (6) months and may be renewed subject to performance assessment.

3. **Payment**

For the Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed Four Hundred Fifty Thousand Pesos (P450,000.00) for the whole duration of the contract. This amount has been established based on the understanding that it includes all the Consultant's costs, including per diems and profits, as well as any tax obligation that may be imposed on the Consultant.

The cost of transportation, accommodation, administrative and other incidental expenses to be incurred by the Consultant relative to his travels outside of Metro Manila that are necessary in the performance of his functions shall be borne by the DBM, on a reimbursement basis, subject to existing budgeting, accounting and auditing rules and regulations.

The release of payment is subject to the submission of the outputs and deliverables required in Annex A, as certified by the Client Coordinator or his duly authorized

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Handwritten initials or signatures at the bottom center.

representative. Any change in the delivery dates shall be mutually agreed upon in writing between the Client and the Consultant.

3. **Project Administrator**

The Client designates Assistant Secretary Clarito Alejandro D. Magsino as Client Coordinator. The Coordinator shall be responsible for the review, acceptance and approval of the detailed technical contents of the Consultant's reports, outputs and deliverables, and recommend payment for Services rendered by the Consultant.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. **Confidentiality**

The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations, without the prior written consent of the Client Coordinator or his duly authorized representative.

Confidential information refers to all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

The foregoing provision shall not apply in any of the following instances:

- a) If the confidential information, or any part thereof, is at the time of disclosure of the Consultant, already a part of public domain or has become generally available to the public, other than by reason of a breach of the terms of this Contract; or
- b) If disclosure of the confidential information, or any part thereof, is required by competent governmental or other regulatory authorities pursuant to applicable laws and regulations in force in the Philippines.

Further, he shall not engage in any activity or any action or make any kind of public pronouncement which may adversely affect the implementation of the project.

7. **Ownership of Materials**

Any studies, reports or other materials, graphic software or otherwise, prepared by the Consultant for the Client under this Contract shall belong to and will remain the property of the Client. The Consultant may retain a copy of such documents and software, exclusively for record purposes.

Moreover, the Consultant shall seek permission from the Secretary of the Client or her duly authorized representative should he wish to use/reproduce these materials in parts or in their entirety.

8. **Insurance**

The Consultant shall be responsible for taking out any appropriate insurance coverage.

9. **Assignment**

The Consultant shall not assign this Contract or subcontract any portion of it without the Client Coordinator or his duly authorized representative's prior written consent.

10. **Law Governing Contract**

The Contract shall be governed by the laws of the Philippines.

11. **Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the Client and the Consultant shall be referred to adjudication or arbitration, in accordance with the laws of the Philippines.

12. **Termination**

The Client or the Consultant may extra-judicially terminate this Contract for any reason, by notifying the other party, in writing, two (2) weeks prior to the intended effective date of termination.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this **MAY 28 2019** day of **MAY**, 2019 at General Solano St., San Miguel, Manila, Philippines.

FOR THE CLIENT:

(Sgd.) **JANET B. ABUEL**
Officer-in-Charge, DBM



FOR THE CONSULTANT:

ARIEL ALFONSO BALITA
Consultant

SIGNED IN THE PRESENCE OF

CLARITO ALEJANDRO D. MAGSINO
Assistant Secretary

MA. SALVACION M. AXAYAN
PDBIU

ACKNOWLEDGMENT

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

MANILA

BEFORE ME, a Notary Public for and in the City of _____, Philippines on **MAY 28 2019**
day of _____, 2019 personally appeared the following:

NAME	VALID ID	VALID UNTIL
JANET B. ABUEL	DBM ID No.	

ARIEL ALFONSO BALITA

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Engagement of a Highly Technical Consultant-Technical Quality Assurance Partner (TQAP) for the Implementation of Project DIME was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of **MAY 28 2019**, 2019.

Doc. No 288
Page No 58 ;
Book No 778
Series of 2019.

ATTY. GARY CAMITAN AURE
 NOTARY PUBLIC, ROLL NO. 60777
 PTR No. 8328975 Issued on Dec. 27, 2018 Until Dec. 31, 2019 Manila
 16P Lifetime No. 114549 Issued on Feb. 2, 2016
 Commission No. 2018-072 Issued on Feb. 28, 2018 Until Dec. 31, 2019 Manila
 MCLE No. VI-0006796 Issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022
 Office Address: Room 306 3F NFWC Bldg. Escoda Corner San-Marcelino St. Ermita, Manila
 TIN No. 719-033-727-000

Funds Available:
my signature
ESPERANZA Q. IGNACIO
 Chief Accountant

CRS# 02101101 2019-05-778
5/2/2019

Handwritten initials

TERMS OF REFERENCE FOR THE TECHNICAL QUALITY ASSURANCE PARTNER FOR PROJECT DIME

MR. ARIEL BALITA

A. Background

The Philippine government has allotted billions of Pesos on projects aimed at improving basic services and uplifting the quality of life for everyone. Unfortunately a good number of this projects are poorly done, incomplete or nothing was delivered. Millions of Pesos are lost due to lack of management and transparency. Such state is an open invitation to corruption and unscrupulous people.

To address the issue, different government has instituted structures to provide transparency and accountability. This system has not really been effective given that behind the "transparency and accountability" structure is the weakest link, an individual that can be threatened and tempted to accept and approve unsatisfactory projects. The challenge therefore is how to establish an infrastructure of transparency and accountability without comprising the people running it.

The DBM in cooperation with other agencies will address this age old problem with the Project DIME. DIME, short for the Digital Imaging for Monitoring and Evaluation of government projects is intended to monitor the projects through the use of technology.

This is a mechanism that will give feedback to DBM and other agencies on the progress of the projects. With DIME, projects can be monitored remotely and automatically. Reports by project proponents and contractors can now be compared and evaluated. Discrepancies between what DIMES has captured Vis-a -Vis reports by proponents and contractors would be reported immediately for evaluation.

Phase 1

Classification of the different projects, identify the application and infrastructure required for the projects. Identify the agencies and the projects to be part of DIME for the initial launch.

Establishment of the DIME Core Team

Plan for the proof of concept (POC), define the scope and parameters of the POC

Phase 2

Requisition and procurement of application and equipment for the POC. Launching of the Proof of Concept.

Phase 3

Evaluation of the POC output and the infrastructure. Modify the infrastructure and DIME structure if need be. Identify the projects to be included for the soft launch of DIME. Establishment of the DIME Operation office Soft launch of the DIME

Phase 4

Evaluate the output from the DIME soft launch and delivery of the full DIME infrastructure and personnel.

B. Objective

DBM is seeking to engage a consultant that will provide highly technical expertise and support in the planning, architecting, identifying and implementation of solutions, infrastructure and services needed for the project DIME. To plan, advise and complement the DBM DIME Team in monitoring physical accomplishments of big tickets project in the government.

C. Scope of Work

1. Planning and designing of DIME Portal
2. Development of DIME Portal; writing the codes to build the DIME Portal.
3. Testing.
4. Hardware and software configuration.
5. Deployment to production.
6. Training and Documentations.

D. Deliverables and Payment Schedule

The table below listed the proposed payment schedule for the TQAP services to be provided by the TQAP for the period of six months. The % of Payment indicated in the table below is the % of the total cost quoted towards the assignment. The total amount is Four Hundred Fifty Thousand Pesos Only (P 450,000.00).

DELIVERABLES as Contract of Service	% of Payment
Development of Project DIME Portal, including installation, configuration, testing and deployment to production environment.	70%
Development of Chatbot facility.	
Conduct training / workshop on DIME Portal	20%
Documentations <ul style="list-style-type: none">• Functional Specifications• Technical Requirements• User Manual Guide	10%

E. Implementation Arrangement

The Consultant will report to the OCIO. The Consultant will also work closely with the DBM IT Team.