

### REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF BUDGET AND MANAGEMENT**

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

#### SUPPLEMENTAL/BID BULLETIN (SBB) NO. 1

This SBB No. 1 dated June 3, 2025 for **Project ID No. DBM-2025-29**, "Managed Services for the Development of the Budget and Management System of the Department of Budget and Management," is issued pursuant to Section 22.5 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, to clarify, modify or amend items in the Bidding Documents. Accordingly, this shall form an integral part of the Bidding Documents.

#### **PARTICULARS**

#### AMENDMENTS/CLARIFICATIONS

#### **Section I. Request for Expression of Interest**

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XXX

XXX

3. The DBM will hold a meeting on the eligibility documents with the prospective bidders/interested consultants (i.e., Consulting Firm/Group) on May 27, 2025, 9:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, and/or through video conferencing or webcasting, which shall be open to prospective bidders/interested consultants.

In case of video conferencing or webcasting, the prospective bidders/interested consultants are advised to first log in the BAC waiting room, <a href="https://bit.ly/DBMBAC-WaitingRoom">https://bit.ly/DBMBAC-WaitingRoom</a>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders/interested consultants before the start of the meeting on the eligibility documents.

The eligibility documents of interested consultants must be duly received by the BAC Secretariat or the DBM-Central Records Division on or before **June 6**, **2025**, **9:00 a.m.** Late bids shall not be accepted. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

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Bid opening shall be on June 6, 2025, 9:00 a.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who physically present at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, <a href="https://bit.ly/DBM-BACWaitingRoom">https://bit.ly/DBM-BACWaitingRoom</a> and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

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XXX

#### Section III. Eligibility Data Sheet

Eligibility Documents		
	XXX	
2.1(a)(ii)	The List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started shall include all such contracts prior to June 6, 2025 (see TPF 11 for format).  Likewise, the statement of all Government and Private Contracts Completed which are Similar in Nature shall be submitted (see TPF 10 for format).	
xxx		
8.1	The date and time of opening of eligibility documents is June 6, 2025, 9:00 a.m., at the	

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XXX

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XXX

XXX

#### **Section VI. Terms of Reference**

xxx

#### 5.0 SCOPE OF WORK

XXX

5.2 Scope coverage for the three (3) phases will be based on the requirements sign-off / System requirements document (SRD) reviewed and updated every six (6) months and may be changed depending critically on and/or urgency of the requirements. The scope coverage will be dependent on the capability and capacity of the assigned consultants to the project.

#### Section VI. Terms of Reference (REVISED)

XXX

XXX

#### 5.0 SCOPE OF WORK

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5.2 Scope coverage for the three (3) **BASED** phases. ON ATTACHMENT 2: HIGH-LEVEL ROADMAP will be based on the requirements sign-off System requirements document (SRD) reviewed and updated every six (6) months and may be changed depending on critically and/or urgency of the requirements. The scope coverage will be dependent on the capability and

capacity of the assigned consultants to the project. XXXXXX7.0 OBLIGATION OF THE SERVICE 7.0 OBLIGATIONS OF THE SERVICE **PROVIDER PROVIDER** XXX7.8 THE SERVICE PROVIDER IS EXPECTED TO ACCOMPLISH ALL SPECIFIED DELIVERABLES IN STRICT ADHERENCE TO THE TIMELINE AND MILESTONES **OUTLINED IN ITEM 9.0, TERMS** OF PAYMENT AND MILESTONE. XXXXXX8.0 OBLIGATIONS **OF** THE 8.0 OBLIGATIONS OF THE PROCURING PROCURING ENTITY **ENTITY** XXX8.4 PAYMENT SHALL BE BASED ON **COMPLETION** OF THE **MILESTONES OUTLINED** IN ITEM 9.0, TERMS OF PAYMENT AND MILESTONE, AND SHALL BE SUBJECT TO APPLICABLE ACCOUNTING, **BUDGETING,** AND AUDITING RULES. xxxXXXTPF 10. Statement of all Government and TPF 10. Statement of all Government and Private Contracts Completed which are Private Contracts Completed which are Similar in Nature Similar in Nature (REVISED) XXXXXX**Instructions: Instructions:** Projects should be completed within five Projects should be completed within five a) a) (5) years immediately preceding June 6, (5) years immediately preceding June 6 2025. **10**, 2025. XXXXXX

TPF 11. List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started (REVISED)	
XXX	
Instructions:	
i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded) prior to June 6 10, 2025	
xxx	
Attached are the following documents which should be used as part of the Bidding Documents to be submitted by the bidders:  1. TPF 10. Statement of all Government and Private Contracts Completed which are Similar in Nature (REVISED); and 2. TPF 11. List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started (REVISED)  Attached for guidance of the bidders are Terms of Reference (Revised) which shall form part of the Bidding Documents.	

#### **Other matters:**

- ➤ The "No Contact Rule" shall be strictly observed. Bidders are not allowed to communicate with any member of the Bids and Awards Committee, Technical Working Group or Secretariat effective June 10, 2024 right after the opening of bids.
- > For guidance and information of all concerned.

#### **RAMON VICENTE B. ASUNCION**

Assistant Secretary Vice Chairperson, DBM-BAC



## TPF 10. Statement of all Government and Private Contracts Completed which are Similar in Nature (REVISED)

Business Name: _		
Business Address	S:	

Name of Client, Contact Person, Contact Number, and Email Address	Date of the Contract	Kinds of Consulting Services	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract
Government					
<u>Private</u>					

Submitted by	: (Printed Name and Signature)
Designation	:
Date	:

#### **Instructions:**

- a) Projects should be completed within five (5) years immediately preceding June 10, 2025.
- b) Completed contract:
  - (i) Similar contracts shall refer to any of the following:
    - a. Design, development, configuration, deployment, and implementation of a portal, solution, platform, or system that automates workflow processes utilizing low-code front-end platforms and robotic process automation tools; or
    - b. projects using, adopting, and deploying in OutSystems 1 and Appian. 2
  - (ii) If there is no similar completed contract in a year, state **none** or equivalent term. This shall not be a basis for disqualification.

<sup>&</sup>lt;sup>1</sup> Existing Lowcode Front End Platform of DBM

<sup>&</sup>lt;sup>2</sup> Existing Business Process Management (BPM)/ Robotic Process Automation (RPA) Platform of DBM

c) Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification."

Moreover, GPPB Non-Policy Matter Opinion No. 041-2014 dated October 9, 2014 partially states that "even contracts that include non-disclosure agreements or confidentiality clauses are required to be disclosed. It is likewise good to clarify that the requirement refers to a "statement" to be made by the bidder relative to all its ongoing and private contracts, and not the actual submission of the physical contracts."

#### TPF 11. List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started (REVISED)

Business Name: Business Address:_				
Name of Client, Contact Person, Contact Number, and	Date of the	Kinds of Consulting	Value of Outstanding	Data of Data

Contact Person, Contact Number, and Email Address	Date of the Contract	Kinds of Consulting Services	Value of Outstanding Contracts	Date of Delivery
Government				
<u>Private</u>				

Submitted by	:
	(Printed Name and Signature)
Designation	:
Date	:

#### **Instructions:**

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded) prior to June 6, 2025.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. Please note that item 6.4 of the Government Procurement Policy Board (GPPB) Circular No. 04-2020 dated September 16, 2020 states that, "[t]he PEs shall check compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification."

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# Terms of Reference (Revised)

#### 1.0 PROJECT TITLE

Managed Services for the Development of the Budget and Management System of the Department of Budget and Management.

#### 2.0 OVERVIEW OF THE PROJECT

Aligning with the digital transformation effort of DBM and IFMIS, the Budget Management System shall streamline, optimize and automate identified processes and gaps in the existing Budget Management Cycle and systems of the Department of Budget and Management. This initiative aligns with the overall Enterprise Data Architecture roadmap and GovTech vision of DBM.

The preceding phase of the Budget Management System (BM) project, currently being implemented by the Department of Budget and Management, focuses on the design, development and initial deployment of the National Expenditure Program (NEP) application and data-driven dashboards / monitoring tools and reports that will enable oversight agencies, especially DBM to have insights, data access and necessary reports as part of the budget cycle.

The proposed multi-year renewal seeks to continue and build upon this progress, focusing on the implementation of identified enhancements, expansion to cover other areas of the budget and management cycle and integration with existing systems, and ensuring sustainable and secure access for Agencies.

#### 3.0 OBJECTIVE OF THE PROJECT

This multi-year renewal builds on the existing foundation of the Budget Management Project and aims to continue the implementation of identified enhancements and required development efforts. Over the next three years, the project will expand coverage to all phases of the Budget Management Cycle (Preparation, Legislation, Execution, Accountability), with emphasis on the usage of the Implementing Agencies:

- **3.1.** Continuous improvement of the existing Budget and Management (BM) Application which focuses on the generation of data driven dashboards and NEP report and workflows.
- **3.2.** Automation and development of improvements/enhancements aligning to IMF recommendations and identified system gaps and manual processes from the output of design thinking workshop.
- **3.3.** Analysis of existing legacy systems for Agencies and redevelopment of identified priority applications
- **3.4.** Integrate and simplify access to systems and fiscal information for the oversight and implementing agencies using a Single Portal interface.
- **3.5.** Interoperability with legacy systems (e.g., Oracle 19C) and cross-agency platforms (COA, BTr, DOF) as necessary.

#### 4.0 DURATION OF CONTRACT

The Contract Period for the project is thirty-six (36) months upon the issuance of the Notice to Proceed (NTP).

#### 5.0 SCOPE OF WORK

- **5.1.** The Service Provider shall perform services across three phases within a thirty-six (36) months timeframe as listed below in Attachment 2.
- **5.2.** Scope coverage for the three (3) phases, based on Attachment 2: High-Level Roadmap will be based on the requirements sign-off / System requirements document (SRD) reviewed and updated every six (6) months and may be changed depending on criticality and/or urgency of the requirements. The scope coverage will be dependent on the capability and capacity of the assigned consultants to the project.
- **5.3.** The updates and/or changes in the requirements sign-off / System requirements document (SRD) under this provision will be subject to the approval of the Project Steering Committee of DBM and the service provider.

#### 5.4. Development and Enhancement Services

- 5.4.1. **New Application and Feature Development:** Design and develop new features and functionalities for the new or existing applications based on business requirements. This will include iterative planning, development, testing, and deployment of features through Agile sprints.
- 5.4.2. **Application Enhancements:** Improve existing features of the identified applications to meet changing business requirements, enhance user experience (UX), and/or optimize performance.
- 5.4.3. **Customization:** Modify the applications to align with new business processes, regulations, or other specific needs.
- 5.4.4. **Integration:** Integrate identified applications with third-party systems and services as required for enhancing operational efficiency and enabling new functionalities.
- 5.4.5. **Quality Assurance (QA) and Testing:** Perform continuous testing throughout the development lifecycle, ensuring all new features, enhancements, and fixes meet quality standards and user expectations.

#### 5.5. Agile Methodology and Delivery Management

- 5.5.1. **Agile Sprint Planning:** Facilitate regular sprint planning meetings to define priorities, scope, and deliverables for each sprint cycle.
- 5.5.2. **Stakeholder Engagement:** Maintain regular communication with DBM's key stakeholders, including business units, product owners, and end-users, to ensure alignment of deliverables with business needs.
- 5.5.3. **Backlog Management:** Assist in managing and prioritizing the product backlog, ensuring that the development team focuses on the most important tasks as per the business priorities.
- 5.5.4. **Progress Reporting:** Provide detailed progress reports on development tasks, including sprint outcomes, and any challenges faced.

#### 5.6. Documentation and Knowledge Transfer

- 5.6.1. **Technical Documentation:** Provide comprehensive documentation for all developments and enhancements implemented, including but not limited to system architecture, data architecture, data flows, API documentation, user manuals, and deployment guides.
- 5.6.2. **Knowledge Transfer:** Provide monthly training sessions or as necessary knowledge transfer sessions to ensure that DBM's internal teams and Managed L1/L2 service provider are well-equipped to handle the ongoing application management.

#### 5.7. Collaboration and Communication

- 5.7.1. **Cross-functional Team Collaboration:** Foster collaboration between developers, business analysts/QA testers, and other relevant teams to ensure a seamless execution of Agile processes and high-quality deliverables.
- 5.7.2. **Communication Channels:** Maintain open and regular communication to track tasks, resolve blockers, and ensure transparency across teams.

#### 5.8. Security Enhancements and Compliance

- 5.8.1. **Security Enhancements:** Ensure that the applications are developed and maintained in compliance with security best practices. The service provider should provide remediations and support during vulnerability assessments.
- 5.8.2. **Regulatory Compliance:** Maintain the applications in accordance with relevant regulatory and legal requirements applicable to the business, ensuring data privacy, security, and compliance with industry standards.

#### 5.9. General and Technical Requirements

- 5.9.1. Analyze user requirements, determine the needs of the business unit, and align application design with business goals.
- 5.9.2. Project Delivery must align with the Agile/Scrum Methodology for development deliverables. This will enable users to provide feedback on a timely manner.
- 5.9.3. Design and develop a system that is easy to navigate to provide better user experience.
- 5.9.4. Must be able to produce visual reports and dashboards and generate identified reports in Excel or PDF format.
- 5.9.5. Must be able to apply necessary rules, filters and data mashups in generating the required reports.
- 5.9.6. Must be able to configure workflows and approval routing.
- 5.9.7. Must be able to have a record of all changes made.
- 5.9.8. Must have a way to maintain data and required setups that will allow ease of configuring data to support the applications.
- 5.9.9. Must be able to apply business rules to form or field validations.
- 5.9.10. Must have a facility to configure the approval routing.
- 5.9.11. Must have a facility to send notifications to specific users or groups according to the approval route via email.
- 5.9.12. Must have secure connectivity (ex. API keys, JWT, tokenization etc.) to systems which require integration.
- 5.9.13. Must be able to integrate with Microsoft Entra ID.
- 5.9.14. Must have Multi-factor Authentication (MFA).
- 5.9.15. The service provider should be able to provide solutions on bugs on all pertinent configurations and applications within the scope of work and contract period.

- 5.9.16. The Service Provider shall provide the necessary access required to execute the integration of the BM Portal with the DBM IAM Portal.
- 5.9.17. The DBM IAM Service Providers and the Service Provider shall deploy dedicated technical support teams for both the BM Portal and the DBM IAM Portal. These teams shall be responsible for resolving integration issues, performing troubleshooting activities, and providing necessary assistance to users.
- 5.9.18. The DBM IAM Service Providers and the Service Provider shall prepare and deliver comprehensive documentation covering the integration process, system functionality, and user guidelines. These documents shall be made available to all stakeholders.

#### 5.10. Data Protection and Security Requirements

- 5.10.1. Sensitive and/or confidential information should be housed on the premises.
- 5.10.2. All Data stored in the platform shall be the sole property of the DBM. This data can be retrieved anytime upon request and DBM has the sole right and authority to copy, move, delete, or transfer it to other locations.
- 5.10.3. Must be able to implement security standards to secure data with adequate controls that will reasonably protect it from OWASP vulnerabilities.
- 5.10.4. Enable SSL/HTTPS for web-layer handling sensitive/critical information.
- 5.10.5. The system should follow secure coding practices. Code vulnerabilities shall be addressed before deployment.
- 5.10.6. The system should have an Audit Log, should be able to log the following with sufficient details including the actor, timestamp, context/description.
- 5.10.7. Authentication credentials such as passwords are required to be encrypted and should be passed over on secured protocols (SSH/HTTPS).
- 5.10.8. The system must have a facility to generate Access List or extract login credential and role privileges.
- 5.10.9. The system must be capable of prompting an account expiry notification to users. System must be able to automatically provide password expiry warning and prompt the user to change the password immediately.

#### 5.11. Training, Knowledge Transfer and Turnover

- 5.11.1. Provide training to end-users' representatives and administrators.
- 5.11.2. Provide documentation covering system functionalities, technical documentation, Quick Guide/User Manuals
- 5.11.3. Submission of Product and User Manuals, Documentation, Training Report/s on the deployment and progress of the BM application.
- 5.11.4. Knowledge transfer and turnover of application to DBM Apps Team after testing and acceptance.

#### 6.0 QUALIFICATION REQUIREMENTS

The managed services for the microservices of the Budget and Management for the DBM shall be undertaken by a reputable Information Technology (IT) Firm. The firm, shall have the following qualifications:

**6.1.** Must be in the Information Technology (IT) Industry or Consulting business for at least three (3) years based on the Bureau Internal Revenue (BIR) Certificate of Registration (COR BIR Form 2303);

**Note:** The Bureau of Internal Revenue (BIR) Certificate of Registration (COR BIR Form 2303) will be submitted during shortlisting.

**6.2.** Must have received at least five (5) firm performance or technology-related awards and/or recognitions from FY 2000 to 2025 based on certifications validated and authenticated by the recognized body;

*Note: Proof/s of awards and/or recognitions will be submitted during shortlisting.* 

- **6.3.** Must have a partnership with the Principal/Technology provider of DBM's existing RPA/BPM (Appian) and Front-End Low-code (OutSystems) platforms for at least three (3) years. Service Provider must submit Manufacturer's Authorization from the Principal/Technology provider to do business in the Philippines and with DBM. Said local contractor is likewise an Authorized Sales and Delivery Partner of the Principal/Technology provider;
- **6.4.** Must have at least eighty (80) practicing technical IT professionals based on certified Human Resource documents inclusive of at least fifteen (15) developers certified in DBM's existing BPM/RPA (Appian)and/or Front-End Low-code (OutSystems) platforms and are locally employed;

**Note:** A certification from the firm's human resource unit shall be submitted during the shortlisting.

**6.5.** The service provider shall mobilize/ deploy the following six (6) personnel for the project within the Philippines based on the qualifications itemized in Attachment 1:

No.	Resource	<b>Resource Count</b>
1	Technical Lead	1
2	Project Manager	1
3	Front End Developer	1
4	BPM Developer	1
5	QA Tester	1
6	User Interface (UI)/ User Experience (UX) Consultant	1

#### 7.0 OBLIGATIONS OF THE SERVICE PROVIDER

- **7.1.** The Service Provider shall conform strictly with the terms and conditions of this Terms of Reference and report directly to the Office of the Functional Group Head of the ICT Group / Chief Information Officer (OCIO) of DBM.
- **7.2.** Deployment of personnel for the project should either be onsite or offsite. All personnel that are off-site should be available from 8:00 AM 5:00 PM (weekdays), unless there is a need to accomplish in the DBM office. For onsite personnel, they should be in the office from 8:00 AM 5:00 PM (Mondays to Fridays).
- **7.3.** Equipment, such as laptops and other peripherals, should be provided by the Service Provider.
- **7.4.** Timeline and deployment process to on-board resources should not be more than fourteen (14) calendar days after the receipt of the NTP.
- **7.5.** Replacement of personnel due to resignation or separation from the firm should not be more than thirty (30) calendar days.
- **7.6.** The Service Provider shall submit a Project Management Plan based on approval of the Inception Reports, provide a framework for project planning, communications, reporting, procedural and contractual activities. Weekly status reports shall be submitted accordingly.

- **7.7.** The Service Provider shall submit monthly project status reports such as:
  - 7.7.1. Project Timeline/Schedule;
  - 7.7.2. Project Status Reports
  - 7.7.3. Project Completion Report; and
  - 7.7.4. Change Management Report (if applicable).
- **7.8.** The service provider is expected to accomplish all specified deliverables in strict adherence to the timeline and milestones outlined in Item 9.0, Terms of Payment and Milestone

#### 8.0 OBLIGATIONS OF THE PROCURING ENTITY

- **8.1.** The DBM shall provide the necessary resources for the personnel to be deployed, which shall include workstations, internet connection, utilities, office access, repository access, admin access, and database access as may be necessary to perform the deliverables for the project.
- **8.2.** The DBM shall be responsible for regular activities using the agile methodology approach such as scrum, daily huddles, and sprint planning to ensure timely and quality accomplishment of deliverables.
- **8.3.** The DBM shall orient the personnel on the DBM's policies, procedures, and work assignment.
- **8.4.** Payment shall be based on the completion of milestones outlined in Item 9.0, Terms of Payment and Milestone, and shall be subject to applicable accounting, budgeting, and auditing rules.

#### 9.0 TERMS OF PAYMENT AND MILESTONE

The implementation of the Managed Services engagement shall follow a structured payment milestone plan tied to clearly defined deliverables and timelines.

For **Year 1**, payments shall be based on the milestone structure outlined below, corresponding to milestones identified, functional deliverables, and system enhancements completed and accepted by DBM.

For Year 2 and Year 3, the payment scheme shall shift to a quarterly billing model. Payments shall be released upon acceptance of agreed deliverables within each quarter. This flexible structure is designed to accommodate evolving priorities, scope adjustments, deployment schedules, and iterative release plans associated with the Budget Management System project.

Schedule of Payment	Milestones	Date of Submission of Deliverables
First Tranche	Project Plan Documents and Kick-Off	Month 1
Project Plan Documents and Kick-Off	<ul> <li>Kick-Off Meeting</li> <li>Communication Planning</li> <li>Project Team and DBM Team involvement</li> <li>Discussion of Project Activities</li> <li>Inception Report</li> <li>Project Charter</li> </ul>	Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO.

Schedule of Payment	Milestones	Date of Submission of Deliverables
	<ul> <li>Project Management Plan</li> <li>Change Management Plan</li> <li>Solution Overview and Initial System Design and Architecture</li> <li>High-Level Project Gantt Chart</li> </ul>	
Second Tranche  Requirements Validation & Sign-Off	<ul> <li>Risk Management Plan</li> <li>Product Backlog and Detailing of User Stories with Acceptance Criteria</li> <li>System Design and Architecture</li> <li>Final Agreed Project Gantt Chart</li> <li>Test Strategies</li> <li>Release Plans</li> <li>Prototype of the Solution based on Requirements understanding.</li> <li>Requirements Sign-Off System requirements document (SRD) for 6 months</li> </ul>	Month 2  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO.
System Development and Quality Assurance Testing	<ul> <li>Project Development</li> <li>Sprint Planning and Backlog Refinement</li> <li>Quality Assurance Testing</li> <li>Sprint Demo</li> <li>Review and Update of Requirements sign-off/system requirements documents (SRD) for 6 months</li> </ul>	Month 3-Month 9  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO.
Fourth Tranche  End to End Systems Integration Testing, User Acceptance Testing and Deployment/Go -Live	<ul> <li>End to End Systems Integration Testing</li> <li>Documentation of Functional and Technical Specs</li> <li>End-User Training for up to 12 participants ("Train the Trainer Approach)</li> <li>Submission of User Manual</li> <li>End-User Acceptance</li> <li>Knowledge Transfer and Application Hand-over to DBM Apps Team</li> <li>Deployment to Production / Go-Live upon approval of the developed and tested system, submission of the Reports and approval thereof by the DBM OCIO</li> <li>Application Support for bug fixes within the contract period.</li> <li>Performance Review and Assessment Document from</li> </ul>	Month 10-Month 12  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO.

Schedule of Payment	Milestones	Date of Submission of Deliverables
	End-User Representatives with at least 80 points passing rate.	
Fifth Tranche	Update, review and acceptance of updated of Requirements sign-off / System requirements document (SRD) for 6 months	Month 13 - Month 15  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO
Sixth Tranche	100% completion of Requirements sign-off / System requirements document (SRD)	Month 16 – Month 18  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO
Seventh Tranche	Update, review and acceptance of updated of Requirements sign-off / System requirements document (SRD) for 6 months	Month 19 – Month 21  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO
Eighth Tranche	<ul> <li>100% completion of previous requirements sign-off / System requirements document (SRD)</li> <li>Performance Review and Assessment Document from End-User Representatives with at least 80 points passing rate.</li> </ul>	Month 22 – Month 24  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO
Ninth Tranche	Update, review and acceptance of updated of Requirements sign-off / System requirements document (SRD) for 6 months	Month 25 – Month 27  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO
Tenth Tranche	100% completion of Requirements sign-off / System requirements document (SRD)	Month 28 – Month 30  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO
Eleventh Tranche	Update, review and acceptance of updated of Requirements sign-off / System requirements document (SRD) for 6 months	Month 31 – Month 33  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO

Schedule of Payment	Milestones	Date of Submission of Deliverables
Twelfth Tranche	<ul> <li>100% completion of Requirements sign-off / System requirements document (SRD)</li> <li>Performance Review and Assessment Document from End-User Representatives with at least 80 points passing rate.</li> </ul>	Month 34 – Month 36  Payment will be based on submission of Reports, deliverables and approval thereof by the DBM OCIO

Pursuant to the Bureau of Internal Revenue No. 017-2024 dated September 17, 2024, the Service Provider shall present their valid and updated Tax Clearance Certificate to the End-user Unit, prior to the final payment of the contract. Failure to present a valid and updated Tax Clearance shall entitle the DBM to suspend the final payment due to the Service Provider.

#### 10.0 PERFORMANCE REVIEW AND ASSESSMENT

The Service Provider shall maintain a satisfactory level performance throughout the contract period based on the following set of performance criteria:

ITEM	PERFORMANCE CRITERIA	MINIMUM WEIGHT	MAXIMUM WEIGHT
I	Conformity to the technical requirements	25	30
II	Timeliness in the delivery of services	25	30
III	Behavior of personnel (courteous, professional and knowledgeable)	10	15
IV	Response to complaints	10	15
V	Compliance with set office policies for such services	10	10
TOTAL	PERFORMANCE RATING PASSING RATE: 80 POINTS	80	100

- 10.1 The Service Provider must achieve a minimum rating of "Satisfactory" with at least 80 points. Each criterion must meet the minimum weighted score in the performance evaluation.
- 10.2 The OCIO shall conduct an annual assessment or evaluation one month before the end of the yearly subscription, based on the above-cited criteria, to ensure compliance of the Service Provider with the detailed technical specifications, as well as with the other terms and conditions imposed by the DBM during the contract period.
- 10.3 Based on its assessment, the DBM may pre-terminate the contract for failure of the Service Provider to perform its obligations thereon following the procedures prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated December 22, 2004.

#### 11.0 SERVICE LEVEL AGREEMENT

10.1 DBM shall maintain a Service Level Agreement (SLA) with the Service Provider with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidated Damages	
Technical Support	Acknowledge receipt and identify the cause of the reported problem on the application created within four (4) hours upon receipt in the helpdesk facility or a similar mechanism, during the Project period. The Service Provider shall resolve the reported issues to the satisfaction of the DBM.	1/10th of 1% of the total contract price shall be imposed for every hour of delay.	
Provision of Reports	Must provide monthly Technical and Service Reports to be submitted every first week of the subsequent month.	1/10th of 1% of the total remaining price shall be imposed for every day of delay.	
Compliance with Deliverables	Deliverables based on Section 9 Terms of Payment and Milestones	1/10th of 1% of the total remaining price shall be imposed for every day of delay.	

10.2 If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (1%) of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract.

#### 11.0 PERFORMANCE EXPECTATIONS FROM THE SERVICE PROVIDER

- 11.1 The consultants to be engaged for this project shall undertake the activities/tasks with the highest standards of professional and ethical competence and integrity.
- 11.2 The consultants shall not engage in any activity or action or make any kind of public pronouncement which may adversely affect the Implementation of the Project.

#### 12.0 DATA SOVEREIGNTY

- 12.1 DBM subject to conditions prescribed by the Law of the Republic of the Philippines with regards to data residency and sovereignty laws, retains control and ownership of all data stored or processed during the subscription period.
- 12.2 All DBM Data stored in the service provider's system shall be the sole property of the DBM. This data can be retrieved anytime upon request of the DBM and has the sole right and authority to copy, move, delete, or transfer it to other locations.
- 12.3 Except as otherwise permitted under Philippine law, no data shall be subject to foreign laws, or be accessible to other countries, regardless of the system used, the nationality of the service provider, or the data's place of storage, processing, or transmission. No rights appurtenant to such data shall be deemed transferred or assigned by virtue of the storage, processing, or transmission thereof by the service provider.

12.4 The service provider must agree and ensure that the data stored in the proposed location will remain within it and will not be transferred without the knowledge and permission of the DBM.

#### 13.0 CONFIDENTIALITY OF DATA AND OWNERSHIP OF SOURCE CODE

- 13.1 All technical staff assigned by the Service Provider shall be required to sign a Non-Disclosure Agreement (NDA).
- 13.2 The DBM Enterprise Network System, its components, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are strictly confidential.
- 13.3 The Service Provider agrees to hold all the foregoing information in strict confidence. The Service Provider shall not reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.
- 13.4 All modules developed by the Service Provider for the Project should be turned over to DBM, including all components necessary to run and support the solution.
- 13.5 Upon acceptance by DBM of the fully tested and fully developed application for the BM, the pertinent documentation shall be turned over to the DBM OCIO.