

# 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 July 8, 2025, for Project ID No. DBM-2024-42, "Subscription to Managed Intelligent Network for Advanced Insights (MINAI) Solution for the Department of Budget and Management (DBM)," 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.

PARTIC	CULAR(S)/QUERY(IES)	AMENDME	ENT(S)/CLARIFICATION(S)
Section III. Bid Data Sheet		Section III. Bid Data Sheet	
ITB Clause		ITB Clause	
	XXX		XXX
20 Section V. S GCC	3. BIR Certificate of Registration or SEC certification showing that the service provider hast at least twenty-five (25) years of experience in Information Technology (IT) Services  xxx  pecial Conditions of Contract	Section V. Sp	3. BIR Certificate of Registration or SEC certification showing that the service provider hast at least twenty five (25) TEN (10) years of experience in Information Technology (IT) Services  xxx  pecial Conditions of Contract
Clause		Clause	
	XXX		XXX
5	XXX	5	IN ORDER TO ASSURE THAT MANUFACTURING DEFECTS SHALL BE CORRECTED BY THE SUPPLIER, A WARRANTY SECURITY SHALL BE REQUIRED FROM THE SUPPPLIER FOR A MINIMUM

PERIOD OF THREE (3)
MONTHS, IN CASE OF
EXPENDABLE
SUPPLIES, OR A
MINIMUM PERIOD OF
ONE (1) YEAR, IN CASE
OF NON-EXPENDABLE
SUPPLIES, AFTER
ACCEPTANCE OF THE
DBM OF THE
DELIVERED GOODS.

THE OBLIGATION FOR WARRANTY SHALL BE COVERED  $\mathbf{BY}$ **EITHER RETENTION MONEY IN** AN **AMOUNT EQUIVALENT TO ONE** PERCENT (1%)**OF EVERY PROGRESS** PAYMENT, OR A **SPECIAL BANK GUARANTEE EQUIVALENT TO ONE** PERCENT (1%) OF THE TOTAL **CONTRACT** PRICE.

THE SAID AMOUNT SHALL BE RELEASED AFTER THE LAPSE OF THE WARRANTY PERIOD, OR, IN THE CASE OF EXPENDABLE SUPPLIES, **AFTER CONSUMPTION** THEREOF: PROVIDED, HOWEVER, THAT THE SUPPLIES DELIVERED ARE **FREE FROM** PATENT AND LATENT DEFECTS AND ALL THE **CONDITIONS** IMPOSED UNDER THE **CONTRACT HAVE** BEEN FULLY MET.

XXX

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
Detailed Technical Specifications	Detailed Technical Specifications (REVISED)
xxx	xxx
7. QUALIFICATIONS OF THE SERVICE PROVIDER	7. QUALIFICATIONS OF THE SERVICE PROVIDER
7.1 The service provider must have a proven track record in Information Technology, Software Development and Systems Integration for at least twenty-five (25) years in the industry.	7.1 The service provider must have a proven track record in Information Technology, Software Development and Systems Integration for at least twenty-five (25) <b>TEN</b> (10) years in the industry.
xxx	xxx
10. WARRANTIES OF THE SERVICE PROVIDER	10. WARRANTIES OF THE SERVICE PROVIDER
xxx	xxx
	10.11 IN ORDER TO ASSURE THAT MANUFACTURING DEFECTS SHALL BE CORRECTED BY THE SUPPLIER, A WARRANTY SECURITY SHALL BE REQUIRED FROM THE SUPPLIER FOR A MINIMUM PERIOD OF THREE (3) MONTHS, IN CASE OF EXPENDABLE SUPPLIES, OR A MINIMUM PERIOD OF ONE (1) YEAR, IN CASE OF NON-EXPENDABLE SUPPLIES, AFTER ACCEPTANCE OF THE DBM OF THE DELIVERED GOODS.  THE OBLIGATION FOR THE WARRANTY SHALL BE COVERED BY EITHER A RETENTION MONEY IN AN AMOUNT EQUIVALENT TO ONE PERCENT (1%) OF EVERY PROGRESS PAYMENT, OR A SPECIAL BANK GUARANTEE EQUIVALENT TO ONE

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
	PERCENT (1%) OF THE TOTAL CONTRACT PRICE.  THE SAID AMOUNT SHALL BE RELEASED AFTER THE LAPSE OF THE WARRANTY PERIOD, OR, IN THE CASE OF EXPENDABLE SUPPLIES, AFTER CONSUMPTION THEREOF: PROVIDED, HOWEVER, THAT THE SUPPLIES DELIVERED ARE FREE FROM PATENT AND LATENT DEFECTS AND ALL THE CONDITIONS IMPOSED UNDER THE CONTRACT HAVE BEEN FULLY MET.
	AAA
Queries:  Technical Specifications Annex A Clause 5.10  Remediation on the result of DBM's vulnerability assessment	Clarifications:
<ol> <li>Technical Specifications Annex A Clause 5.10 of the Bidding Documents provides that "The service provider must conduct a remediation on the result of DBM's vulnerability assessment to ensure that the solution is free from any potential security vulnerabilities before production ("GoLive")."</li> <li>Will the vulnerability assessment be conducted by DBM independently with its own tools and cost? Please clarify and correspondingly amend Annex A of the Technical Specifications.</li> </ol>	1. The vulnerability assessment referred to in provision 5.10 of Annex "A" will be independently conducted by the Department of Budget and Management (DBM). However, the responsibility for remediating any findings or issues resulting from this assessment rests solely with the service provider. The purpose of this remediation is to ensure that the deployed solution is free from any potential security vulnerabilities prior to production ("Go Live"). Additionally, any Vulnerability Assessment and Penetration Testing (VAPT) required by the DBM as part of its internal validation and acceptance procedures will likewise be conducted independently by the DBM or its designated security team.

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
Technical Specifications Annex A Clause 7.1  – Qualifications of the Service Provider	
2. Clause 7.1 of the Technical Specifications requires that the service provider must have a proven track record in the Information Technology, Software Development and Systems Integration industry for at least twenty-five (25) years.	2. The required number of years will be reduced from twenty-five (25) years to ten (10) years.
We propose to amend the qualification from twenty-five (25) years to ten (10) years given that the development of Artificial Intelligence (AI) did not exist twenty-five years ago.	
Technical Specifications Annex A Clause 7.2  On the Qualifications of the Service  Provider	
3. Technical Specifications Annex A Clause 7.2 of the Bidding Documents provides that the bidder must have "three (3) full-time employees that have any of the following certifications xxx."	3. No change in requirements. Employees can have the same or equivalent certifications in any of the listed certifications.
We would like to confirm that any one (1) of the certifications enumerated will suffice and clarify if three (3) employees must have different certifications or if the same certification for all of them will be accepted. We further request clarification as to what entities will be considered as a technology or industry-standard certification provider. Please clarify and correspondingly amend Annex A of the Technical Specifications.	
Attachment 1 Clause 3 – Enable designated personnel to manage, upload, validate, and maintain high-quality content in the Ai's internal knowledge base	
We submit the following clarifications for Attachment 1 Clause 3 of the Bidding Documents:	

	PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
4.	"3.1 User Story: As a DBM knowledge manager, I want to upload and classify internal DBM documents (e.g., NEP guidelines, budget memos, circulars), so that the LLM has access to the correct and curated knowledge base."	4. Data can be classified immediately upon upload. Classification criteria should be based on the actual users of the MINAI tool. For example, access levels may vary depending on the confidentiality of the data and the user's role.
	<b>Clarification:</b> How will the classification data be provided? Will it be specified within the uploaded document or a tagging of classification during the upload of a document or file?	
5.	"3.3 User Story: As a DBM knowledge manager, I want to flag important updates as 'high priority' for push notification during secure updates, so that all staff are aware of new or urgent policies."	5. The notification is part of the application's built-in features.
	<b>Clarification:</b> Will the notification be delivered via email or within the application?	
6.	"3.5 User Story: As a DBM knowledge manager, I want to collect feedback logs and retrain or re-rank the assistant's model periodically without internet, so that model quality improves within the secured environment."	6. The solution should support re-training and re-ranking of the assistant's model using an air-gapped approach. While a self-service setup is preferred, bidders are expected to provide proactive support to ensure DBM receives the latest model updates.
	Clarification: Please specify how DBM will retrain or re-rank the model. Will it be a self-service or a professional engagement?	
7.	"3.6 User Story: As a DBM knowledge manager, I want to update the assistant's knowledge base and model weights via USB or secure file transfer, so that the system stays up to date without requiring internet access."	7. The bidder should propose a multi-modal approach that allows rolling updates without disrupting the active LLM endpoint. This relies on the bidder's architecture to isolate LLM models by use case and supports an air-gapped setup.
	Clarification: How will DBM update model weights without impacting the overall model?	

8. Window periods are available outside standard working hours (8:00 AM-5:00

8. "3.7 User Story: As a DBM LLM administrator, I want to be able to get

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
updated, publicly available Large Language Models and deploy the within the environment without directly connecting the environment to the internet."  Clarification: How will DBM update and deploy LLMs without impacting the overall quality and performance?	PM) for performing updates using an airgapped approach.
Please advise and/or amend the pertinent parts of the Bidding Documents.	
Attachment 1 Clause 6 – A centralized portal that shall be used to provide distinct access and interoperable to any similar system and Knowledge Management Assistant (KMA)	
9. "6.1.1.6 Knowledge products must be graded and validated using the Knowledge Product Standardized Grading Tool before archiving in the KMS."	9. Yes, the grading definitions and criteria will be provided during the pre-implementation meeting.
<b>Clarification:</b> Will DBM be providing the grading definition and criteria?	
10. "6.1.2 The KMA shall seamlessly be interoperable with the following DBM systems:  6.1.2.1 Document Management System (DMS)"	10. Information on DBM's Document Management System (DMS) will be provided during the pre-implementation meeting.
<b>Clarification:</b> What is the current DMS used by the DBM for integration?	
Please advise and/or amend the pertinent parts of the Bidding Documents.	
Attachment 2 Clause 1 – Platform Requirements	
We submit the following clarifications for Attachment 2 Clause 1 of the Bidding Documents:	

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
11. "1.2 The proposed solutions should be able to operate without the need of any internet connectivity."	11. No, the solution must be accessible offline.
<b>Clarification:</b> Will a private cloud and access via VPN be allowed for security?	
12. "1.9.2 The platform should have a capability that will automatically translate to Filipino."	12. Yes, it should be available only as an output for chat.
<b>Clarification:</b> Is the translation requirement applicable for all updated files and/or documents or just the chatbot communication?	
Please advise and/or amend the pertinent parts of the Bidding Documents.	
Attachment 2 Clause 2 – Technical Requirements	
We submit the following clarifications for Attachment 2 Clause 2 of the Bidding Documents:	
13. "2.2 The solution must be operated on a secured DBM restricted private platform."	13. The solution will be deployed in DBM's Secondary Data Center. It must be
<b>Clarification:</b> What are the current solutions/technology used by the DBM private platform for interoperability check?	interoperable with the existing data center infrastructure. The proposed solution should conform to open standards to ensure seamless interoperability.
14. "2.3 The solution must be able to be migrated to an on-premise architecture deployment."	14. Both hardware and services will be provided by the Service Provider. The Service Provider is expected to detail the hardware requirements based on the volumetric data outlined in Section 2 Technical Requirements.
<b>Clarification:</b> Who will provide the hardware requirement and installation for the on-premises deployment?	
15. "2.4.8.2 Total compute: 100,000 generated responses per day on core government hours 8AM-5PM	15. Confirmed. The system is expected to handle 100,000 generated responses per day.
2.4.8.3 Total Data Consumers: 20 concurrent users (transaction per second), 5 tech users (transaction per second"	
8	

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Clarification: Kindly confirm the sizing requirement. The amount of One Hundred Thousand (100,000) generated response per day is a lot for a non-public facing or consumer-facing application.  16. "2.5 The solution must offer a local backup and disaster recovery mechanism. It should include an in-place backup solution that will compress necessary artefacts such as project files, templates, and vector DB."  Clarification: Will the backup storage and DR systems be provided by DBM or the proponent?  Please advise and/or amend the pertinent parts of the Bidding Documents.	16. Yes, it will be provided by the Service Provider as part of the solution. We only require in-place backups to support recovery of the software, virtual machine, or container if needed.
Attachment 2 Clause 2 — Technical Requirements  We submit the following proposed amendment for Attachment 2 Clause 2 of the Bidding Documents:  17. "2.3 The solution must be able to be migrated to an on-premises architecture deployment; and  2.4 The solution should support an on-premises deployment.  2.4.1 The on-premises infrastructure should at least be the following:  2.4.1.1 Should be installed at the Secondary Data Center (SDC). 2.4.1.2 Should use commodity hardware or appliance. 2.4.1.3 Should use enterprise GPUs or NPUs. 2.4.1.4 Should not connect to the internet."  Proposed amendment: We propose to provide a 'hybrid' approach to migrate and support to an on-premise architecture and private cloud deployment. This approach	17. No, the requirements shall be maintained as stated.

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will be more cost-effective for DBM, reducing the amount of servers (in the SDC) needed to dedicate for the application and AI analytics. More so, this will add an additional security layer of security to the entire system.  "2.3 The solution must be able to be migrated to an on-premises architecture and PRIVATE CLOUD deployment; and  2.4 The solution should support an on-premises PRIVATE CLOUD deployment.  2.4.1 The on-premises infrastructure PRIVATE CLOUD should at least be the following:  2.4.1.1 Should be installed at the Secondary Data Center (SDC) PRIVATE CLOUD.  2.4.1.2 Should use commodity hardware or appliance.  2.4.1.3 Should use enterprise GPUs or NPUs.  2.4.1.4 Should not connect to the internet."	AMENDMENT(S)/CLARIFICATION(S)
Section VI Item 2 – Submission of Solutions Requirements Document (SRD)  18. Technical Specifications Annex A Clause	18. The SRD shall be submitted and approved
5.6 of the Bidding Documents provides that the Delivery of the SRD must be delivered within thirty (30) calendar days from receipt of the Notice to Proceed (NTP), subject to the approval of the DBM.	within 30 calendar days. This timeline includes any necessary revisions resulting from a series of consultations during the pre-implementation meeting.
Will the thirty (30) calendar day period be extended should the DBM approval come later than the NTP? If the DBM has further comments to the SRD submitted, will the provider be given a fresh thirty (30) days within which to submit the amended SRD? Please clarify and correspondingly	

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
amend Section VI Item 2 of the Bidding Documents.	
Technical Specifications Annex A Clause 5.2  - Scope of Work	
19. Clause 5.2 of Annex A of the Technical Specifications requires three (3) personnel of the service provider that will be dedicated to the project.  Will all three (3) personnel be required to render technical assistance to DBM on-site during contract term? Please clarify and correspondingly amend Technical Specifications Annex A Clause 5.2 of the Bidding Documents.	19. Yes, A hybrid arrangement may be considered; however, the actual fulfillment of the requirements must be conducted onsite to ensure proper validation, effective coordination, and adherence to technical requirements.
Technical Specifications Annex A Clause 7.2 to 7.4 – Qualifications of the Service Provider	
20. Clause 7.2 and 7.3 of the Technical Specifications requires three (3) full time employees of the service provider to possess certain certifications. Is there a list of DBM accredited technology or industry standard certification providers from which these certifications must come?	20. There is no list of DBM accredited technology or industry standard certification providers. The Bidder may submit certifications that are verifiable and with the following details: name of the personnel, training/event attended, period/inclusive dates, place, number of hours, and signature of the training institution.
21. Clause 7.4 of the Technical Specification requires the submission of certificates of project completion or acceptance of ongoing or completed project issued by public sector clients. What other document/s may be submitted in lieu of the certificate of project completion or acceptance? Will a sales/service invoice or receipt suffice?  Please clarify and correspondingly amend Technical Specifications Annex A Clause 7.2 to 7.4 of the Bidding Documents	21. The Bidder may submit a certificate of final acceptance/completion or official receipts or sales invoice covering the full amount of the contract/s.
Technical Specifications Annex A Clause 8.1  - Confidentiality of Data	
22. Clause 8.1 of Annex A of the Technical Specifications requires all personnel	22. No, individual personnel are not required to sign separate NDAs. A single NDA signed

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
assigned by the contractor to sign a Non-Disclosure Agreement (NDA). Do each individual personnel need to sign a separate NDA or may the service provider sign the NDA to cover all of its personnel?  Please clarify and correspondingly amend Technical Specifications Annex A Clause 8.1 of the Bidding Documents	by the authorized representatives of the service provider will suffice to cover all assigned personnel.
Technical Specifications Annex A Clause 11 – Terms of Payment	
23. Clause 11 of Annex A of the Technical Specifications provides for the documentary requirements in order for payment to be made. Is this list exclusive and how many days will payment be made from submission of the listed documents?  Please clarify and correspondingly amend Technical Specifications Annex A Clause 11 of the Bidding Documents.	23. Payment will be based on the list of requirements provided in Section 11.1 of the DTS. Additional documents may be requested by the Finance Service upon evaluation. The release of payment will follow the timelines set by existing accounting and auditing rules.
24. Please clarify who will be responsible for providing HW for the project? Will DBM be the one to provide the HW infrastructure?	24. DBM will provide the Data Center infrastructure, while the hardware and software components will be supplied by the bidder.
25. If DBM will provide the HW infrastructure, can we have the specifications of the HW so we can validate compatibility with our proposed solution?	25. Bidders are expected to determine their sizing and specifications based on the volumetric information provided in Section 2: Technical Requirements of the DTS.
26. In page 44 section 2.4.10, does this pertain to internal or external storage? Who will provide the storage?	26. This refers to internal storage—specifically, the storage capacity of the server to be provided by the bidder.
27. If the bidder will provide the storage, please provide the required: (1) IOPS, (2) RTO, (3) RPO, (4) Raid level.	27. Storage details will be provided during the pre-implementation meeting. A single environment will be used for this phase. While RTO and RPO are not required, bidders must comply with the Service Level Agreement (SLA) provided.

PARTICULAR(S)/QUERY(IES)	AMENDMENT(S)/CLARIFICATION(S)
28. Is the storage connectivity of your Secondary Data Center (SDC), FC or IP?	28. Storage should be provisioned directly from the hardware environment proposed by the bidders. It will not interconnect with existing SDC storage solutions.
29. What is the existing operating system of the HW?	29. Bidders should define and articulate their solution based on their own operating system (OS) requirements.
30. For the Backup Solution, please provide the policies/ requirements for: (1) Backup, (2) Retention, (3) RTO, (4) RPO).	30. The backup policy and requirements will be provided during the pre-implementation meeting.
31. What is the estimated capacity/ size to be backed up?	31. This is an in-place backup and is part of the hardware and overall solution. The required capacity should be determined based on the volumetric data provided in Attachment 2: Technical Requirements of the DTS.
32. Regarding page 44 section 2.5 and page 46 section 4.1, do we need to provide a separate infrastructure with backup solution?	32. This is an in-place backup and is part of the hardware and overall solution. The required capacity should be determined based on the volumetric data provided in Attachment 2: Technical Requirements of the DTS.
	Note:
	Attached for guidance of the bidders is the Detailed Technical Specifications (Revised) which shall for 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 July 15, 2025, right after the opening of bids.
- > For guidance and information of all concerned.

## RAMON VICENTE B. ASUNCION

Assistant Secretary Vice Chairperson, DBM-BAC

## DETAILED TECHNICAL SPECIFICATIONS (Revised)

## 1. PROJECT TITLE

Subscription to Managed Intelligent Network for Advanced Insights (MINAI) Solution for the Department of Budget and Management (DBM).

## 2. OBJECTIVE

- 2.1. A single centralized platform to store, access, retrieve, manage, and archive DBM documents that will streamline document updates and management processes for administrators and document owners, reducing the time and effort required to maintain the information on the DBM documents.
- 2.2. Enable DBM users to query the documents in the platform via an AI Chatbot to efficiently manage, process, and deliver insights from different sources, including traditional document types.
- 2.3. Aligning with the digital transformation effort of DBM and IFMIS, AI technologies will assist staff and officers in retrieval and analysis of budget-related and expense-related documents, particularly historical documents and scanned documents. This initiative aligns with the overall Enterprise Data Architecture roadmap and GovTech vision of DBM.
- 2.4. Subscribe to a secure DBM restricted private platform for use of the MINAI solution.

## 3. DURATION

3.1. The contract duration for the project is twelve (12) months – that includes related platform subscription, licenses, and support – from the issuance of the Proof of Subscription.

## 4. TECHNICAL REQUIREMENTS

- 4.1. Details on the functional requirements for the application are listed below in Attachment 1 and made an integral part of this document.
- 4.2. Details on the platform, infrastructure, and security requirements are listed below in Attachment 2 and made an integral part of this document.

## 5. SCOPE OF WORK

- 5.1. The service provider must design, develop, test, implement, and support the solution based on the functional and technical requirements listed below on Attachments 1 and 2 respectively and make an integral part of this document.
- 5.2. The service provider must assign the following minimum roles/resources that will be dedicated to the project.
  - 5.2.1. Project Manager

- 5.2.2. Technical Lead
- 5.2.3. Developers and/or AI/ML Engineers
- 5.3. The service provider should provide structure, processes, and procedures for the establishment of Data Practice.
- 5.4. The service provider must provide at least but not limited to system architecture diagrams, infrastructure and network diagrams, cyber security controls, technology stack, and other relevant diagrams and documentation for the solution.
- 5.5. The service provider must conduct relevant design workshop/s to be able to provide the best solution for the functional and technical requirements listed below in Attachment 1 and 2 which make an integral part of this document.
- 5.6. The Service Provider shall submit a Solution Requirements Document (SRD) that includes the complete solution design, detailed project milestones, and all related design documents. The SRD shall be submitted to the DBM-OCIO within thirty (30) calendar days from the receipt of the NTP, subject to the approval of the DBM.
- 5.7. The service provider must provide all relevant services for the implementation and support of the project.
- 5.8. The service provider must provide technical support services that include but not limited to bug fixes, patches, and incident resolution of the listed websites and the proposed platform.
- 5.9. The service provider must provide eight hours a day, five days a week (8x5) technical assistance, and a Single Point of Contact (SPOC) designated by the service provider to attend to telephone calls, electronic mail, and/or on-site support during the entire duration of the Project. The SPOC may be required to visit DBM if deemed necessary.
- 5.10. The service provider must conduct a remediation on the result of DBM's vulnerability assessment to ensure that the solution is free from any potential security vulnerabilities before production ("Go Live"). The service provider must prepare a transition plan and conduct relevant training sessions to ensure that the DBM personnel are able to support and maintain the solution after the support subscription period.
- 5.11. The service provider must provide details on hotfix, upgrades, rollout, patches with detailed MOPs.
- 5.12. The service provider should provide the necessary development environment to proceed with the timeline.
- 5.13. The service provider shall provide implementation services to setup the AI platform including chatbot/AI assist portal, infra and network configuration, related CPU/GPU/NPU and ICT services/ logistics, establish document repositories, development of AI and chatbot, retrieval optimizations, program/project management, solutions architecture, low-level design/documentation, systems testing, deployment activities and post-deployment activities within the subscription period.

## 6. SERVICE LEVEL AGREEMENT

6.1. The DBM shall maintain a Service Level Agreement with the service provider, with provisions for liquidated damages as indicated below for their non-compliance. Liquidated damages shall be charged against any money due, or which may become due to the service provider, or collected from any securities or warranties posted by the service provider.

Component	Description	Liquidated Damages
Delivery	The service provider shall deliver the following relevant Software Licenses within thirty (30) calendar days from the receipt of Notice to Proceed (NTP) and Platform with One (1) Year Software Assurance within ninety (90) calendar days from the receipt of NTP.	One-tenth (1/10 <sup>th</sup> ) of percent (1%) of the total contract price shall be deducted for every day of delay.
Technical Support	The service provider shall provide/render eight hours a day, five days a week (8x5) technical support service that can be delivered in the form of a telephone call, electronic mail, and/or onsite support.	One-tenth (1/10 <sup>th)</sup> of one percent (1%) of the total contract price shall be deducted for every hour of delay.
Problem Resolution	The service provider shall resolve reported issues and/or incidents on the solution based on the defined priority matrix listed below in Attachment 3 and make an integral part of this document.	One-tenth (1/10 <sup>th)</sup> of one percent (1%) of the total contract price shall be deducted for every hour of delay.

## 7. QUALIFICATIONS OF THE SERVICE PROVIDER

7.1. The service provider must have a proven track record in Information Technology, Software Development and Systems Integration for at least ten (10) years in the industry.

Note: A Bureau of Internal Revenue (BIR) Certificate of Registration (Form 2303) or Securities and Exchange Commission (SEC) Certificate is requested to be submitted during post-qualification.

- 7.2. To ensure the highest standards of service and expertise are met, it is mandatory for the bidder to have at least three (3) full-time employees that have any of the following certifications, who can be tapped as Subject Matter Experts for additional levels of support:
  - 7.2.1. Project Management Certification.

- 7.2.2. Infrastructure Systems Architect certification from any technology or industry-standard certification provider.
- 7.2.3. Any Developer/Development Code certification from any technology or industry-standard certification provider.
- 7.2.4. Any related Security certification from any technology or industry-standard certification provider.
- 7.2.5. The Open Group Architecture Framework (TOGAF) or Zachman Certified Enterprise Architect Certification

Note: Copies of professional certifications are requested to be submitted during postqualification.

7.3. Must have personnel with AI technical certifications

Note: Copies of AI technical certifications are requested to be submitted during post-qualification.

7.4. The service provider should have a public sector portfolio.

Note: Certificates of project completion or acceptance of ongoing or completed project issued by the public sector clients are requested to be submitted during post-qualification.

7.5. The service provider should be registered with the National Privacy Commission (NPC), and the proposed solution must be registered as a Data Processing System and have a designated Data Protection Officer (DPO) in compliance with applicable data privacy laws and regulations.

Note: A valid and updated certificate of registration from the NPC is requested to be submitted during post-qualification.

- 7.6. The service provider shall provide the solution described in the Scope of Work in accordance with industry standards and best practices. In line with this:
  - 7.6.1. The service provider shall undergo a Proof of Concept (PoC) of the proposed solution that includes the detailed proposed methodology and approach, in accordance with industry standards and best practices, and the testing of its compliance to the technical requirements and competencies of the service provider to deliver the services defined on the scope of work which shall be conducted as a post-qualification requirement. An executed Non-Disclosure Agreement (NDA) must be submitted by the service provider at least two (2) working days prior to the commencement of the PoC. All PoC preparations, including the setup and configuration of the PoC environment, must be configured at least two (2) working days before the scheduled start of the live PoC demonstration.

Note: Proof of Concept (PoC) is requested to be presented during the post-qualification.

#### 8. CONFIDENTIALITY OF DATA

- 8.1. All personnel assigned by the contractor shall be required to sign a Non-Disclosure Agreement (NDA) before the implementation of the Project.
- 8.2. The DBM managed websites, its component, parts and all products, product 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.
- 8.3. The contractor agrees to hold all the foregoing information in strict confidence. The contractor further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the DBM.

## 9. DATA SOVEREIGNTY

- 9.1. The 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.
- 9.2. All DBM Data stored in the contractor's solution 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 systems/locations.
- 9.3. 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 contractor, 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 contractor.
- 9.4. The contractor must agree and ensure that the data stored in the proposed solution will remain within it and will not be transferred without the knowledge and permission of the DBM.
- 9.5. The contractor should provide a mechanism to purge actual data when any environment is subjected for decommissioning. The toolset should be compliant with NIST Special Publication 800-88 or other equivalent body that provides standardization for media sanitization.

## 10. WARRANTIES OF THE SERVICE PROVIDER

- 10.1. The service provider warrants that it shall strictly conform to the terms and conditions of this Detailed Technical Specifications.
- 10.2. The service provider warrants that the technical staff assigned are qualified to provide the deliverables required to the satisfaction of the DBM.
- 10.3. The service provider shall secure, and maintain at its own expense all registration, licenses, or permits required by national or local laws and shall comply with the rules, regulations, and directives of regulatory authorities and Commissions.
- 10.4. The service provider's technical staff assigned to support DBM shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 10.5. The service provider's technical staff assigned to support DBM shall coordinate with the ICTSS in the implementation of this project.
- 10.6. The service provider shall be liable for loss, damage, or injury caused directly or indirectly through the fault or negligence of its technical staff assigned. It shall

- assume full responsibility therefore and the DBM shall be fully released from any liability arising there from.
- 10.7. The service provider shall neither assign, transfer, pledge, nor subcontract any part of or interest in the contract, but joint ventures are allowed.
- 10.8. The service provider shall identify the certified technical staff who will be given authority to access and operate the specified equipment. The DBM, through the ICTSS, shall be informed within five (5) calendar days, through formal notice, of any change or replacement of technical staff assigned.
- 10.9. The service provider shall maintain the confidentiality and integrity of the DBM's data and information systems and comply with all applicable data protection and privacy laws.
- 10.10. The service provider shall have Comprehensive General Liability (CGL) insurance to protect the DBM from any possible incidents that may arise.
- 10.11. In order to assure that manufacturing defects shall be corrected by the supplier, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in case of expendable supplies, or a minimum period of one (1) year, in case of non-expendable supplies, after acceptance of the DBM of the delivered goods.

The obligation for the warranty shall be covered by either a retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total contract price.

The said amount shall be released after the lapse of the warranty period, or, in the case of expendable supplies, after consumption thereof: provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

## 11. TERMS OF PAYMENT

- 11.1. One-time payment shall be made subject to the accomplishment/ submission of the specific deliverables and the following documentary requirements:
  - 11.1.1. Non-Disclosure Agreement (NDA)
  - 11.1.2. Valid and updated Tax Clearance Certificate
  - 11.1.3. Sales Invoice/ Billing Statement
  - 11.1.4. Proof of Subscription
  - 11.1.5. Certificate of Acceptance issued by the Undersecretary for Information and Communications Technology (ICT) Group of the DBM.