PROCUREMENT OF DICT TRANSACTION MANAGEMENT SYSTEM

CONTRACT NO: 2021-04-48

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of ___APR 2 8 2021___ by and between:

THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY, a government entity organized and existing in accordance with the laws of the Republic of the Philippines, with principal office located at DICT Building, C.P. Garcia Avenue, Diliman, Quezon City, represented by its OIC UNDERSECRETARY, **MANUEL ANTHONY S. TAN.,** hereinafter referred to as the **"DICT";**

- and -

TELCOM LIVE CONTENT INC., a private corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 12/F Summit One Tower, 530 Shaw Blvd., Brgy. Highway Hills, Mandaluyong City, **RONALD CHRISTOFFER R. CUMPAS** as evidenced by Secretary's Certificate hereinafter attached as **Annex "A"**, hereinafter referred to as the **"SUPPLIER".**

WITNESSETH: THAT

WHEREAS, the Invitation to Bid for the Project: **PROCUREMENT OF DICT TRANSACTION MANAGEMENT SYSTEM** (Bid Reference No.: DICTBAC2-2020-01) with an Approved Budget for the Contract (ABC) of **PESOS: FORTY MILLION PESOS ONLY (40,000,000.00)** was posted at the Philippine Government Electronic Procurement System (PhilGEPS), DICT Websites and bulletin board on 19 November 2020.

WHEREAS, the opening of eligibility documents was conducted on 01 December 2020;

WHEREAS, the DICTBAC-2, after having evaluated the submitted eligibility documents, found Telecom Live Content Inc. as eligible and was shortlisted.

WHEREAS, on 08 December a Pre-Bid Conference was held followed by the submission of technical and financial proposal not later than 21 December 2020 at 9:00AM;

WHEREAS, Telecom Live Content, Inc., having been determined to be eligible and passed the shortlisting criteria, submitted its technical proposal documents;

WHEREAS, after conduct of preliminary evaluation of the technical proposal documents, the DICTBAC-2 rated submission of Telecom Live Content, Inc. as passed;

WHEREAS, on 26 January 2021, the opening of financial proposal documents was scheduled and the DICTBAC-2, after conduct of evaluation has rated the submission of Telecom Live Content, Inc., as passed;

WHEREAS, in the **BAC Resolution No. B-2021-009** dated 26 January 2021 (**Annex "B"**), the **SUPPLIER** was declared as the Single Rated Bid and to proceed with the negotiations for the aforementioned project;

RONALD CHRISTOFFER R. CUMPAS
Authorized Representative

ADRIANNE PARCE JB
Witness

MANUEL ANTHONY S. TAN
OIC, Undersecretary

ANTONIO EDWARD E. PADRE
Provisional Member- End User

WHEREAS, the Notice of Single Rated Bid dated 08 February 2021 which was duly received by the supplier (**Annex "C"**);

WHEREAS, in the **BAC Resolution No. A-2021-012** dated 01 March 2021 (**Annex "D"**), the **SUPPLIER** was declared as the **Single Rated and Responsive Bid** and Recommended the Issuance of Notice of Award for the **PROCUREMENT OF DICT TRANSACTION MANAGEMENT SYSTEM;**

WHEREAS, the DICT passed and approved **BAC Resolution No. A-2021-012** to Award the Contract to the **SUPPLIER,** as the **Single Rated and Responsive Bid** for the **PROCUREMENT OF DICT TRANSACTION MANAGEMENT SYSTEM** in the sum of **PESOS: FORTY MILLION PESOS ONLY (PhP40,000,000.00).**

WHEREAS, the **Notice of Award** dated 05 March 2021 (Reference No.: DICTBAC2NOA-2021-04) has been received by the **SUPPLIER** on 08 March 2021 **(Annex "E"),** and all the documentary requirements have already been complied.

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

SECTION 1: CONTRACT INTERPRETATION

1.1   In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Contract.

1.2   The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

1. Financial Proposal Submission Form, Summary Cost, Breakdown of Price Per Activity, Breakdown of Remuneration Per Activity, Reimbursement Per Activity, and Miscellaneous Expenses dated 10 December 2020 submitted by the Supplier (Annex "F", "G", "H", "I", "J" and "K" respectively);
2. Time Schedule for Professional Personnel (Annex "L");
3. Technical Proposal Submission Form (Annex "M");
4. Terms of Reference (Annex "N");
5. Performance Security (Annex "O");
6. General Conditions of the Contract (Annex "P");
7. Special Conditions of the Contract (Annex "Q");
8. Approved Purchase Request (Annex "R");
9. PhilGEPS Registration (Annex "S");
10. Minutes of Pre-Bid Conference (Annex "T");
11. Opening of Eligibility Documents (Annex "U");
12. Eligibility Checklist (Annex "V");
13. Financial Proposal Checklist (Annex "W");
14. Technical Proposal Evaluation Report (Annex "X");
15. Technical and Financial Evaluation Report (Annex "Y");
16. TWG Post Qualification Report (Annex "Z")

RONALD CHRISTOFFER R. CUMPAS
Authorized Representative

Witness

MANUEL ANTHONY S. TAN
OIC, Undersecretary

ANTONIO EDWARD E. PADRE
Provisional Member- End User

SECTION 2: SCOPE OF WORK

The **TRANSACTION MANAGEMENT SYSTEM (TMS)**, through the NGP, aims to provide a central transaction system needed to address and improve approaches to monitoring and evaluation of managers, directives and initiative aligned to the performance indicators set forth by the Department. The specific objectives of this procurement project are as follows:

2.1 Develop, install, configure and customize packaged TMS to be aligned with DICT services, transaction management and processes;

2.2 Complete the project and ensure turnover and competence development for the end-users and administrators of the system within the project duration of six (6) months.

2.3 Provide warranty and maintenance services;

2.4 Provide consultancy regarding the TMS development, best practices and integration to other related system

Moving forward, the successful implementation of TMS in the DICT will also open opportunities for DICT to provide TMS to other agencies that may need the same service solution.

The proponent will perform and deliver the following:

a. Functional Features of the TMS
b. Technical Features of the TMS
c. Project Management Planning
d. Workflow and Compliance Monitoring Workshop
e. Governance Workflow design
f. Systems Development
g. Technical Support Desk
h. DICT Governance Analytics
i. Training, Handover and Documentation
j. Default Workflow

The Contract Price and Breakdown Cost Per Activity for this project shall be as follows:

ITEM	QUANTITY	Input	TOTAL (in PhP)
Activity No.: 1 – Acceptance of Project Management Plan	1 lot	20 days	₱1,733,333.33
Activity No.: 2 – Acceptance of the System Design Specification		25 days	₱2,166,666.67
Activity No.: 3 – Delivery, Configuration, Installation, and Operationalization of TMS		105 days	₱29,232,000.00
Activity No.: 4 – User Acceptance Testing		20 days	₱4,701,333.31
Activity No.: 5 – Training and Documentation		10 days	₱2,166,666.69
TOTAL	**₱40,000,000.00**		
AMOUNT IN WORDS	**Forty Million Pesos Only**		

SECTION 3: PROJECT DURATION AND DELIVERY SCHEDULE

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site:

RONALD CHRISTOFFER R. CUMPAS
Authorized Representative

PARCCIA
Witness

MANUEL ANTHONY S. TAN
OIC, Undersecretary

ANTONIO EDWARD E. PADRE
Provisional Member- End User

Delivery Place	Delivery Period
DICT Main Building, along C.P. Garcia Avenue, Diliman, Quezon City.	Within six (6) months upon receipt of the Notice to Proceed

Description	Schedule (Days)
Acceptance of Project Management Plan	Within 20 calendar days upon issuance of NTP
Acceptance of the System Design Specifications	Within 45 calendar days upon issuance of NTP
Delivery, Configuration, Installation and Operationalization of TMS	Within 150 calendar days upon issuance of NTP
User Acceptance Testing	Within 170 calendar days upon issuance of NTP
Training and Documentation	Within the approved duration of Project Management (PM) Schedule per Activity Plan

SECTION 4: PAYMENT TERMS

DICT hereby covenants to pay the **SUPPLIER** in consideration of the provision for the **PROCUREMENT OF DICT TRANSACTION MANAGEMENT SYSTEM** in the amount of **PESOS: FORTY MILLION PESOS ONLY (PhP40,000,000.00).**

Milestone	Acceptance Criteria	Percentage of Billing
Project Management Plan	Project Management Plan -Scope Management Plan -Requirements Management Plan -Schedule Management Plan - Quality Management Plan - Communications Management Plan - Risk Management Plan - Change Management Plan - Migration Strategy Plan - Testing and Acceptance Plan - Training Management Plan - Project Turn-over Plan	10 %
System Design Specification	Must have the following: - Business requirements - Database Design - Application functionalities - Implementation and Deployment plan	15%
Configuration, Installation and Operationalization of TMS System	a. Technical Specification Document b. Testing and User Acceptance Plan Documents (Test case, Test Scripts) c. Deployment to Production	30%
User Acceptance Testing	a. Certificate of User Acceptance Test (Test Results, Error Logs, Defect Form, Summary Log)	30%
Training (Technical and User Training	a. Certificate of Completion of technical Training b. Training Attendance c. Training manuals, syllabi, and materials	5%
Project Closure and Acceptance	a. Certificate of Project Completion b. Certificate of Inspection and Final Acceptance c. Project Closure Report d. Post-Implementation Review Report e. Full Documentation	10%
Total		**100%**

RONALD CHRISTOFFER R. CUMPAS
Authorized Representative

Witness

MANUEL ANTHONY S. TAN
OIC, Undersecretary

ANTONIO EDWARD E. PADRE
Provisional Member- End User

The Payment shall be made only upon issuance of Final Acceptance and approved by the Head of DICT that the Procurement of Dict Transaction Management System have been completely rendered, delivered and supplied in accordance with the Terms and Conditions of the approved contract; a ten percent (10%) retention money shall be applied for every progress payment being made.

The Total retention money shall be due for release upon the request of the Supplier for the substitution of an irrevocable letter of credit or surety bond callable on demand and upon issuance of the Certificate of Inspection and Final Acceptance by DICT.

SECTION 5: WARRANTY AND OTHER REQUIREMENTS

5.1 Integration Service – at least one (1) year coverage upon project closure and acceptance.
5.4 Technical Support – local 8x5 online/onsite support.

Warranty provisions for software and application systems are for at least one (1) year Post-Implementation Support Services after Project Completion and Acceptance for at least one (1) year.

SECTION 6: TRAININGS

Training shall be on the functional and technical aspect of the TMS. The training shall serve as the capacity building for top-level managers, trainers, developers, systems administrators, database administrators for maintenance and basic troubleshooting. Training for a minimum of 5 persons per category of the following:

6.1 Top-Level Management – designed for the DICT Executives. Expected output is the Workflow Management Framework (WMF) Executive Manual for the TMS System.
6.2 Network/Systems/Database/Security Administrators – Training designed for administrator of the WMF to ensure acceptable availability of the services as well as prompt response as needed. Expected output is technical systems administration manual.
6.3 End-users – training designed for the users of the system or the encoders. Expected output is end-user's manual.

SECTION 7: PROJECT EXECUTION

7.1 Implementation

7.1.1 The Supplier should establish network solutions interoperable with the existing DICT Information Systems and network infrastructure inclusive of one (1) year maintenance support.
7.1.2 Software implementation should include data conversion/migration of database current data and initial parameter set-up into the new database as appropriate.

7.2 Project Management Plan

The Supplier shall be responsible for the different steps in project management.

7.2.1 Project Plan – This involves project planning, system design, initiation and implementation.
7.2.2 System Enhancement/Changes/Bug Fixes – The main objective is to document application enhancements through bug fixes and optimization of program codes based on the recommendation during the duration of this project.
7.2.3 System Design – This involves the review and enhancement of the existing design, as the need arises, to include software specifications, database structure design, software architectural framework, system components specifications, implementation plan, network and hardware architectural design, integration plan and quality assurance and test plan.

7.2.4 System Configuration and Program Customization – This involves modifying and configuring the system to fit DICT

7.2.5 System Integration and Testing – This would mean the integration of the different subsystems and system integration testing. The Application system will undergo functional, performance (volumetric) and operational testing.

7.2.6 User Acceptance Testing – Prior to acceptance of the system, several rounds of user testing shall be conducted on a test environment. This will involve the actual users of the system.

7.2.7 Knowledge Transfer Training – The training will involve technical training for the applications, system administration and database administration who will be responsible in maintaining the systems.

7.2.8 Implementation and Deployment – This involves development of the software installation mechanism and installation of the software systems to test and production environment.

7.3 Professional Service

The Supplier shall provide the following Professional Services:
   a. Project Manager
   b. Business / System Analyst
   c. Database/ Systems Administrators
   d. Programmers
   e. User and Technical Training Specialist

7. 4 Service Provider Responsibilities

7.4.1 The Supplier must have qualified and experienced IT personnel who will provide services in the enhancement, optimization, bug fixes and implementation of TMS.

7.4.2 The Supplier shall provide all necessary workstations, printers, peripherals, computer and office supplies for the use of their project team during the project duration.

7.4.3 The Supplier shall ensure that all files and programs are backed-up.

7.4.4 The Supplier is expected to conform to the Department rules and regulations.

7.4.5 The Supplier shall ensure the absolute confidentiality of all information, documents or records acquired in the course of or as an incident to this project. The Supplier shall comply with the Data Privacy Act of 2012. It shall not use or disclose to any person, firm or corporation any information hereto acquired for its benefit or to the detriment of the Office.

7.5 Maintenance and Support

The Service Provider shall provide Maintenance and Support Services covering all defects for the services delivered (*e.g.,* system bugs and data conversion/migration errors). These shall be acted upon, resolved, and/or replaced accordingly at no additional cost to the DICT. The Warranty and Support services shall have the following components:
   a. Support and Problem Escalation Plan
   b. Assignment of Focal Person and Contact Information
   c. The Supplier will provide resolution time based on the severity level of the reported support request (see matrix below):

Severity Level	Maximum Response Time (from the time problem is determined during the response time to the time of resolution)
High/Critical/Down	Two (2) Hours
Medium/Normal	Next Business Day
Low/General Question	Two (2) Business Days

RONALD CHRISTOFFER R. CUMPAS
Authorized Representative

Witness

MANUEL ANTHONY S. TAN
OIC, Undersecretary

ANTONIO EDWARD E. PADRE
Provisional Member- End User

SECTION 8: LIQUIDATED DAMAGES

The **SUPPLIER** shall be liable for damages for the delay in its performance of the Agreement and shall pay the **DICT** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until such goods/services are finally delivered and accepted by the **DICT**. The **DICT** shall deduct the liquidated damages from any money due or which may become due to the **SUPPLIER**, or collect from any of the securities or warranties posted by the **SUPPLIER** whichever is convenient to **DICT**. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten (10%) of the amount of this Agreement, the **DICT** may rescind this Agreement, without prejudice to other courses of action and remedies open to the **DICT**;

SECTION 9: SETTLEMENT OF DISPUTES

Any and all disputes arising from the implementation of this Contract covered by R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285. The parties hereby mutually agree that in case of court suit/litigation arising from this Contract, the same shall be filed with the Courts of Quezon City only and to the exclusion of all other courts.

SECTION 10: AMENDMENT TO THE AGREEMENT

No amendments, alterations or modifications to this Contract shall be valid on either party unless expressed in writing and executed with the same formality as this Contract.

If any provision of this Contract is for any reason found to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.

Any provisions in this Contract should be construed and implemented in accordance with the provisions of R.A. 9184 and its Implementing Rules and Regulations.

RONALD CHRISTOFFER R. CUMPAS
Authorized Representative

Witness

MANUEL ANTHONY S. TAN
OIC, Undersecretary

ANTONIO EDWARD E. PADRE
Provisional Member- End User

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

<table>
<tr>
<td align="center">DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY</td>
<td align="center">TELCOM LIVE CONTENT INC.</td>
</tr>
<tr>
<td align="center">MANUEL ANTHONY S. TAN
OIC, Undersecretary</td>
<td align="center">RONALD CHRISTOFFER R. CUMPAS
Authorized Representative</td>
</tr>
</table>

SIGNED IN THE PRESENCE OF:

<table>
<tr>
<td align="center">ANTONIO EDWARD E. PADRE
Provisional Member – End User</td>
<td align="center">Witness</td>
</tr>
</table>

CERTIFIED FUNDS AVAILABLE:

<table>
<tr>
<td align="center">MANUEL C. SATUITO
Budget Officer</td>
<td align="center">HECTOR A. LUMAGBAS
Accountant IV</td>
</tr>
</table>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
CITY OF ___Mandaluyong City___ **} ss.**

Before me, this __MAY 1 1 2021__ in the City of __Mandaluyong City__, Philippines, personally appeared:

NAME	COMPETENT PROOF OF IDENTITY	ISSUED AT	ISSUED ON
MANUEL ANTHONY S. TAN RONALD CHRISTOFFER CUMPAS			

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed.

This instrument, consisting of ten (10) pages, including the page on which this acknowledgment is written, has been signed on each and every page thereof by the parties and their witness, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year, and place above written

Doc. No.___209___
Page No.___43___
Book No.___√___
Series of 2021

ATTY. JAIME J. AMOR III
Notary Public for the City of Mandaluyong
Appointment No. 0539-19 until Dec. 31, 2020
Unit 28 & 30 2ⁿᵈ Flr., Facilities Centre Bldg.,
548 Shaw Blvd., Mandaluyong City 1552
Roll of Attorneys No. 64166
IBP No. 063388/01-04-2019/RSM
PTR No. 2847495/01 16-2019/Mand. City
MCLE Compliance No. VI-0021435 / Mar 26, 2019

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}

CITY OF ___Mandaluyong City___ **} ss.**

Before me, this MAY 1 1 2021 in the City of ___Mandaluyong City___, Philippines, personally appeared:

NAME	COMPETENT PROOF OF IDENTITY	ISSUED AT	ISSUED ON
RONALD CHRISTOFFER R. CUMPAS MANUEL ANTHONY C. TAN			

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed.

This instrument, consisting of ten (10) pages, including the page on which this acknowledgment is written, has been signed on each and every page thereof by the parties and their witness, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year, and place above written

Doc. No. _209_
Page No. _43_
Book No. _V_
Series of 2021

<div align="center">

ATTY. JAIME J. AMOR III
Notary Public of the City of Mandaluyong
Appointment No. 0539-19 until Dec. 31, 2020
Unit 28 & 29 2ⁿᵈ Flr., Facilities Centre Bldg.,
548 Shaw Blvd., Mandaluyong City 1552
Roll of Attorneys No. 64166
IBP No. 063388/01-04-2019/RSM
PTR No. 2847495/01 16-2019/Mand. City
MCLE Compliance No. VI-0021435 / Mar 26, 2019

</div>