TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System

TESDA-CO-2021-05

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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d.   The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e.   Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f.   For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – **Government** Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services: A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION OF AND TRAINING ON BIOMETRIC-ENABLED SCHOLARSHIP REGISTRATION MANAGEMENT SYSTEM

1. The **Technical Education and Skills Development Authority (TESDA)**, through the **General Appropriations Act (GAA) CY 2020 Continuing Appropriation** intends to apply the sum of **Forty-Four Million Pesos (₱44,000,000.00)** for the **Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System** being the ABC to payments under the contract for all items. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

LOT NO.	TITLE	ABC
1	Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System	₱44,000,000.00
TOTAL		₱44,000,000.00

2. The **TESDA** now invites bids for the above Procurement Project. Delivery of the Goods is required by November 2021 to December 2021. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from TESDA and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m. starting **24 July 2021.**

East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City 1630
Land Line: (+632)888-5641 to 46 CP Number: (+639)17-4794370 (text only) Telefax No.: (+632)893-2454
www.tesda.gov.ph, contactcenter@tesda.gov.ph   1

TESDA Abot Lahat

5.   A complete set of Bidding Documents may be acquired by interested Bidders beginning **24 July 2021 until 17 August 2021** from the given address and website(s) below and upon payment of the applicable fees of the applicable fee for the Bidding Documents in the amount of **Five Thousand Pesos (Php5,000.00).**

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6.   The TESDA will hold a Pre-Bid Conference on **3 August 2021** at **2:00 p.m.** through video conferencing or webcasting via **Zoom** which shall be open to prospective bidders.
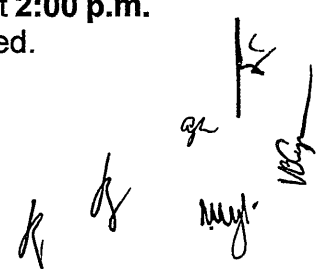
In line with the precautionary health measures being adopted by the agency, interested bidders may join the Pre-Bid Conference via video-conference (Zoom). In order to secure the zoom link password, prospective bidders are advised to send an email request to the BAC Secretariat at **bacsecretariat@tesda.gov.ph NOT LATER THAN 5:00 p.m. 2 August 2021,** together with the following details:

   a. Name of Project
   b. Bid Reference
   c. Activity
   d. Company Name
   e. Address
   f. Name of Representative [maximum of two (2)]
   g. Contact Nos.
   h. E-mail Address
   i. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids. Only the **pre-registered representative/s or personnel** shall be allowed to attend during Zoom Video Conference.

7.   Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **17 August 2021** at **2:00 p.m.** Online submission is not yet available. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **17 August 2021** at **2:15 p.m.** at the Tandang Sora Hall, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 1630. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
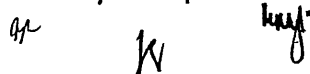
    Due to community quarantine measures, only one (1) representative is allowed to attend personally in the bid opening and will be required to follow the TESDA protocol for Visitors specifically on compliance with social distancing, wearing of face masks and face shields, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at TESDA. Visitors who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature and sneezing are advised not to proceed to TESDA since they will not be allowed to enter the TESDA compound.

10. The **TESDA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

    Arcadia Creselda P. Balinas
    Head, BAC Secretariat
    3rd Floor, Procurement Division
    TESDA Administration Building
    East Service Road, South Luzon Expressway (SLEX)
    Fort Bonifacio, Taguig City 1630
    Telefax: (02) 8893-8296
    E-mail: bacsecretariat@tesda.gov.ph

12. You may visit https://www.tesda.gov.ph/About/TESDA/149 for downloading of Bidding Documents.

Date of Issue: 23 July 2021

DDG LINA C. SARMIENTO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **TESDA** wishes to receive Bids for the **Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System**, with identification number **TESDA-CO-2021-05**.

The Procurement Project (referred to herein as "Project") is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2020-Continuing Appropriation** in the amount of **Forty-Four Million Pesos (₱44,000,000.00) inclusive of VAT.**

2.2. The source ·of funding is the Medium-Term Information and Communications Technology Harmonization Initiative (MITHI) Fund.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the· contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership is not allowed to participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **3 August 2021** at **2:00 p.m.** through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents).**

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service

establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

    i.   The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

    ii.   The cost of all customs duties and sales and other taxes already paid or payable;

    iii.   The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

    iv.   The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

    i.   Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use

transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **15 December 2021 (120 days from bid opening)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
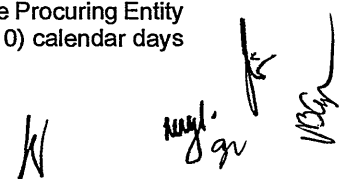
15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated *"passed,"* using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project is composed of one (1) Lot, shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
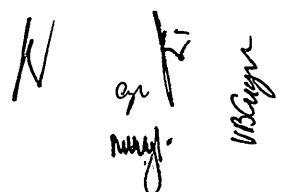
Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. any contract on **Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System**, and must be at least equivalent to fifty percent (50%) of the ABC; and b. completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.
11.4	Not applicable.
12.1 (b)	The price of the Goods shall be quoted DDP in the Philippines.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <table><tr><th>Lot No.</th><th>Title</th><th>Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)</th><th>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)</th></tr><tr><td>1</td><td>Supply, Delivery, Installation, Configuration of, and Training on Biometric-Enabled Scholarship Registration Management System</td><td>₱ 880,000.00</td><td>₱ 2,200,000.00</td></tr></table>
15	Each Bidder shall submit one copy of the first and second components of its Bid. The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

ITB Clause	
19.3	The Project will be awarded by lot, details of which are as follows: | Lot No.	Item
1	Supply, Delivery, Installation, Configuration of, and Training on Biometric-Enabled Scholarship Registration Management System	

20.1	• Proof of ongoing/outstanding contract/s as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed.
	
	• Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (*template of which is hereto attached as Annex "A"*).
	
	• Submission of pieces of evidence such as but not limited to manufacturer's or distributor's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate as proof of compliance with the bidder's actual offer, if applicable.
	
	* • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).
	* • Either of the following:
	
	  a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or
	
	  b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS
	
	* Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.
	
	• Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration.

ITB Clause	
	N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original. • The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.
21.1	No additional requirement.

(Bidder's Client's Company Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that **_(NAME OF BIDDER)_** has provided our company/ agency with **Biometric-Enabled Scholarship Registration Management System.** Based on our evaluation of their services using the following criteria: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, and (iv) contract administration and management, we give **_(NAME OF BIDDER)_** a rating of:

☐   **EXCELLENT**

☐   **VERY SATISFACTORY**

☐   **SATISFACTORY**

☐   **POOR**

This Certification shall form part of the Technical Documentary Requirements in line with _____ **_(NAME OF BIDDER)_** ___ _participation_ for the **Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System.**

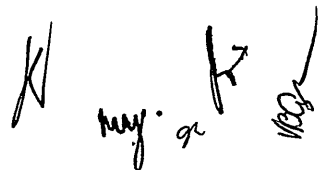Issued this _____ day of _____ in _____, Philippines.

Name of Company (Bidder's Client)	Signature over Printed Name of Head of Authorized Representative
Address	E-mail Address
Tel./Fax No.	

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1.   Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2.   The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
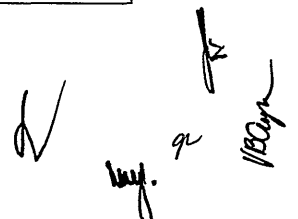
If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract
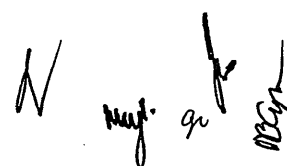
GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: [For Goods supplied from abroad] "The delivery terms applicable to the Contract are DDP delivered in the Philippines. [For Goods supplied from within the Philippines] "The delivery terms applicable to this Contract are delivered as specified in Section VI. Schedule of Requirements, specifically in the TESDA Central Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is: **Technical Education and Skills Development Authority** East Service Road, South Luzon Expressway (SLEX) Fort Bonifacio, Taguig City 1630 Contact Person: **Ms. Lourdes F. Castante** Chief Management Information and Technology Division Regional Operations Management Office (MITD, ROMO) Tel/Fax No. (02) 8893-8281 **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

GCC Clause	
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods, as applicable. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment shall be made in tranches as specified below: <table><tr><td>General Description</td><td>Delivery</td><td>% Of Amount to be released</td><td>Documentary Requirements</td></tr><tr><td>Upon User Acceptance Test</td><td>Within 30 calendar days from the time the customized system passed UAT</td><td>30%</td><td>Certificate of Acceptance</td></tr><tr><td>Full Deployment of the System</td><td>15 Days Upon receipt of billing request</td><td>30%</td><td>Certificate of Completion and Acceptance Reports from the Operating Units</td></tr><tr><td>Maintenance and Support</td><td>15 Days Upon receipt of billing request</td><td>40% (sub-divided per quarter for 12 months</td><td>Billing Request, system maintenance activity reports (if any), SLA uptime computation</td></tr></table>
3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.
4	The test parameters to be used during the inspection of the goods being offered by the bidders are found in Section VII – Technical Specifications of the Bidding Documents

GCC Clause	
5.1	All items shall have System warranty for twenty-four (24) months inclusive of the following: • Commercial Off the Shelf Software licenses (if any); • Annual AVP; • All System upgrades (if necessary); • 12 hours, 6 days a week email support for all scholars; • 12 hours, 5 days a week phone support for school administrators and TESDA personnel; • Software Customization requirements; and • Unlimited number of FR for the duration of the support and maintenance (24 months)

Section VI. Schedule of Requirements

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

Lot No.	Description	Quantity	Delivery Period
1	Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System	1 Lot	**Forty-Five (45) Calendar days upon receipt of Notice to Proceed**

The winning bidder shall provide the following:

1. Supply, delivery, configuration, installation and training of the Biometric-enable Scholarship Registration System (BSRS) including a perpetual license for the use of the BSRS application. For purposes of this contract, the BSRS shall have a perpetual license to use the software in its current version and form;
2. Provide other necessary services not included in subscription provided by the procuring entity enumerated in 3.1. These include (but are not limited to) VPN Licenses, database licenses, database and API connectors, and etc.
3. Submit the technical architectural design of the solution to be approved by the procuring entity.
4. Submit Recommended Firewall and anti-DDOS configuration.
5. Installation of the BSRS in a web application using the domain name, URL and SSL certificates furnished by TESDA;
6. Provisioning for all other software licenses required by BSRS for twenty-four (24) months upon acceptance of the user testing. Software licenses required by the BSRS web application includes (but not limited to), the operating system, database software, web presentation layer software, and etc.
7. Provision for email technical support for scholars and TESDA officials for twenty-four (24) months upon acceptance of user testing;
8. On-call/phone support for TESDA officials for twenty-four (24) months upon acceptance of user testing;
9. Post-user Acceptance Test (UAT) software customization for an estimated 2,000 manhours;
10. Furnishing of detailed operations and maintenance manual for each appropriate unit of the BSRS;
11. Performance or supervision or maintenance and/or repair of the supplied Goods, for twenty-four (24) months upon acceptance of user testing, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;
12. "Maintenance" means updating BSRS web application to comply with the evolving information security landscape, and updating all of the BSRS software components to their latest versions;

13. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods;
14. Provisions of self-help videos in the BSRS website to assist scholars on how to use the system;
15. All other incidental services that are reasonably require for the completion of the Project.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder	**Signature over Printed Name of Authorized Representative**	**Date**

Section VII. Technical Specifications

Technical Specifications

NAME OF THE PROJECT : Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System

QUANTITY : 1 Lot

APPROVED BUDGET FOR THE CONTRACT : Forty-Four Million Pesos (₱44,000,000.00)

Item No.	Description	Agency Specifications	Statement of Compliance*
1	**Risk mitigation capabilities of the proposed BSRS**		
	1. A past scholar trying to apply for the same scholarship, or a current scholar trying to apply for a concurrent scholarship program (aka double-dipping)	1.1 System should be able to compare a scholarship applicant's facial biometric data versus all approved and disapproved scholars biometric information to ensure the face is unique. This is then presented to the appropriate TESDA investigating officer.	
		1.2 Scholar's name or address is ran against the database to check for any similar names or addresses, and present them to the appropriate TESDA investigating officer.	
		1.3 System shall automatically disallow any registered scholar from enrolling to a new program.	
	2. Applicant is using a fake or fictitious identity	2.1 The system shall be able to analyze the captured facial biometric data for liveness (e.g., the photo captured was of a live person and not of a poster or a still photo).	
		2.2 The scholar's address is presented to a TESDA investigating officer.	
		2.3 The scholar's probable biological gender is presented by the system to the TESDA official to aid in investigation.	
	3. Non-qualified applicants are accepted as scholars in a program.	3.1 The system shall present the probable age of an applicant using the facial biometric data to the TESDA official to aid in the investigation.	
		3.2 Scholars shall upload documents to the system which TESDA and TVI school officials can inspect.	

Item No.	Description	Agency Specifications	Statement of Compliance*
	4. Delinquent scholars	4.1 The system shall have a facial recognition attendance system	
		4.2 Attendance reports are generated without any human intervention. That is, the system prepares the attendance report based on faces captured during the attendance checking process.	
		4.3 Pass or fail grades of scholars will have to be indicated by instructors and / or school administrators for viewing of TESDA officials.	
		4.4 The instructor can drop scholars who are not attending. Dropping of scholars from the program will be concurred by the school administrator and TESDA will be informed in real-time.	
	5. Collusion between TVI and TESDA officials to grant more scholarship allocations to schools	5.1 All activities such as approvals in the system is logged.	
		5.2 All system access including those of IT is logged and auditable.	
		5.3 Real-time reports are available. On-demand reports can be generated if an investigation is being conducted.	
	6. TVIs are offering courses that they are not qualified to give thereby reducing the quality of the TVET program	6.1 All qualified instructors' profiles are uploaded into the system. Only qualified instructors are allowed to "start classes".	
		6.2 Instructors are prohibited by the system to start two simultaneous classes.	
		6.3 TESDA district / city / provincial / regional / central office can look at all classes currently opened from within the system. They can also see the instructor and class utilization.	
		6.4 Scholars will only be allowed to enroll from a list of TVET programs per school per campus, vetted by TESDA officials, and uploaded into the system.	
	7. TVIs are requesting for scholarship claims beyond their absorptive capacity	7.1 The maximum number of participants per class, per school, per campus shall be controlled by TESDA from within the BSRS. Once the maximum number of scholars annually is reached for a program, the system shall automatically	

Item No.	Description	Agency Specifications	Statement of Compliance*
		close the class and will no longer allow scholars to enroll in that class.	
2	**Support Infrastructure (Front end and Back end)**		
	2.1 Cloud-based architecture **The procuring entity will provide the following:**	2.1.1 License for web-hosting solution.	
		2.1.2 Server instances inside the web-hosting solution including the redundancy for storage and database instances to ensure compliance to the service level agreements.	
		2.1.3 All -software-based perimeter defense subscriptions with the web-hosting solution to secure the system including an internet facing firewall and anti-DDOS system.	
		2.1.4 Appropriate SSL TLS certificates.	
	2.2 Web application and device compatibility	2.2.1 The application must be accessible anywhere, using the latest version of commonly used web browser (Microsoft Edge, Internet Explorer, Google Chrome, Mozilla Firefox and Safari).	
		2.2.2 The web application must be usable in any web-capable device such as desktop computers, laptops, tablets, and smart phones.	
	2.3 Universal compatibility of the BSRS to commercially available cameras	2.3.1 To ensure the quick deployment of the system, and considering that TVIs are geographically dispersed, the biometric capture system must work using any standard 720 HD or higher resolution web camera, or phone camera subject to capable lighting conditions.	
		2.3.2 The system must inform the user if the captured photo was not within the required resolution to make a biometric analysis including the 1: N comparison. The user can then use a separate camera, move to a better-lit environment, or adjust the angle of the photo capture.	
	2.4 System Capacity 1 (Registration)	The BSRS should be capable of doing a one-to-many comparison of similar faces, or a combination of similar names and similar addresses for a scholarship applicant / registrant against a database of all approved and disapproved scholarship applicants for the past 5 years (1: N	

Item No.	Description	Agency Specifications	Statement of Compliance*
		comparison). This is approximately a comparison of one biometric data and name / profile record, versus ~3 million facial biometric data and name / profile record.	
	2.5 Data Retention and backup	2.5.1 The BSRS must be able to save the profile of each scholar, including their attendance records, facial capture photo taken during registration and all succeeding authorized recapture of photo, certificates, and etc. for a minimum period of 5 years.	
		2.5.2 Facial Recognition for all scholars for attendance shall be retained by the system for five years as per requirement 2.5.1.	
		2.5.3 The system must be capable of recovering from a catastrophic data loss within 12 hours with a recovery point objective (RPO) of two (2) hours.	
		2.5.4 The winning bidder shall provide for free all required Infrastructure as a Service (IaaS) subscription to comply with items 2.5 and 2.6 of this section, 24 months upon acceptance of user testing. Thereafter, the cost of the subscription shall be for the account of the procuring entity.	
	2.6 Service Level Agreement (SLA)	2.6.1 The system's architecture must be able to comply with a 99.5% service uptime computed annually.	
		2.6.2 The winning bidder shall provide an adequate manpower 12 hours x 6 days (Monday to Saturday) email support for all users of BSRS.	
		2.6.3 The winning bidder shall provide an adequate manpower 8 hours x 5 days (Monday-Friday) phone support for the procuring entity employees using the BSRS.	
		2.6.4 The web application shall be provided to the procuring entity with a lifetime / perpetual use license; while all other software and IaaS components shall be provided as part of the solution up to 24 months upon acceptance of user testing as provided for in sections 2.1.2 and 2.5.4.	

Item No.	Description	Agency Specifications	Statement of Compliance*
	2.7 I/O Capability	The system must be able to handle a facial recognition transaction of 60 million per year. To prove the providers capability, the provider must provide proof that it was able to deploy a single project in the Philippines where its system was able to handle at least 1 million facial-recognition transactions in a year.	
	2.8 Scalability	The system must demonstrate its ability to scale by showing that the cloud-architecture's bandwidth, storage, memory and computing requirements can easily be changed without requiring the provisioning of specialized hardware.	
	2.9 Acid Database	Due to the bulk of the transaction, the system's database must be compliant with the ACID (Atomicity, Consistency, Isolation, Durability) property.	
	2.10 Data Ownership	All data must be owned by TESDA and the databases, including all files and folders containing submitted documents, and photos of students should be turned over to TESDA periodically using a digital facility to be provided for by TESDA MITD.	
	2.11 Perpetual Software license	2.11.1 The winning bidder must provide a perpetual license to the system-deployed version of the core BSRS application software and its operating system must have a perpetual license excluding the commercial off-the-shelf software licenses such as database software, ticketing system (if any), and etc.	
		2.11.2 The winning bidder shall provide the software licenses for all COTS software for free up to 24 months upon acceptance of user testing. Thereafter, the cost of the subscription shall be for the account of the procuring entity.	
	2.12 Compliance to the Data Privacy Act	The provider must be certified by the National Privacy Commission to be compliant with the Data privacy regulations of the country.	
	2.13 Unlinkability and Anonymity	2.13.1 The provider must submit its technical compliance to the unlinkability property where the pictures stored in the system cannot	

Item No.	Description	Agency Specifications	Statement of Compliance*
		be linked to the plaintext names and Universal Learners ID of scholars in the database.	
		2.13.2 The provider must submit its technical compliance to the anonymization of scholars' photos.	
		2.13.3 Technical documentation to show that at no instance in the database is the name, address, age, gender, and any other private information stored in plaintext in the database.	
	2.14 Vulnerability Assessment	The system must be scanned for vulnerabilities from its public interface by the Department of Information and Communications Technology (DICT) Cyber-Security Bureau or a third-party recognized cyber-security assessment provider. No major vulnerability must be found based on the latest **US National Institute of Standards and Technology (NIST) National Vulnerability Database (NVD)**.	
	2.15 Cybersecurity Response	Submit an approved Cybersecurity incident response procedure.	
	2.16 Firewalls and Web Application Security	2.16.1 The procuring entity must provide an OSI layer 8 application firewall to protect all internet exposed components of the system.	
		2.16.2 The web application must follow the Transport Secure layer version 1.2. standard or better. TESDA shall provide the SSL certificates required for the project.	
	2.17 Acceptable Cryptographic Primitives	2.17.1 All cryptographic primitives used by the system should not be proprietary. Cryptographic primitives are the algorithms used for: (1) encryption; (2) data signing; (3) key generation; (4) key wrapping; (5) hashes; (6) random number generator; (7) message authentication code; (8) asymmetric key generation.	
		2.17.2 Symmetric keys should not be smaller than 128 bits employing the acceptable non-proprietary symmetric cryptographic primitives (i.e., TDES, AES).	
		2.17.3 Asymmetric key lengths should not be smaller than 2048 bits for RSA,	

Item No.	Description	Agency Specifications	Statement of Compliance*
		and 1024 bits for their elliptic curve variants.	
	2.18 Data Compartmentalization	Data of students must only be viewable by the student and the concerned TESDA official, and school official who has legitimate access to such data. Student profiles must not be viewable by any other entity (including IT and database administrators) in plain text.	
	2.19 RBAC	The system must allow TESDA officials and administrators to define access rights based on a Role Based Access Control matrix viewable from an administration panel in the system.	
	2.20 Audit Logs	2.20.1 The system must log all changes to its configurable components, all changes to student profiles, and all approvals.	
		2.20.2 Any change in an audit log (e.g., by an administrator, or a system) must also be logged in a separate system log.	
		2.20.3 system logs must include the date and time of the access, what was accessed, what changed, and the user account used to make the change.	
	2.21 Multi-factor Authentication	2.6.5 The system must employ a multi-factor authentication to login using a combination of at least two of the following: (1) something you know (e.g., password or pin); (2) something you have (e.g., mobile phone or email authentication); and, (3) something you are (e.g., biometric authentication).	
		2.6.6 All logins for any role to the system must employ multi-factor authentication. Some secure functions such as changing the RBAC rights, users may be prompted to input their passwords again to confirm.	
3	**Related Policies and Documentary Requirement**		
	3.1 Completely Web Based	The applicant must be able to register online, including enrolling his/her facial biometric data, anywhere, and using any computing device (please refer to general technical requirements).	

Item No.	Description	Agency Specifications		Statement of Compliance*
	3.2 Document Attachments	3.2.1	The system must be capable of attaching, and storing application required documents in PDF, and JPG format with a file size limit of not less than 8 MB. Attached documents should be retained as per requirement 2.5.	
		3.2.2	The attached documents must be categorized into the following: (a) Identification; (b) Transcript of Records (if applicable); (c) Birth Certificate; (d) Diploma; (e) other documents.	
		3.2.3	Attached documents must be viewable by School officials, TESDA officials, and the student.	
		3.2.4	During the approval process, TESDA officials must be able to request for additional documentation from the applicant using the system.	
	3.3 Data Input during Registration	The applicant is able to input all data currently being requested in the current TESDA learner's profile registration form.		
	3.4 Biometric Capture during Registration	3.4.1	The system must capture the applicant's face using any commercial camera with at least 720 HD resolution (Please see general technical requirement 2.3.1).	
		3.4.2	The system must automatically inform the applicant if the biometric capture failed in the liveness or quality checks and prompt the applicant to have his / her photo retaken.	
		3.4.3	The system must be able to detect liveness of the applicant (e.g., the capture will fail if a life-size poster was presented for biometric capture).	
		3.4.4	The system must be capable of approximating the age of and biological gender of the applicant.	
	3.5 E-mail [confirmation before continuing registration	To avoid spam applicants, an email should be sent asking scholar-applicants to confirm their emails before they can continue with their registration.		
	3.6 Auto-save function	When disconnected from the internet, the scholar applicant should be able		

Item No.	Description	Agency Specifications	Statement of Compliance*
		to continue inputting their registration data from the last page they last accessed online. The system should auto-save a user's inputs per page.	
	3.7 Registration Approval Workflow	3.7.1 The system should check for risk factors in the scholarship application (refer to functional requirement 2. Risk Management Module). If a risk is found, the approval must be coursed through the appropriate TESDA officer in the main office. It will then follow the risk management module workflow.	
		3.7.2 If no risk factor is found, the registration will be automatically approved (note: student enrollment is a different workflow).	
	3.8 Registered Scholars' Allowed Actions in the System	Once the registration is approved, scholars can perform the following online:	
		3.8.1 Request for changes in their name (if married) or address. This will require approval from the District / Provincial Office of TESDA (District / Provincial Director's office).	
		3.8.2 Changes in their contact number. This does not require TESDA approval.	
		3.8.3 Upload additional documents.	
		3.8.4 View all communications sent by TESDA or their school (announcements, personal messages sent affecting their scholarship, etc.). Records of communications is subject to the data retention policy in the general technical requirements.	
	3.9 ULI and QR Code	The BSRS should generate a ULI and a QR code containing the approved scholar registration ULI and name. The QR code and ULI can be used in the attendance modules, and other digital transactions with TESDA.	
	3.10 Automated Risk Assessment	Upon registration (see requirement 3.5.), the scholar-applicant's risk profile will be assessed using the following parameters:	
		3.10.1 check for similar faces against all registered / approved scholar profile in the database, both current and historical (1: N matching);	

Item No.	Description	Agency Specifications	Statement of Compliance*
		3.10.2 Similar complete name within 5 characters;	
		3.10.3 Same address up to street level. To simplify the risk assessment, province, city, and Barangay should be dropdown lists during registration.	
		3.10.4 probable gender mismatch based on facial biometric data;	
		3.10.5 probable age mismatch within a +/- 10 years based on facial biometric data;	
	3.11 Risk assessment workflow	3.11.1 If any one criteria in 2.1 is found, the profile is sent to a TESDA officer in the main office, along with the profile of the matching student.	
		3.11.2 TESDA officers can request the scholar to either upload additional documents, or even to have their facial biometric data re-captured. The request will be sent via the system to the applicant's registered email address.	
		3.11.3 TESDA will either approve or disapprove the scholarship applicant. The applicant's data should remain in the system and future 1: N matches should consider both approved and disapproved scholars application records.	
	3.12 Only registered scholars are allowed to enroll	Only scholars with an approved registration (requirement 3.7) shall be allowed to submit an application for enrollment to a course.	
	3.13 School and course selection filters	3.13.1 Students should be able to find the location of a course per school, per campus per political administrative region (province and municipality).	
		3.13.2 Only an approved list of courses should be seen per campus per school.	
		3.13.3 The maximum allowed number of scholars as per the approved absorptive capacity per school per campus per course shall be clearly indicated in the search filter, along with the number of "enrolled".	
	3.14 Restriction on exceeding scholars' enrolment based on	3.14.1 The system shall count the number of approved scholars per campus by course based on an uploaded approved "absorptive capacity".	

Item No.	Description	Agency Specifications	Statement of Compliance*
	approved absorptive capacity	3.14.2 The system should not allow the number of enrollees to exceed the approved absorptive capacity per campus per course.	
	3.15 Enrolment workflow	3.15.1 A completed application for enrollment to a campus and course shall be routed to the registered school administrator / registrar.	
		3.15.2 Upon receipt of the application, the school administrator / registrar or their staff should be able to perform any of the following through the system: (a) approve the application; (b) request for additional documents; (c) disapprove the application.	
		3.15.3 All actions of the school enumerated in 3.4.2, including copies of the communications sent to the registered scholar shall be archived in the system and retrievable in a "communications" or history tab located in the student's profile page.	
	3.16 System enforced scholar enrollment application restrictions	3.16.1 the scholar can only apply to one course at any given time. The registered scholar must wait for an existing application for enrollment to be disapproved before the scholar can apply to another school, campus, or course.	
		3.16.2 If a scholar is already accepted in a program, the scholar cannot enroll to another course until the existing program has ended, or the scholar was "dropped" from the course.	
	3.17 List of approved courses per school to be uploaded by TESDA	The system should be able to communicate to T2MIS via API to access approved courses per school per school campus along with the maximum scholars per course.	
	3.18 School Administrator's dashboard	There should be a dashboard for the school administrator or his/her staff that shows the data uploaded in requirement 3.1 for that specific school.	
	3.19 Sub-module for school to update the class details	3.19.1 There should be a facility where the school can key-in the class schedules of the approved TESDA classes and courses.	
		3.19.2 The school shall indicate the maximum number of scholars per class.	

Item No.	Description	Agency Specifications	Statement of Compliance*
		3.19.3 The school shall assign the instructor or instructors per class scheduled. The system should allow for multiple instructors to be assigned per class.	
	3.20 Course management	3.20.1 Once the details enumerated in 3.3 were already completed, the school administrator shall now indicate the course as "registration open". This means that the course can now be seen by scholar-applicants.	
		3.20.2 The school administrator can accept scholarship applications per course subject to the restrictions in requirements 2.3. and 2.5.	
		3.20.3 Once the course has already met its maximum number of scholars enrolled, the school administrator can either cancel a scholar applicant from the enrolment, or the school administrator can indicate the course as "registration closed" which means that it will no longer accept applicants.	
		3.20.4 At the start of the course, the school administrator will change the course's status to "started". This meant that the instructors can now start class and open the attendance module.	
		3.20.5 At the end of the course (or when the program is no longer running), the school administrator should change the course status to "closed".	
	3.21 Attendance system	3.21.1 When a course is already "started", the instructor can go to the "class / course management" module, and see all courses s/he is assigned to.	
		3.21.2 The instructor can select a course, authenticate himself or herself using facial recognition, and choose to "start class". The attendance module will then show.	
		3.21.3 The attendance should be facial recognition based.	
		3.21.4 The attendance should be done with students touching the device for a maximum of only once, with zero, or touch-free attendance function preferred.	

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		3.21.5 If it fails, TESDA will still be provided the photo capture of the "failed" biometric FR attempt. It will be up to TESDA to determine (manually, by visual inspection) whether to accept / override the failed attendance of the online learner.	
		3.21.6 The attendance can be done at any time between the class has started, until the instructor indicated the class "ended" (prior start).	
	3.22 System enforced instructor restriction	The system must not allow an instructor to start more than one class at any given time. The instructor must end the previous class before s/he can start a new class.	
	3.23 Instructor profile page	There should be an instructor profile page which can only be seen by the instructor, school administrators, and TESDA. The profile page shall contain the facial biometric data of the instructor and other basic information and qualifications of the instructor.	
	3.24 Dropping of students	3.24.1 An instructor should drop a student using the system to allow the student to apply for another program, and to alert TESDA that the student is no longer qualified for scholarship allowance.	
		3.24.2 Dropping a student requires the concurrence of the registered school administrator.	
	3.25 Scholar's class status system	The system should allow Competency Based Training (CBT) where each unit of competency is evaluated whether C or NC. The BSRS shall allow the instructor to input the final scholar's status which could be: (1) completed, (2) incomplete or (3) dropped – Reason for dropping should be included	
	3.26 Notifications and announcements	3.26.1 All TESDA and school communications to scholars are archived and retrievable in a communications tab viewable from within the student's or instructor's profile page.	
		3.26.2 TESDA and the school can create announcements through the system. The announcements will be	

Item No.	Description		Agency Specifications	Statement of Compliance*
			sent to all registered emails of the scholars, and retrievable from within the scholars, or instructors profile page.	
	3.27	Real-time dashboards	TESDA and school administrators should be able to see a dashboard indicating the following: • # of classes started by course by campus by school expanded to per province and region. • # of scholars attending per class alongside the number of absent per class, per course, per campus per school and expanded (for TESDA) to per province and per region. • # of scholars enrolled per program per school expanded to per province and • region versus their respective absorptive capacity	
	3.28	On-demand reports	3.28.1 The system should be able to generate the following on-demand reports: a. Program start and end time and date per school including the instructor who handled the course. Program start and end time and date per school including the instructor who handled the course. b. Attendance sheet of a scholar; c. Attendance sheet of a particular class; d. Utilization report of an instructor; e. Utilization report of a school f. Certificate of Achievement; (Issued to a learner per every module or unit of competency completed) g. Progress Chart and Achievement Chart:	
			3.28.2 These reports should be generated online and can be printed as necessary.	
			3.28.3 On demand reports are detailed and must always contain dates and timestamps of actual start and end times of classes, unlike official reports which only contains the "count" of attendances, and enrollees.	

Item No.	Description	Agency Specifications	Statement of Compliance*
	3.29 Official printout of reports to be verifiable	For verifiability, all printout of reports shall include a QR code with a deep link to the actual report generated by the system.	
4	**Proof of Concept / Evidence of Compliance**		
		4.1 The LCB shall be required to perform a live demonstration of its compliance with a Minimum Viable Product (MVP) within seven (7) days from receipt of notice. The MVP is composed of the following items in this section: (a) All requirements enumerated under item VII, General Technical specification*** (b) Items 3.1 to 3.6 - the LCB should demonstrate a sample registration system employing facial recognition, capability of applicants to attach documents, and a completely web-based solution (e.g., solution does not use any specialized hardware for the biometric capture). (c) Item 3.10-the LCB should demonstrate the capability of their solution to perform a risk assessment based on liveness detection, comparing the applicant's facial data capture with a gallery, and detecting similar names and addresses; and, (d) Item 3.21 or the school attendance system using facial recognition. After successfully demonstrating the solution's MVP, the LCB shall submit a project plan and an undertaking that it shall submit the complete BSRS that complies with all the items in this section, on or before the issuance of Notice to Proceed.	
5	**User Acceptance Test**		
		5.1 Before the go-live date, TESDA shall perform a User Acceptance Testing (UAT). The UAT shall check the system's compliance to the technical and functional requirements defined in items 3 and 4 of this section, including any agreed customization requests (if any). The UAT grading system is either	

Item No.	Description	Agency Specifications	Statement of Compliance*
		"pass" or "fail" for every item in the checklist (Annex A).	
		5.2 The bidder shall be required to demonstrate the accuracy of its submitted system design to prove that the BSRS complied with the TOR and any agreed customization requests (if any).	
		5.3 Before the go-live date, TESDA shall perform a vulnerability assessment scan targeting the web application URL. To pass, TESDA should not see any vulnerabilities classified as "critical".	
6	**Training and Capacity Building**		
		The winning bidder shall design a Training Plan to ensure that the personnel shall be prepared to operate and take over the operation and maintenance of the information system. A complete training course shall be provided on all supplied components of the solution. In order to ensure that TESDA personnel are capable of operating the system, training must be provided on all supplied components of the solution as a requirement for deployment, subject to repetition on a need basis. The training must include the following: 1. Technical / System Administration Training 2. Users Training 3. Troubleshooting	

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I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date

ANNEX A - USER ACCEPTANCE TESTING CHECKLIST

	USER ACCEPTANCE TESTING CHECKLIST	PASS/FAIL
2.1	**Cloud-based architecture** **The procuring entity will provide the following:** **2.1.1.** License for web-hosting solution.	
	2.1.2. Server instances inside the web-hosting solution including the redundancy for storage and database instances to ensure compliance to the service level agreements.	
	2.1.3. All software-based perimeter defense subscriptions with the web-hosting solution to secure the system including an internet facing firewall and anti-DDOS system.	
	2.1.4. Appropriate SSL /TLS certificates.	
2.2	**Web application and device compatibility** **2.2.1.** The application must be accessible anywhere, using the latest version of commonly used web browsers (Microsoft Edge, Internet Explorer, Google Chrome, Mozilla Firefox and Safari).	
	2.2.2. The web application must be usable in any web-capable device such as desktop computers, laptops, tablets, and smartphones.	
2.3	**Universal compatibility of the BSRS to commercially available cameras** **2.3.1.** To ensure the quick deployment of the system, and considering that TVIs are geographically dispersed, the biometric capture system must work using any standard 720 HD or higher resolution web camera, or phone camera subject to capable lighting conditions.	
	2.3.2. The system must inform the user if the captured photo was not within the required resolution to make a biometric analysis including the 1: N comparison. The user can then use a separate camera, move to a better-lit environment, or adjust the angle of the photo capture.	
2.4	**System Capacity 1 (Registration)** The BSRS should be capable of doing a one-to-many comparison of similar faces, or a combination of similar names and similar addresses for a scholarship applicant / registrant against a database of all approved and disapproved scholarship applicants for the past 5 years (1: N comparison). This is approximately a comparison of one biometric data and name / profile record, versus ~3 million facial biometric data and name / profile record.	
2.5	**Data Retention and backup.** **2.5.1.** The BSRS must be able to save the profile of each scholar, including their attendance records, facial capture photo taken during registration and all succeeding authorized recapture of photo, certificates, etc. for a minimum period of 5 years.	
	2.5.2. Facial Recognition for all scholars for attendance shall be retained by the system for five years as per requirement 2.4.1.	
	2.5.3. The system must be capable of recovering from a catastrophic data loss within 12 hours with a recovery point objective (RPO) of two (2) hours.	

	2.5.4. The winning bidder shall provide for free all required Infrastructure as a Service (IaaS) subscription to comply with items 2.5 and 2.6 of this section, 24 months upon acceptance of user testing. Thereafter, the cost of the subscription shall be for the account of the procuring entity.		
2.6	**Service Level Agreement** **2.6.1.** The system's architecture must be able to comply with a 99.5% service uptime computed annually.		
	2.6.2. The winning bidder shall provide an adequate manpower for 12 hours x 6 days (Monday to Saturday) email support for all users of BSRS.		
	2.6.3. The winning bidder shall provide an adequate manpower 8 hours x 5 days (Monday – Friday) phone support for the procuring entity employees using the BSRS.		
	2.6.4. The web application shall be provided to the procuring entity with a lifetime / perpetual use license; while all other software and IaaS components shall be provided as part of the solution up to 24 months upon acceptance of user testing.		
2.7	**I/O Capability** The system must be able to handle a facial recognition transaction of 60 million per year. To prove the provider's capability, the provider must provide proof that it was able to deploy a single project in the Philippines where its system was able to handle at least 1 million facial-recognition transactions in a year.		
2.8	**Scalability** The system must demonstrate its ability to scale by showing that the cloud-architecture's bandwidth, storage, memory and computing requirements can easily be changed without requiring the provisioning of specialized hardware.		
2.9	**ACID Database** Due to the bulk of the transaction, the system's database must be compliant with the ACID (Atomicity, Consistency, Isolation, Durability) property.		
2.10	**Data Ownership** All data must be owned by TESDA and the databases, including all files and folders containing submitted documents, and photos of students should be turned over to TESDA periodically using a digital facility to be provided for by TESDA MITD.		
2.11	**Perpetual Software license** 2.11.1. The winning bidder must provide a perpetual license to the system-deployed version of the core BSRS application software and its operating system must have a perpetual license *excluding* the commercial off-the-shelf software licenses such as database software, ticketing system (if any), and etc.		
	2.11.2. The winning bidder shall provide the software licenses for all COTS software for free up to 24 months upon acceptance of user testing. Thereafter, the cost of the subscription shall be for the account of the procuring entity.		
2.12	**Compliance to the Data Privacy Act** The provider must be certified by the National Privacy Commission to be compliant with the Data privacy regulations of the country.		

2.13	**Unlinkability and Anonymity** 2.13.1. The provider must submit its technical compliance to the unlinkability property where the pictures stored in the system cannot be linked to the plaintext names and Universal Learners ID of scholars in the database.	
	2.13.2. The provider must submit its technical compliance to the anonymization of scholars' photos.	
	2.13.3. Technical documentation to show that at no instance in the database is the name, address, age, gender, and any other private information stored in plaintext in the database.	
2.14	**Vulnerability Assessment** The system must be scanned for vulnerabilities from its public interface by the Department of Information and Communications Technology (DICT) Cyber-Security Bureau or a third-party recognized cyber-security assessment provider. No major vulnerability must be found based on the latest **US National Institute of Standards and Technology (NIST) National Vulnerability Database (NVD).**	
2.15	**Cybersecurity Response** Submit an approved Cybersecurity incident response procedure.	
2.16	**Firewalls and Web Application Security** 2.16.1. The procuring entity must provide an OSI layer 8 application firewall to protect all internet exposed components of the system.	
	2.16.2. The web application must follow the Transport Secure layer version 1.2. standard or better. TESDA shall provide the SSL certificates required for the project.	
2.17	**Acceptable Cryptographic Primitives** 2.17.1. All cryptographic primitives used by the system should not be proprietary. Cryptographic primitives are the algorithms used for: (1) encryption; (2) data signing; (3) key generation; (4) key wrapping; (5) hashes; (6) random number generator; (7) message authentication code; (8) asymmetric key generation.	
	2.17.2. Symmetric keys should not be smaller than 128 bits employing the acceptable non-proprietary symmetric cryptographic primitives (i.e., TDES, AES).	
	2.17.3. Asymmetric key lengths should not be smaller than 2048 bits for RSA, and 1024 bits for their elliptic curve variants.	
2.18	**Data Compartmentalization** Data of students must only be viewable by the student and the concerned TESDA official, and school official who has legitimate access to such data. Student profiles must not be viewable by any other entity (including IT and database administrators) in plain text.	
2.19	**RBAC** The system must allow TESDA officials and administrators to define access rights based on a Role Based Access Control matrix viewable from an administration panel in the system.	
2.20	**Audit Logs** **2.20.1.** The system must log all changes to its configurable components, all changes to student profiles, and all approvals.	

	2.20.2. Any change in an audit log (e.g., by an administrator, or a system) must also be logged in a separate system log.		
	2.20.3. system logs must include the date and time of the access, what was accessed, what changed, and the user account used to make the change.		
2.21	**Multi-factor Authentication** **2.21.1.** The system must employ a multi-factor authentication to login using a combination of at least two of the following: (1) something you know (e.g., password or pin); (2) something you have (e.g., mobile phone or email authentication); and, (3) something you are (e.g., biometric authentication).		
	2.21.2. All logins for any role to the system must employ multi-factor authentication. Some secure functions such as changing the RBAC rights, users may be prompted to input their passwords again to confirm.		
3	**Related Policies and Documentary Requirement**		
3.1	**Completely Web Based** The applicant must be able to register online, including enrolling his/her facial biometric data, anywhere, and using any computing device.		
3.2	**Document Attachments** **3.2.1.** The system must be capable of attaching, and storing application required documents in PDF, and JPG format with a file size limit of not less than 8 MB. Attached documents should be retained as per requirement 2.5.		
	3.2.2. The attached documents must be categorized into the following: (a) Identification; (b) Transcript of Records (if applicable); (c) Birth Certificate; (d) Diploma; (e) other documents.		
	3.2.3. Attached documents must be viewable by School officials, TESDA officials, and the student.		
	3.2.4. During the approval process, TESDA officials must be able to request for additional documentation from the applicant using the system.		
3.3	**Data Input during Registration** The applicant is able to input all data currently being requested in the current TESDA learner's profile registration form.		
3.4	**Biometric Capture during Registration** **3.4.1.** The system must capture the applicant's face using any commercial camera with at least 720 HD resolution.		
	3.4.2. The system must automatically inform the applicant if the biometric capture failed in the liveness or quality checks and prompt the applicant to have his / her photo retaken.		
	3.4.3. The system must be able to detect liveness of the applicant (e.g., the capture will fail if a life-size poster was presented for biometric capture).		
	3.4.4. The system must be capable of approximating the age of and biological gender of the applicant.		

3.5	**Email confirmation before continuing registration** To avoid spam applicants, an email should be sent asking scholar-applicants to confirm their emails before they can continue with their registration.	
3.6	**Auto-save function** When disconnected from the internet, the scholar applicant should be able to continue inputting their registration data from the last page they last accessed online. The system should auto-save a user's inputs per page.	
3.7	**Registration Approval Workflow** **3.7.1.** The system should check for risk factors in the scholarship application (refer to functional requirement 2. Risk Management Module). If a risk is found, the approval must be coursed through the appropriate TESDA officer in the main office. It will then follow the risk management module workflow.	
	3.7.2. If no risk factor is found, the registration will be automatically approved (note: student enrollment is a different workflow).	
	3.8.2. Changes in their contact number. This does not require TESDA approval.	
	3.8.3. Upload additional documents.	
	3.8.4. View all communications sent by TESDA or their school (announcements, personal messages sent affecting their scholarship, etc). Records of communications is subject to the data retention policy in the general technical requirements.	
3.9.	**Unique Learner Identification (ULI) and QR Code** The BSRS should generate a Unique Learner Identification (ULI) and a QR code containing the approved scholar registration ULI and name. The QR code and ULI can be used in the attendance modules, and other digital transactions with TESDA.	
3.10	**Automated Risk Assessment** Upon registration (see requirement 3.5.), the scholar-applicant's risk profile will be assessed using the following parameters: **3.10.1.** check for similar faces against all registered / approved scholar profile in the database, both current and historical (1:N matching);	
	3.10.2. Similar complete name within 5 characters;	
	3.10.3. Same address up to street level. To simplify the risk assessment, province, city, and Barangay should be dropdown lists during registration.	
	3.10.4. probable gender mismatch based on facial biometric data;	
	3.10.5. probable age mismatch within a +/- 10 years based on facial biometric data;	
3.11	**Risk assessment workflow** **3.11.1.** If any one criteria in 2.1 is found, the profile is sent to a TESDA officer in the main office, along with the profile of the matching student.	

	3.11.2. TESDA officers can request the scholar to either upload additional documents, or even to have their facial biometric data re-captured. The request will be sent via the system to the applicant's registered email address.	
	3.11.3. TESDA will either approve or disapprove the scholarship applicant. The applicant's data should remain in the system and future 1: N matches should consider both approved and disapproved scholars application records.	
3.12	**Only registered scholars are allowed to enroll** Only scholars with an approved registration (requirement 3.7) shall be allowed to submit an application for enrollment to a course.	
3.13	**School and course selection filters** **3.13.1.** Students should be able to find the location of a course per school, per campus per political administrative region (province and municipality).	
	3.13.2. Only an approved list of courses should be seen per campus per school.	
	3.13.3. The maximum allowed number of scholars as per the approved absorptive capacity per school per campus per course shall be clearly indicated in the search filter, along with the number of "enrolled".	
3.14	**Restriction on exceeding scholars' enrolment based on approved absorptive capacity** **3.14.1.** The system shall count the number of approved scholars per campus by course based on an uploaded approved "absorptive capacity".	
	3.14.2. The system should not allow the number of enrollees to exceed the approved absorptive capacity per campus per course.	
3.15	**Enrolment workflow** **3.15.1.** A completed application for enrollment to a campus and course shall be routed to the registered school administrator / registrar.	
	3.15.2. Upon receipt of the application, the school administrator / registrar or their staff should be able to perform any of the following through the system: (a) approve the application; (b) request for additional documents; (c) disapprove the application.	
	3.15.3. All actions of the school enumerated in 3.4.2, including copies of the communications sent to the registered scholar shall be archived in the system and retrievable in a "communications" or history tab located in the student's profile page.	
3.16	**System enforced scholar enrollment application restrictions** **3.16.1.** the scholar can only apply to one course at any given time. The registered scholar must wait for an existing application for enrollment to be disapproved before the scholar can apply to another school, campus, or course.	
	3.16.2. If a scholar is already accepted in a program, the scholar cannot enroll to another course until the existing program has ended, or the scholar was "dropped" from the course.	

3.17	**List of approved courses per school to be uploaded by TESDA** The system should be able to communicate to T2MIS via API to access approved courses per school per school campus along with the maximum scholars per course.	
3.18	**School Administrator's dashboard** There should be a dashboard for the school administrator or his/her staff that shows the data uploaded in requirement 3.1 for that specific school.	
3.19	**Sub-module for school to update the class details** **3.19.1.** There should be a facility where the school can key-in the class schedules of the approved TESDA classes and courses.	
	3.19.2. The school shall indicate the maximum number of scholars per class.	
	3.19.3. The school shall assign the instructor or instructors per class scheduled. The system should allow for multiple instructors to be assigned per class.	
3.20	**Course management** **3.20.1.** Once the details enumerated in 3.3 were already completed, the school administrator shall now indicate the course as *"registration open"*. This means that the course can now be seen by scholar-applicants.	
	3.20.2. The school administrator can accept scholarship applications per course subject to the restrictions in requirements 2.3. and 2.5.	
	3.20.3. Once the course has already met its maximum number of scholars enrolled, the school administrator can either cancel a scholar applicant from the enrolment, or the school administrator can indicate the course as "registration closed" which means that it will no longer accept applicants.	
	3.20.4. At the start of the course, the school administrator will change the course's status to "started". This meant that the instructors can now start class and open the attendance module.	
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3.21	**Attendance system** **3.21.1.** When a course is already "started", the instructor can go to the "class / course management" module, and see all courses s/he is assigned to.	
	3.21.2. The instructor can select a course, authenticate himself or herself using facial recognition, and choose to "start class". The attendance module will then show.	
	3.21.3. The attendance should be facial recognition based.	
	3.21.4. The attendance should be done with students touching the device for a maximum of only once, with zero, or touch-free attendance function preferred.	
	3.21.5. If it fails, TESDA will still be provided the photo capture of the "failed" biometric FR attempt. It will be up to TESDA to determine (manually, by visual inspection) whether to accept / override the failed attendance of the online learner.	

	3.21.6. The attendance can be done at any time between the class has started, until the instructor indicated the class "ended". (Prior start)		
3.22	**System enforced instructor restriction** The system must not allow an instructor to start more than one class at any given time. The instructor must end the previous class before s/he can start a new class.		
3.23	**Instructor profile page** There should be an instructor profile page which can only be seen by the instructor, school administrators, and TESDA. The profile page shall contain the facial biometric data of the instructor and other basic information and qualifications of the instructor.		
3.24	**Dropping of students** **3.24.1.** An instructor should drop a student using the system to allow the student to apply for another program, and to alert TESDA that the student is no longer qualified for scholarship allowance.		
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3.27	**Real-time dashboards** TESDA and school administrators should be able to see a dashboard indicating the following: ■ # of classes started by course by campus by school expanded to per province and region. ■ # of scholars attending per class alongside the number of absent per class, per course, per campus per school and expanded (for TESDA) to per province and per region. ■ # of scholars enrolled per program per school expanded to per province and region versus their respective absorptive capacity		
3.28	**On-demand reports** **3.28.1.** The system should be able to generate the following on-demand reports: a. Program start and end time and date per school including the instructor who handled the course. b. Attendance sheet of a scholar; c. Attendance sheet of a particular class; d. Utilization report of an instructor;		

	e. Utilization report of a school f. Certificate of Achievement; (Issued to a learner per every module or unit of competency completed) g. Progress Chart and Achievement Chart:	
	3.28.2. These reports should be generated online and can be printed as necessary.	
	3.28.3. On demand reports are detailed and must always contain dates and timestamps of actual start and end times of classes, unlike official reports which only contain the "count" of attendances, and enrollees.	
3.29	**Official printout of reports to be verifiable** For verifiability, all printouts of reports shall include a QR code with a deep link to the actual report generated by the system.	

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I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder	**Signature over Printed Name of Authorized Representative**	**Date**

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; (Annex B) **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; (Annex C) **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; (Annex D) and

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and

☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (Annex E); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped

"received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (Annex F);

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

☐ (m) _[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]_ Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; (Annex G) **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s). (Annexes H and I)

STATEMENT OF (i) ONGOING CONTRACTS (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____(company)_____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

_____
Name and Signature of
Authorized Representative

_____
Date

*Instructions:
a) 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 called for bidding) as of:
        i. The day before the deadline of submission of bids.
b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations*

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____(company)_____ has the following completed contracts within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

_____
Name and Signature of
Authorized Representative

_____
Date

* Instructions:
a) Cut-off date as of:
    (i) Up to the day before the deadline of submission of bids.
b) In the column under "Dates" indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

BID SECURING DECLARATION FORM

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

x--x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

To: *Technical Education and Skills Development Authority (TESDA)*

I/We[2], the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

---

[2] *Select one and delete the other. Adopt the same instruction for similar terms throughout the document.*

(c)   I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month] [year]* at *[place of execution]*.

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

"Sec. 12. Competent Evidence of Identity— The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification:

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES   )
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I,   *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. ***Select one, delete the other:***

   If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

   If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. ***Select one, delete the other:***

   If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

   If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***

   If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the TESDA-CO BAC and TESDA notices may be transmitted.

Telephone No/s.: _____

Fax No/s.: _____

E-mail Addis.: _____

Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

_____
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

"Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book,

alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement"), entered into this _____ day _____ of 20__ at _____ City, Philippines by and among:

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as " _____";

- and -

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as " _____".

- and –

_____a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as " _____".

(Henceforth collectively referred to as the **"Parties"**)

WITNESSETH: That

WHEREAS, the Technical Education and Skills Development Authority (TESDA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the " _____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of TESDA-CO;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I
ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation — The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name — The name and style under which the JV shall be conducted is " _____ ";

SECTION 3. Principal Place of Business — The JV shall maintain its principal place of business at _____ ;

SECTION 4. Preparation and Documentation — The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the TESDA-CO and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to TESDA-CO, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

ARTICLE II
PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the TESDA-CO Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to TESDA-CO, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the TESDA-CO, and all other related activities/obligations, as described in Article II hereof, - the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION I. Contribution — The Parties shall contribute the amount of _____ (Php_____) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P .00
B.	-	P .00
TOTAL		P .00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing — The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions — Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss — In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the TESDA-CO in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective-successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

_____   _____

_____   _____

_____

_____

Signed in the Presence of:

_____

_____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF _____ S.S.
PROVINCE OF (in the case of Municipality)

        BEFORE ME, a Notary Public for and in the City/Municipality of ____ (indicate also the Province in the case of Municipality__, this _____ day of _____ month & year)__personally appeared the following:

        Name   ID Name, Number and Validity Date

        Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

        This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

        WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

                                        NAME OF NOTARY PUBLIC
                                        Serial No. of Commission _____
                                        Notary Public for _____ until _____
                                        Roll of Attorneys No. _____
                                        PTR No. _____ [date issued], [place issued]
                                        IBP No. ___, [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Note:

"Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

BID FORM

Date: _____

Invitation to Bid[3] N°: _____

To: The Chairperson
Bids and Awards Committee (BAC) - TESDA Central Office
Technical Education and Skills Development Authority
3rd Floor, Procurement Division
TESDA Administration Building
East Service Road, South Luzon Expressway (SLEX)
Fort Bonifacio, Taguig City 1630

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:[4]

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

---

[4] Applicable only if the Funding Source is the ADB, JICA or WB.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder,* has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for *Name of Project* of the *Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder,* to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *Name of Project* of the *Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

_____   _____
[signature]   *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

FOR GOODS OFFERED FROM ABROAD

Name of Bidder _____. Invitation to Bid[5] Number _____. Page
_____ of ___.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

_____   _____

[signature]   *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

---

[5] If ADB, JICA and WB funded projects, use IFB.

FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

Name of Bidder _____. Invitation to Bid[6] Number _____.   Page _____ of ___.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

_____
[signature]

_____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

---

[6] If ADB, JICA and WB funded projects, use IFB.

Republic of the Philippines

gppb

Government Procurement Policy Board