

ROLAND OSCARES OGUING

26-B Southern Yemen St., Better Living Subdivision,
Barangay Don Bosco, Parañaque City
roland.oguing@gmail.com

This Agreement is made this 11th day of June 2025 between **Technical Education and Skills Development Authority** (the EA) and **ROLAND OSCARES OGUING**.

*The EA wishes to engage the Consultant to provide the services for **LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project - CS101-D National Expert for the Development of Training Regulations / Competency Standards and Competency Assessment Instruments for 4IR Qualifications on Mechatronics, Industrial Automation, and Control Engineering (54332-001)**.*

The Parties agree to the terms and conditions set out in Appendix 1(A-C): Terms and Conditions, Appendix 2: Terms of Reference, Appendix 3: Remuneration and Out-of-Pocket Expenses.

The Parties have caused this Agreement to be signed on the date mentioned above:

For and on behalf of the EA


JOSE FRANCISCO "KIKO" B. BENITEZ
Secretary/Director General
TESDA

For and on behalf of the Consultant


ROLAND OSCARES OGUING
Consultant

TERMS AND CONDITIONS OF CONTRACT [Ref. No#]

DEFINITIONS

- D-1. **ADB** means the Asian Development Bank
- D-2. **Consultancy inputs** means the amount of the time when the Consultant's services are required during the engagement. One **person-month** is equivalent to 30 **calendar days** or 22 **working days**. **Home Office** work means Consultant's work at the Consultant's own office or residence; **Field** work means Consultant's work at an **Assignment Location** other than the Consultant's Place of Residence.
- D-3. **Consultant** means the person who will provide the service under the Contract.
- D-4. **Consultant's Place of Residence** is the city or province where the Consultant holds permanent residence or office.
- D-5. **Contract** comprises the Offer Letter, the Specific Conditions, the General Conditions, the Notice to Proceed (NTP) and all Appendixes to any of these documents. The Contract becomes effective upon receipt of the EA's NTP. The NTP is issued after the Consultant accepts the offer.
- D-6. **D** for Definitions; **S** for Specific Conditions and **G** for General Conditions.
- D-7. **Executing Agency (EA)** is the organization or government agency of the Government with which the Consultant signs the Contract.
- D-8. **Firm** means the company or organization through which the Consultant is engaged, if the engagement is through a firm. The reference to "Firm" in the General Conditions may be disregarded if the Contract is signed directly between the EA and the Consultant.
- D-9. **Grant** is any grant financed or cofinanced by ADB.
- D-10. **Loan** is the loan financed or co-financed by the ADB for the purpose of financing the Project.
- D-11. **Project** means **LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project** which the project under the Loan or Grant for which the Service is required.
- D-12. **Services** means the services the Consultant will perform as specified in the **Terms of Reference ("TOR")** in Appendix 2.
- D-13. **Term of Engagement** means the period when the Contract is effective.



TERMS AND CONDITIONS OF CONTRACT [Ref. No#]

SPECIFIC CONDITIONS

- S-1. **Term of Engagement:** The Consultant shall make herself available for Services from June 18, 2025 to December 15, 2025 on an intermittent basis. The commencement date is confirmed in the Notice to Proceed (NTP). Should the NTP indicate a commencement date and completion date different from the above, the NTP shall prevail.
- S-2. **Consultancy Inputs:** As required by **Terms of Reference (TOR)** in **Appendix 2**.
- S-3. **Assignment Location:** Consultant's Home Office and/or TESDA Central's Office, as needed.
- S-4. Details on S-1 to S-3 are further specified in the **Terms of Reference (TOR)** in **Appendix 2**.
- S-5. **Remuneration:** A lump sum of **PHP2,167,113.00¹** which includes remuneration and all reimbursable expenses, if any, as indicated in **Appendix 3**. Payment will be made in accordance with **General Conditions Clause 3, 4, 5, and Appendix 3**.
- S-6. **Out-of-Pocket Expenses:** Full Lump Sum without Reimbursable Expenses. Details are specified in **General Conditions Clause 4 and Appendix 3**.
- S-7. **Contract Amount:** **PHP2,167,113.00**
- S-8. **Insurance:** The Consultant shall be fully and solely responsible for taking out and maintaining adequate medical insurance and insurance against the Consultant's accidental death or for any injury incurred during the Term of the Engagement.
- S-9. **Advances:** None.
- S-10. **Executing Agency:**

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

Contact person: **Dir. Gilbert M. Castro, Project Manager**

E-mail: siptvets_pmu@tesda.gov.ph

- S-11. **Consultant's Information:**

ROLAND OSCARES OGUING

26-B Southern Yemen St., Better Living Subdivision

Barangay Don Bosco, Paranaque City

roland.oguing@gmail.com

- S-12. **Currency of Payment:** Philippine Peso

- S-13. **Bank Account of the Consultant:**

Account Number: 001520185063

Account Name: Roland Oguing

Bank: BDO Unibank, Inc.

Bank Address: LG/F SM City Bicutan, Dona Soledad Avenue corner West Service Road, Paranaque City.

¹ USD39,000 at USD1 = PHP55.5670 on CSC's approval of recommendation to award on 29 May 2025 available at <https://www.bsp.gov.ph/Lists/RERB/Attachments/2038/29May2025.pdf>



S-14. **Billing Unit:**

**Technical Education and Skills Development Authority
SIPTVETS PROJECT MANAGEMENT OFFICE**

Contact person: **Dir. Gilbert M. Castro, Project Manager**

E-mail: siptvets_pmu@tesda.gov.ph

S-15 **Counterpart facilities:** The Consultant is authorized to utilize the office space designated for the SIPTVETS Project Consultants.

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TERMS AND CONDITIONS OF CONTRACT [Ref. No#]

GENERAL CONDITIONS

- G-1. **Performance of the Consultant** - During the Term of Engagement when the Consultant's inputs are required, the Consultant shall work full time and shall diligently and effectively complete the services under the TOR. The EA reserves its right to evaluate the Consultant's performance and to maintain a record of the performance evaluation to refer to if the Consultant is considered for re-engagement.
- G-2. **Contractual Ethics** - the EA requires that Consultants and consulting firms under the Loan or Grant observe the highest standard of ethics (refer to Section 1.05 of the *Guidelines on the Use of Consultants by Asian Development Bank and Its Borrowers* and the ADB's Policy on Anti-Corruption; a copy may be obtained by visiting www.adb.org). Consultants and consulting firms under ADD financed contracts shall also act in accordance with ADB's policy on sexual harassment. The Consultant also undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract have been given or received in connection with the selection of the Consultant or in the Contract's execution.
- G-3. **Remuneration**
- a. the EA shall pay the Consultant's remuneration either to the Consultant or, if the EA engages the Consultant through a Firm, to the Firm. The EA shall pay remuneration for the period in which the EA requires the Consultant's full time (only if agreed in this Contract, part time) commitment to provide Consultancy Inputs. The payment is subject to the terms and conditions in Specific Conditions Clause 5, Appendix 3, General Conditions Clause 3, Sections b, c, d, and General Conditions Clause 5.
 - b. If Specific Conditions Clause 5 indicates a lump sum payment for the Services, the Consultant's remuneration and OPE, except for any reimbursable expenses specified in Appendix 3, will be paid in lump sum in accordance with a payment schedule shown in Appendix 3.
 - c. If Specific Conditions Clause 5 does not indicate a lump sum and if the Consultancy Inputs are less than 30 calendar days or 22 working days, the EA shall pay the remuneration in the following way:
 - i. By calendar days for the time the Consultant spends on the services in the field, that is, at a location other than the Consultant's place of residence. The field time includes the time required to travel to and from the assignment location via the most direct route, the EA official holidays, and weekends except the weekend that falls at the end of the assignment, and/or,
 - ii. By working days for the days that the Consultant works full-time to provide the services at his or her home office, that is, the Consultant's place of residence.
 - iii. The maximum number of paid working days in a calendar month is 22 for purposes of this Contract.
 - d. If Specific Conditions Clause 5 does not indicate a lump sum and if the Consultancy Inputs are 30 calendar days or more, the EA pays remuneration as follows.
 - i. By person-months, including the time required to travel to and from the assignment location via the most direct-route, the EA official holidays, and weekends except the weekend that falls at the end of the assignment.
 - ii. the EA calculates daily remuneration rates by dividing the monthly rate by 30 for a calendar day and by 22 for a working day.



- e. the EA shall determine the amount it offers for each assignment. If the EA re-engages the Consultant for a new assignment in the future, the remuneration it offers might be different from the rate for this assignment, which is indicated in Specific Conditions Clause 5.

G-4. Out-of-Pocket Expenses (OPE) and Reimbursable Expenses

- a. If Specific Conditions Clause 5 does not indicate a lump sum for Remuneration and OPE, the EA will pay OPE to the Consultant, or the Firm if the Consultant is engaged through a firm, for actual costs substantiated by receipts of purchase or other supporting documents as specified in Appendix 3, unless otherwise specified. Details of the OPE are shown in Appendix 3 which may include the following:
 - i. Per Diem Allowance is a daily allowance for accommodation and subsistence when the Consultant stays overnight at a place other than the Consultant's Place of Residence to perform the Services during the Term of Engagement.
 - ii. Travel Cost covers all transportation costs the Consultant reasonably incurs in traveling for the Services including the cost of transportation by appropriate public transport between the Consultant's Place of Residence and the nearest convenient international airport. Air travel should be economy class and by the most direct route with connecting flights. Extra costs for non-work related stop-over en-route exceeding the allowable travel time or for non-direct route flights shall be at the Consultant's own expense.
- b. If Specific Conditions Clause 5 indicates a lump sum for Remuneration and OPE without reimbursable expenses, the EA will make payments following the payment schedule in Appendix 3 and in accordance with General Conditions Clause 5.
- c. If Specific Conditions Clause 5 indicates a lump sum for Remuneration and OPE with reimbursable expenses, the EA will make payments following the payment schedule in Appendix 3 and in accordance with General Conditions Clause 5 and reimburse either the Consultant or the Firm the actual cost of the reimbursable expenses.

G-5. Payment

- a. The EA shall make payment in accordance with Specific Conditions Clause 5, General Conditions Clause 3, and General Conditions Clause 6 when applicable, within a reasonable period, normally (depending on General Conditions Clause 5-c) not more than 30 days, unless otherwise specified in Appendix 3, from the EA's receipt of the invoice from the Consultant, or the Firm if the Consultant is engaged through a firm.
- b. Unless otherwise specified in Appendix 3, the invoice shall be submitted to the EA each month with a statement showing the time the Consultant spent during that period performing the Services and with the supporting documents for the reimbursable expenses as required in Appendix 3.
- c. Payment follows the EA certifying that Services are satisfactory.
- d. The EA payments shall be made to the bank account as specified in Specific Conditions Clause 13.
- e. The EA discourages frequent change of Firm/Consultant's bank account and requires an official request with justifications for such a change. In the case of Firm, the letter must be signed by the same person who signed this Contract on behalf of the firm or an authorized representative of the Firm. The EA does not accept a third party's bank account other than the contracting party's account.



- f. The Consultant, or the Firm if the Consultant is engaged through a firm, shall submit the final invoice within 60 calendar days after the completion of the Term of Engagement or termination of the Contract. If no final invoice is received by the EA within 60 calendar days after the completion of the Term of Engagement or termination of the Contract, the EA shall make the final payment based on the Contract's account record certified by the EA after the settlement of any pending matters, such as outstanding advance payment, Contract variations or handover of equipment by the Consultant to the EA if any equipment is purchased by the Consultant using the EA funds. The EA will then close the Contract account after the final payment. All payment claims to the EA, if any, from the Consultant or the Firm, shall be considered as irrevocably waived after the closure of the Contract account.
 - g. Total payment under this Contract shall not exceed the maximum amount indicated in Specific Conditions Clause 7 unless the EA issues a Contract variation order to amend the maximum amount.
 - h. Except for the monthly and final invoice which shall be submitted by the Consultant to the EA, all requests for advances, queries and follow-ups regarding status of payments should be sent to the SIPTVETS Project Management Office, PEVOTI Building, TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, 1603.
- G-6. **Advances** - The Consultant, and the Firm if the Consultant is engaged through a firm, may request an advance on OPE up to the amount as indicated in Specific Conditions (Specific Conditions Clause 9). The advance will be recovered in the number of installments specified in Specific Conditions Clause 9 starting from the first billing. The EA must approve additional advance(s) and recovery is adjusted.
- G-7. **Insurance**
- a. Refer to Specific Conditions Clause 8.
 - b. Where the EA engages the Consultant directly or through a firm, the EA shall undertake no responsibility for life, accident, travel, or any other insurance coverage for the employees or sub-contractors of the Consultant or for the dependents of any such persons who may travel to the duty station or elsewhere for the purposes of the Services. The Consultant and the Firm (if the Consultant is engaged through a firm) shall
 - i. take out and maintain adequate insurance against loss of or damage to equipment the Firm or Consultant purchases in whole or in part with funds provided by the EA, if any. The proceeds of such insurance shall be payable in a currency freely usable to replace or repair such equipment.
 - ii. take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
 - iii. take out any other necessary insurance coverage for the Consultant.
- G-8. **Language** - All reports, unless otherwise specified in the TOR, and all communication related to the execution of this Contract shall be in English language.
- G-9. **Reports** - The Consultant shall submit to the EA reports and/or other written and electronic documents as required in the TOR. A 500-word (maximum) knowledge summary will be included in the front section of the final report to be delivered on a CD. All reports, notes drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant or the Expert while performing the Services shall be the sole and exclusive property of the EA. Upon Contract termination or conclusion, the EA has the right to direct the



disposal of such property which may be made available to the general public in the EA's sole discretion. The Consultant may retain copies of such documents and data but shall not use the same for purposes unrelated to the Services without the prior approval of the EA. After concluding the Term of Engagement, the Consultant shall continue to cooperate with the EA to clarify or explain any contents in the reports the Consultant submits. It is understood that the Consultant shall use his/her own computer or laptop to complete the Reports.

- G-10. **Intellectual Property** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall ensure that all its Services and all goods and services (including without limitation all computer hardware, software, and systems) procured by the Consultant from the EA funds or used by the Consultant in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third party claim. The Consultant, and the Firm if the Consultant is engaged through a firm, shall indemnify the EA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against the EA for actions related to performing the Services. These include the Consultant's or Firm's infringing or allegedly infringing copyright, trademark, patent, or other protected right.
- G-11. **Public Statement and Commitment** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall act discretely and refrain from making public statements about the Services or any the EA projects without the EA's prior written approval. The Consultant, and the Firm if the Consultant is engaged through a firm, has no authority to commit the EA in any capacity and shall make this clear as circumstances warrant. The Consultant should refrain from any political activity involving the assignment or in the country where the project takes place during the Term of Engagement.
- G-12. **Disclosure of Information** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall comply with the *ADB Policy on Confidentiality and Disclosure of Information* (a copy may be obtained by visiting www.adb.org).
- G-13. **Equipment** - It is agreed that the Consultant, unless otherwise approved by the EA, shall use, when necessary, his/her own computing tools, laptop or notebook for performing the Services. In special cases, the EA may provide funds under the Contract for the Firm/Consultant to purchase equipment for use by the Consultant during the Term of Engagement. Such equipment shall remain as the EA's property and should be handed over to the EA, unless otherwise instructed by the EA, upon the termination of the Contract.
- G-14. **Relationship of the Parties** - Nothing contained in this Contract shall be construed as establishing any relationship other than that of independent contractor between the EA and the Consultant, or the Firm if the Consultant is engaged through a firm.
- G-15. **Subcontracting** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall not assign or sub-let the Contract or any part of it without the prior written consent of the EA for an approved sub-contract.
- G-16. **Disability or Incompetence of the Consultant** - The EA's engagement of the Consultant is conditional upon the Consultant's or the Firm's confirmation to the EA that the Consultant is healthy and without physical or mental disability that may interfere with performing the Services. The Consultant shall, if called upon to do so, give the EA any medical or other evidence as the EA may reasonably require. If at any time in the EA's opinion, whether for reasons of health or otherwise, the Consultant is unable to perform or to complete the Services adequately, the EA may terminate this Contract.
- G-17. **Unusual Incidence** - The Consultant shall report immediately to the EA any accident involving personal injury or property damage during the Term of Engagement. The Consultant shall also report to the EA immediately any circumstances which might hinder or prejudice performance of the Services.



G-18. **Visas** - The Consultant shall obtain visa and other approvals from governmental authorities required under applicable laws and regulations of the Assignment Location to permit the Consultant to carry out the Services and, if applicable, shall obtain visas and other required approvals from the relevant governmental authorities for any dependents of such Consultant physically present in the Assignment Location during the Term of Engagement.

G-19. **Suspension; Termination of Contract**

- a. The EA may suspend performance of the whole or part of the Contract, or the disbursement of funds hereunder, for a period as the EA deems necessary if the EA determines that a condition has arisen which, in the reasonable opinion of the EA, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed 30 working days; Notwithstanding the above, this Contract may be terminated by the EA:
 - i. upon the expiration of a period of time of not less than 15 calendar days after written notice of its intention to terminate has been given to the Consultant; or
 - ii. immediately if the EA determines that the Consultant, and the Firm if the Consultant is engaged through a firm, has engaged in unethical behavior, or corrupt, fraudulent, coercive, or collusive practices - as defined by ADB in the *ADB's Anticorruption Policy* and in Section 1.05 of the *Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers*; or
 - iii. immediately if the EA determines that the Services to date are so deficient as to demonstrate that the Services cannot be satisfactorily performed.
- b. The Consultant, or the Firm if the Consultant is engaged through a firm, may terminate the Contract if there are circumstances beyond the Consultant's reasonable control which make it impossible to carry out the Services. The Consultant must substantiate such reasons in writing. Upon the EA's confirmation in writing, or the failure of the EA to respond to such submission of justification within 15 days from receipt, the Consultant shall be relieved from performing the Services and this Contract shall be terminated.
- c. Termination Procedure - Upon termination of the Contract or the EA giving such notice, the Consultant, and the Firm if the Consultant is engaged through a firm, shall immediately bring the Services to an orderly close and reduce expenditures to a minimum. Unless the Consultant's default causes termination, the Consultant, or the Firm if the Consultant is engaged through a firm, is entitled to full reimbursement for costs duly and reasonably incurred prior to the termination date. Reasonable costs for the orderly termination of Services, including return travel by the Consultant, are reimbursable. If termination is occasioned by the Consultant's or the Firms' default, the Consultant, or the Firm if the Consultant is engaged through a firm, or the EA as the case may be, shall be entitled to the difference between:
 - i. the costs, direct or indirect, the Consultant or the Firm incurs in the performance of the Services up to the date of termination; and
 - ii. the aggregate of all sums the EA paid to the Consultant or the Firm under the Contract.

G-20. **Entire Agreement and Contract Amendment** - The Contract as amended from time to time under the foregoing provisions supersedes all prior arrangements whether written or oral, expressed or implied. The amendment, whether partly or wholly, of any of the Contract's terms or conditions shall be valid only if in writing and signed by the authorized party of the EA.

G-21. **Notices and Requests** - Any notice or request required or permitted under this Contract shall be in writing. Such notice or request shall be deemed to be fully given or made when it is delivered by hand, mail, or fax to the authorized party. The authorized party under this Contract



for the EA is described in **Specific Conditions Clause 10** and the authorized party for the Consultant is the person who confirms the acceptance of the Offer Letter and is described in **Specific Conditions Clause 11** unless otherwise notified by the Consultant, or the Firm if the Consultant is engaged through a firm.

G-22. **Delays** - No failure or delay on the part of the EA in exercising any power or right under this Contract shall operate as a waiver of that power or right, nor shall any single or partial exercise of such power or right preclude any other or further exercise or any other power or right under this Contract.

G-23. **Inspection and Audit** - The Consultant, and the Firm where the Consultant is engaged through a firm, agree to allow the EA or ADB or a representative authorized by the EA or ADB to inspect and audit any accounts, documents, and records relating to this Contract.

G-24. **Settlement of Disputes**

- a. The Consultant, or the Firm where the Consultant is engaged through a firm, and the EA agree that avoidance or early resolution of disputes is crucial for smoothly executing this Contract and completing the assignment. Each party should settle amicably all disputes arising out of or connected with this Contract or its interpretation through the following procedure: each party's authorized representative will examine the matter(s) in dispute and consider available options to resolve such dispute. The parties will seek agreement on the most reasonable option to resolve the dispute and act appropriately to that end.
- b. Any dispute or difference arising out of this Contract or in connection with it which cannot be amicably settled between the parties under (a) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in the Philippines. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of arbitration shall be English and each party shall bear its own costs.

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TERMS OF REFERENCE

Contract	CS101-D National Expert for the Development of Training Regulations/Competency Standards and Competency Assessment Instruments for 4IR Qualifications on Mechatronics, Industrial Automation, and Control Engineering (54332-001)		
Project	LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project		
Expertise	4IR; TVET		
Source	National	Category	Independent

OBJECTIVE/PURPOSE OF THE ASSIGNMENT:

The Supporting Innovation in the Philippines Technical Vocational Education and Training Systems (SIPTVETS) Project (the "Project") of the Technical Education and Skills Development Authority (TESDA) and funded by the Asian Development Bank (ADB) aims to support the modernization of the Philippines' technical and vocational education and training (TVET) system. The Project aims to improve the quality of skilling programs, upgrade training facilities and equipment, and build the capacity of trainers to impart higher-level skills and competencies demanded by the job market. The Project will have the following outcome: (1) access to quality TVET programs and (2) improvement in the employability of TVET graduates. To achieve these outcomes, the Project will focus on the following outputs:

- | | |
|----------|--|
| Output 1 | The Philippines' skills development ecosystem modernized, particularly in designing new training programs demanded by industry at higher national certificate levels |
| Output 2 | TVET training made more demand-driven and industry-led |
| Output 3 | Selected TESDA technology institutions (TTIs) upgraded and modernized into industry responsive innovation centers |
| Output 4 | TESDA's institutional capacity strengthened |

Under Output 1 and as part of the quality-assured Philippine TVET and to ensure industry-based demand driven TVET, TESDA will develop 21 new Training Regulations (TR) and Competency Standards (CS), as well as Competency Assessment Instruments (CAIs), for seven (7) pre-identified industries, which include the industry/field of Mechatronics, Industrial Automation, and Control Engineering.

A Lead Expert for the Development of TR/CS and CAIs for 4IR Qualifications on Mechatronics, Industrial Automation, and Control Engineering will be hired to provide industry-specific expertise. The procurement of the Lead Expert will be in accordance with ADB's Procurement Policies and Regulations and the SIPTVETS Project Administration Manual (PAM).

The Consultant will take the lead in the development of TRs/CS and CAIs, including Assessment Fees (AFs). These standards will serve as a benchmark for curriculum development, assessments, and certification processes for the program implementation of the beneficiary TESDA technology institutions.

SCOPE OF WORK:

A. The scope of work for the Lead Expert will include, but is not limited to the following:

- 1) Coordinate and organize preliminary meetings for the arrangement and orientation of the development process of TRs/CS, CAIs, and AFs;
- 2) Assist in the conduct of functional analysis in collaboration with TESDA concerned office (i.e. Qualifications and Standards Office);
- 3) Present the rationale of the TRs/CS for the approval of the TESDA Board or concerned offices;



- 4) Draft the TRs/CS and CAIs under the supervision of and in close consultation and collaboration with the TESDA concerned offices and/or the Project Management Consultants;
- 5) Lead/run the validation TRs/CS and test run of CAIs in collaboration with TESDA concerned offices;
- 6) Present the TRs/CS to industry association/body for suggestions and/or confirmation;
- 7) Finalize TRs/CS and CAIs;
- 8) Led the canvassing of cost items per CAIs requirements for the formulation of AFs;
- 9) Consolidate results of canvassing and formulate the proposed AFs;
- 10) Present the proposed AFs to the National Tax Research Center (NTRC), Joint Finance-Standards Setting and Systems Development Committee (F-SSSDC) of the TESDA Board, and to a stakeholders' consultation;
- 11) Finalize the proposed AFs;
- 12) Co-facilitate the development of Level Alignment Matrix (LAM) with the TESDA concerned office;
- 13) Submit the Final Documentation/output to TESDA for approval, roll-out and uploading; and
- 14) Provide extension of services as may be required/necessary and related to the above scope of services.

B. Complementary to the role of the Lead Expert, TESDA will:

- 1) Facilitate the conduct of functional analysis with the Lead Expert as co-facilitator;
- 2) Supervise the development of TRs/CS, CAIs, and AFs;
- 3) Co-facilitate the conduct of TRs/CS and CAIs validation, including administrative preparation where necessary;
- 4) Conduct orientation on the development of Level Alignment Matrix, TRs/CS with CAIs, and AFs;
- 5) Prepare implementing guidelines for the TRs/CS, CAIs, and AFs;
- 6) Evaluate and endorse the submitted outputs of the Lead Expert;
- 7) Handle processes related to administrative requirements and payments; and
- 8) Facilitate the deployment of the TRs/CS with CAIs and approved AFs, including uploading to the TESDA website and Intranet.

DETAILED TASKS and/or EXPECTED OUTPUT

The Lead Expert will develop three (3) new TRs/CS on Mechatronics, Industrial Automation, and Control Engineering complete with CAIs and AFs.

These standards will be designed for Higher National Certificate levels III, IV, and V (diploma) which will equip learners with the skills and competencies necessary to thrive in the context of the Fourth Industrial Revolution (4IR). The standards are required to incorporate principles of gender equality and environmental sustainability (green / climate mainstreaming).

As part of the quality-assured Philippine TVET and to ensure industry-based demand driven TVET, the process of skills development programs always starts with skills mapping and development of Training Regulations. The TRs have four (4) major components:

- 1) Definition of the qualification which gives information about the skills covered by the standards
- 2) Competency standards which define the skills requirements and level of performance as set by the industry
- 3) Training arrangements which define the quality training requirements to implement the training program
- 4) Assessment arrangements which define the conditions to get TESDA Certification such as Certificate of Competency (COC) and National Certificate

In the development of TRs/CS and CAIs, the industry is consistently consulted, in most cases, to ensure industry standards alignment.



Thorough review, validation and consultation with the industry and the Project Management Consultants should be consistently done to ensure alignment with industry standards and practices in support of the objectives of the SIPTVETS and specific Regional TVET Innovation Centers (RTICs).

The development process is also influenced by specific qualifications related to areas of innovation. These qualifications are determined based on priority skills identified by the Planning Office. This highlights the need to align training and assessment materials with the skills deemed most crucial for innovation within a given focus area.

The process will involve a series of activities, such as workshops, packaging of documents, and validation, among others. The following outlines the functions or roles of the Lead Expert on these series of workshops:

A. TR/CS development

- 1) Functional Analysis will be facilitated by QSO focals together with the industry stakeholders and supported by the Project Management Consultants (PMC)
- 2) QSO to initially conduct the orientation of the procedure of development of TRs/CS and CAls
- 3) Drafting of TRs/CS will be done by the Lead Expert
- 4) Packaging of Draft TRs/CS will be done by the Lead Expert
- 5) Validation of draft TRs/CS, national or zonal, will be handled by QSO focals/PMC; the Lead Expert will co-facilitate the activity
- 6) Consolidation and finalization of the results of the validation will be handled by Lead Expert

B. CAI development

- 1) Drafting of CAls by the QSO with the assistance from the Lead Expert
- 2) Packaging of the draft CAls in preparation for the validation activity
- 3) Conducting validation/pilot run of the CAls to select industry stakeholders/validators
- 4) Consolidating and integrating relevant findings during the validation
- 5) Finalizing the CAls package

C. Assessment Fees formulation

- 1) Determining cost of supplies, materials, tools, equipment, and other relevant cost items for the conduct of assessment
- 2) Packaging of the proposed AFs
- 3) Presenting the proposed AFs to the NTRC, Joint F-SSSDC of the TESDA Board, and in a stakeholder's consultation
- 4) Finalizing the proposed AFs

D. Other supporting activities

- 1) Development of LAM will be facilitated by the QSO focals with the Lead Expert and support from PMC
- 2) Development of the table of competencies for the supermarket of competencies will be by the Lead Expert
- 3) Presentation to TESDA Board SSSDC will be prepared by the Lead Expert with the guidance of sectoral focal
- 4) Administrative matters, including finances, for activities on TR/CS development will be handled by the Lead Expert; meanwhile the validation activities, will be led by QSO focal/s

The Lead Expert to ensure the timely submission of all outputs/deliverables, including the provision of electronic copies in accordance with the Schedule of Payments and Deliverables in the Terms of Reference (see attached).

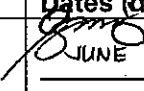


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OUTPUT/REPORTING REQUIREMENTS:

The timeline for the assignment is for **180 calendar days** from receipt of Notice to Proceed (NTP).

Activity	Deliverables	Submission Deadline
1. Upon submission of and presentation of an Inception Report	Inception Report	14 calendar days from Notice to Proceed
Qualification No.1		
2. Development of TR/CS	Validated TR/CS for levels III, IV, and/or V/Diploma Program	As per the approved Project Timeline / Workplan
3. Development of CAIs	Validated CAIs	
4. Formulation of AFs	Proposed AFs	
Qualification No.2		
5. Development of TR/CS	Validated TR/CS for levels III, IV, and/or V/Diploma Program	As per the approved Project Timeline / Workplan
6. Development of CAIs	Validated CAIs	
7. Formulation of AFs	Proposed AFs	
Qualification No.3		
8. Development of TR/CS	Validated TR/CS for levels III, IV, and/or V/Diploma Program	As per the approved Project Timeline / Workplan
9. Development of CAIs	Validated CAIs	
10. Formulation of AFs	Proposed AFs	

Places of Assignment:	Days Estimated	Dates (dd/mm/yyyy)
Consultant's Place of Residence and/or TESDA Central Office (as needed)	180 calendar days (milestone-based)	 JUNE 18, 2025 to  DECEMBER 15, 2025



REMUNERATION AND OUT-OF-POCKET EXPENSES

Contract	CS101-D National Expert for the Development of Training Regulations / Competency Standards and Competency Assessment Instruments for 4IR Qualifications on Mechatronics, Industrial Automation, and Control Engineering (54332-001)		
Project	LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project		
Expertise	4IR; TVET		
Source	National	Category	Independent
Prof. Group		Job Level	

LUMP SUM PAYMENT**Payment Milestones**

Activity	Deliverables	Amount
1. Upon submission of and presentation of an Inception Report	Inception Report	PHP216,711.30
Qualification No.1		
2. Development of TR/CS	Validated TR/CS for levels III, IV, and/or V/Diploma Program	PHP216,711.30
3. Development of CAIs	Validated CAIs	PHP216,711.30
4. Formulation of AFs	Proposed AFs	PHP216,711.30
Qualification No.2		
5. Development of TR/CS	Validated TR/CS for levels III, IV, and/or V/Diploma Program	PHP216,711.30
6. Development of CAIs	Validated CAIs	PHP216,711.30
7. Formulation of AFs	Proposed AFs	PHP216,711.30
Qualification No.3		
8. Development of TR/CS	Validated TR/CS for levels III, IV, and/or V/Diploma Program	PHP216,711.30
9. Development of CAIs	Validated CAIs	PHP216,711.30
10. Formulation of AFs	Proposed AFs	PHP216,711.30
TOTAL CONTRACT AMOUNT		PHP2,167,113.00

Important Note:

1/ Remuneration is paid based on the certification by the EA on the actual deliverables submitted.



ACKNOWLEDGEMENT

Republic of the Philippines)

IBP MANILA City) S.S

Before me a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	GOV'T. ISSUED I.D. DATE/PLACE ISSUED
JOSE FRANCISCO "KIKO" B. BENITEZ	07/28/2023 - Quezon City
ROLAND OSCARES OGUING	09/23/1987 - Manila

Known to me to be the same persons who executed the foregoing instrument and acknowledge to me that they have their own free will and voluntary act and deed.

This instrument consists of _____ (____) pages including this page wherein this Acknowledgement is written, and is signed by the parties, and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this **11 JUN 2025** day of _____,
2025 at **IBP MANILA**, Philippines.

Doc. No. : 331
Page No. : 67
Book No. : L4f
Series of : 2025

ATTY. RUBEE RUTH CAGASCA EVANGELISTA
Notary Public - City of Manila
Commission No. 2024-019 valid until 31 December 2025
Roll of Attorney No. 68579
IBP Lifetime No. 018821/17 Jan 2018 IBP-Manila IV
Tin # 205-260-146-002/PTR No. 2087982/02 Jan 2025
MCLE Compliance VIII-001694 valid until 16 Apr 2028
Ground Floor, YMCA Manila Bldg. 350 Antonio
Villegas St. Ermita Mla. / 0915-8787188