

PHILIPPINE BIDDING DOCUMENTS

**Procurement on Supply, Delivery, and
Managed Services of Fingerprint, Iris,
and Facial Authentication Devices for
PhilSys-enabled Services**

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY

Quezon City, Philippines

PUBLIC BIDDING NO. 2021-07

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.

- 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.

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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 PROCUREMENT ON SUPPLY, DELIVERY, AND MANAGED SERVICES OF FINGERPRINT, IRIS, AND FACIAL AUTHENTICATION DEVICES FOR PHILSYS-ENABLED SERVICES

1. The Philippine Statistics Authority (PSA), through the *2021 General Appropriations Act* intends to apply the sum of **Thirty-Three Million Pesos (₱33,000,000.00)** broken down as follows:

Lot No.	Particulars	Approved Budget	Bid Docs Fee
1	1,500 Single Fingerprint Authentication Devices (Optical)	₱13,500,000.00	₱25,000.00
2	500 Single Fingerprint Authentication Devices (Non-Optical)	₱4,500,000.00	₱5,000.00
3	500 Monocular Iris Authentication Devices	₱6,000,000.00	₱10,000.00
4	500 Facial Authentication Devices	₱9,000,000.00	₱10,000.00

being the Approved Budget Contract (ABC) to payments under the contract for the Procurement on Supply, Delivery, and Managed Services of Fingerprint, Iris, and Facial Authentication Devices for PhilSys-enabled Services. Interested bidders may bid only for one lot or combination of two or more lots. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening. As long as the total calculated bid prices does not exceed the ABC per lot, the bid shall be considered responsive, regardless whether some of the cost of the items of each of the bid exceed the estimated cost for an identified component.

2. The *PSA* now invite bids for the above Procurement Project. Delivery of the Goods is required within the prescribed number of days after the receipt of the winning bidder of the Notice to Proceed (NTP) in accordance with the Delivery Schedule under Section VI (Schedule of Requirements). Bidders should have completed, within ten (10) 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 **PSA** and inspect the Bidding Documents at the address given below during working hours from **8:00 AM to 5:00 PM)/Mondays to Fridays except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **Friday, 30 April 2021 (8:00 AM – 5:00 PM)/Mondays to Fridays except holidays** until the deadline of submission bids (**24 May 2021 at 12:00 PM**) from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The PSA will hold a Pre-Bid Conference on **Monday, 10 May 2021 at 9:00 AM** through video conferencing *via Zoom platform* which shall be open to prospective bidders. The link for video conferencing will be sent one day (1) day before the pre-bid conference to the respective email addresses provided to the BAC Secretariat by the interested bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **Monday, 24 May 2021, at 12:00 PM**. 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 **Monday, 24 May 2021, at 2:00 PM** at the given address below. The link for Zoom conference will be sent to the respective email addresses given by the interested bidders. Bids will be opened in the presence of the bidders’ representatives who choose to participate in the activity or witness the opening of the bids through video conferencing via Zoom platform. Bidders interested to participate shall coordinate and register with the BAC Secretariat for the link through email address indicated below.
10. The PSA 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 Section 35.6 and 42 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:

Mr. Joseph P. Cajita
Chair, BAC Secretariat
PSA Bids and Awards Committee
11th floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City
Tel. No.: (02) 374-8270
Email: bac-secretariat@psa.gov.ph and/or bacsecretariat.psa@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

www.psa.gov.ph or <https://procurement.psa.gov.ph>

April 30, 2021.

(SGD.)
MINERVA ELOISA P. ESQUIVIAS
Chairperson, PSA Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PSA wishes to receive Bids for the **Procurement on Supply, Delivery, and Managed Services of Fingerprint, Iris, and Facial Authentication Devices for PhilSys-enabled Services**, with identification number PB 2021-07.

The Procurement Project (referred to herein as “Project”) is composed of (4) lots, 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 2021 General Appropriations Act in the amount of **Thirty-Three Million (₱33,000,000.00)**.
- 2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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 limited to those allowed under the rules may 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:

c. For procurement where the Procuring Entity has determined, after the conduct of market research, that the procurement will likely result to failure of bidding: The Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

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 the specified date and time and either at its physical address and/or 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 *ten (10) 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 the **BDS**.
 - 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 the **BDS**.

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 Declaration¹ 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 for each lot shall be valid until one hundred twenty (120) calendar days from the date of the 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.

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 Entity's 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 14 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 shall be awarded as follows one Project having four (4) lots that shall be awarded as four (4) different contracts.
- 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	<p>For this purpose, the contracts similar to the Project, with an aggregate amount that should be equivalent to at least fifty percent (50%) of the ABC, shall be:</p> <p>a. Contracts involving various IT equipment must include the supply, delivery, and managed services of workstations with peripherals for biometric and biographic capture. Examples could be voter registration, identity systems, civil registration.</p> <p>b. Completed within Ten (10) Years prior to the deadline for the submission and receipt of bids.</p>																												
7.1	Subcontracting is not allowed.																												
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.																												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. Not less than the indicated amount per lot as shown in the table below if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <table><tr><th>Lot No.</th><th>Particulars</th><th>Approved Budget</th><th>Bid Security</th></tr><tr><td>1</td><td>1,500 Single Fingerprint Authentication Devices (Optical)</td><td>₱13,500,000.00</td><td>₱270,000.00</td></tr><tr><td>2</td><td>500 Single Fingerprint Authentication Devices (Non-Optical)</td><td>₱4,500,000.00</td><td>₱90,000.00</td></tr><tr><td>3</td><td>500 Monocular Iris Authentication Devices</td><td>₱6,000,000.00</td><td>₱120,000.00</td></tr><tr><td>4</td><td>500 Facial Authentication Devices</td><td>₱9,000,000.00</td><td>₱180,000.00</td></tr></table> <p>b. Not less than the indicated amount per lot as shown in the table below if bid security is in Surety Bond.</p> <table><tr><th>Lot No.</th><th>Particulars</th><th>Approved Budget</th><th>Bid Security</th></tr><tr><td>1</td><td>1,500 Single Fingerprint Authentication Devices (Optical)</td><td>₱13,500,000.00</td><td>₱675,000.00</td></tr></table>	Lot No.	Particulars	Approved Budget	Bid Security	1	1,500 Single Fingerprint Authentication Devices (Optical)	₱13,500,000.00	₱270,000.00	2	500 Single Fingerprint Authentication Devices (Non-Optical)	₱4,500,000.00	₱90,000.00	3	500 Monocular Iris Authentication Devices	₱6,000,000.00	₱120,000.00	4	500 Facial Authentication Devices	₱9,000,000.00	₱180,000.00	Lot No.	Particulars	Approved Budget	Bid Security	1	1,500 Single Fingerprint Authentication Devices (Optical)	₱13,500,000.00	₱675,000.00
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2	500 Single Fingerprint Authentication Devices (Non-Optical)	₱4,500,000.00	₱90,000.00																										
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4	500 Facial Authentication Devices	₱9,000,000.00	₱180,000.00																										
Lot No.	Particulars	Approved Budget	Bid Security																										
1	1,500 Single Fingerprint Authentication Devices (Optical)	₱13,500,000.00	₱675,000.00																										

	<table><tr><td>2</td><td>500 Single Fingerprint Authentication Devices (Non-Optical)</td><td>₱4,500,000.00</td><td>₱225,000.00</td></tr><tr><td>3</td><td>500 Monocular Iris Authentication Devices</td><td>₱6,000,000.00</td><td>₱300,000.00</td></tr><tr><td>4</td><td>500 Facial Authentication Devices</td><td>₱9,000,000.00</td><td>₱450,000.00</td></tr></table>	2	500 Single Fingerprint Authentication Devices (Non-Optical)	₱4,500,000.00	₱225,000.00	3	500 Monocular Iris Authentication Devices	₱6,000,000.00	₱300,000.00	4	500 Facial Authentication Devices	₱9,000,000.00	₱450,000.00																											
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4	500 Facial Authentication Devices	₱9,000,000.00	₱450,000.00																																					
19.3	<div>The Project will be awarded by lot as follows:</div> <table><tr><th>Lot No.</th><th>Particulars</th><th>Quantity</th><th>Approved Budget</th></tr><tr><td rowspan="5">1</td><td><table><tr><th>No.</th><th>Item</th></tr><tr><td>1</td><td>Optical Single Fingerprint Authentication Devices</td></tr><tr><td>3</td><td>USB-C to USB Adapter</td></tr><tr><td>4</td><td>Micro-USB to USB Adapter</td></tr></table></td><td><table><tr><td></td></tr><tr><td>1,500 units</td></tr><tr><td>100 units</td></tr><tr><td>100 units</td></tr></table></td><td rowspan="5">₱13,500,000.00</td></tr><tr><td>2</td><td>Non-Optical Single Fingerprint Authentication Device</td><td>500 units</td><td>₱4,500,000.00</td></tr><tr><td>3</td><td>Monocular Iris Authentication Device</td><td>500 units</td><td>₱6,000,000.00</td></tr><tr><td>4</td><td>500 Facial Authentication Devices</td><td>500 units</td><td>₱9,000,000.00</td></tr><tr><td></td><td>TOTAL ABC</td><td></td><td>₱33,000,000.00</td></tr></table>				Lot No.	Particulars	Quantity	Approved Budget	1	<table><tr><th>No.</th><th>Item</th></tr><tr><td>1</td><td>Optical Single Fingerprint Authentication Devices</td></tr><tr><td>3</td><td>USB-C to USB Adapter</td></tr><tr><td>4</td><td>Micro-USB to USB Adapter</td></tr></table>	No.	Item	1	Optical Single Fingerprint Authentication Devices	3	USB-C to USB Adapter	4	Micro-USB to USB Adapter	<table><tr><td></td></tr><tr><td>1,500 units</td></tr><tr><td>100 units</td></tr><tr><td>100 units</td></tr></table>		1,500 units	100 units	100 units	₱13,500,000.00	2	Non-Optical Single Fingerprint Authentication Device	500 units	₱4,500,000.00	3	Monocular Iris Authentication Device	500 units	₱6,000,000.00	4	500 Facial Authentication Devices	500 units	₱9,000,000.00		TOTAL ABC		₱33,000,000.00
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20.2	No Further Instructions.																																							

21.2	<p>The following documents shall form part of the contract:</p> <ul style="list-style-type: none"> a. Contract agreement b. Bidding documents c. Supplemental/bid bulletin. d. Winning bidders bid including eligibility requirements, technical and financial proposals and all other documents/statements submitted. e. Performance security f. Notice to proceed. g. Other contract documents that may be required by existing laws.
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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

1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
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 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 VII (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	<p>As may be applicable:</p> <p>Delivery and Documents –</p> <p>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:</p> <p>“The delivery terms applicable to this Contract are delivered within the premises of PhilSys Registry Office, PSA Complex East Avenue Diliman Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>If the Supplier failed to deliver any or all of Goods within the period(s) specified in Section VI (Schedule of Requirements) of this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the undelivered Goods for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price.</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Assistant Secretary Rosalinda P. Bautista, Deputy National Statistician, PhilSys Registry Office, PSA Complex, East Avenue, Diliman, Quezon City.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of start-up of the supplied Goods;

	<ul style="list-style-type: none"> b. furnishing of tools required for maintenance of the supplied Goods; 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, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>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.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
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	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>The terms of payment for each of the four (4) lots shall be as follows:</p> <p>a. On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered.</p>

	<ul style="list-style-type: none"> b. On Delivery: Fifty-five percent (55%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. c. On Acceptance: The remaining thirty percent (30%) of the Contract Price shall be paid to the Supplier on a progressive payment scheme. The amount equivalent to fifteen percent (15%) of the Contract Price shall be paid to the Supplier on first year of the Contract within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the fifteen percent (15%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents. The amount equivalent to ten percent (10%) of the Contract Price shall be paid to the Supplier on second year while the remaining five percent (5%) shall be paid at the end of the last year of the Contract.
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> a. Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods. b. The functionality of the Goods shall be validated by the Inspection Team of the PROCURING ENTITY and test basic functions including capture request and authentication among others. c. The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
6	<p>The Supplier shall be liable to pay the appropriate amount determined by the PROCURING ENTITY when any of the following occur in the duration of this Contract:</p> <ul style="list-style-type: none"> a. the device provider private key has been compromised due to incorrect or buggy implementation or due to negligence on the part of management server setup and administration. b. the device key has been compromised due to a defect or backdoor or lack of proper security implementation within the SBI.

	<p>c. the biometric replay/injection is possible within authentication system due to a defect or a backdoor or lack of proper implementation of SBI specification.</p> <p>The PROCURING ENTITY shall have no role and/or liability in any condition.</p> <p>The Supplier shall replace, without additional cost to the PROCURING ENTITY, all or some part of the compromised devices with a device of the same or comparable make that is available in the market, whichever is opted by the PROCURING ENTITY.</p>
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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 Schedule
1	1. Single Optical Fingerprint Authentication Devices	1,500	Within sixty (60) calendar days from NTP Deliver to PSA Central Office, PSA Complex, East Avenue, Diliman Quezon City, Metro Manila.
	2. Project management plan 3. User acceptance test plan		Within thirty (30) calendar days from NTP
	4. USB Adapters (100 USB-C to USB adapter)	100	Within sixty (60) calendar days from NTP
	5. USB Adapters (100 Micro USB to USB adapter)	100	Within sixty (60) calendar days from NTP
	6. MDS for Windows		Within sixty (60) calendar days from NTP
	7. MDS for Android		Within one hundred twenty (120) calendar days from NTP
	8. Certifications and documentation related to the management server environment and FTM provisioning environment: a. ISO 27001 certification b. FIPS 140-2 Level 3 HSM certification c. VAPT conduct and report d. Disaster recovery plan e. Architecture diagram f. Demonstration of compliance to requirements		a. ISO 27001 – within four hundred twenty (420) calendar days from NTP b. FIPS 140-2 Level 3 HSM – within sixty (60) calendar days from NTP c. VAPT – within sixty (65) calendar days from NTP d. Disaster recovery plan – within thirty (30) calendar days from NTP e. Architecture diagram – within thirty (30) calendar days from NTP

Lot No.	Description	Quantity	Delivery Schedule
			f. Demonstration of compliance to requirements. Audit frequency to be decided by PSA.
2	1. Single Non-Optical Fingerprint Authentication Devices	500	Within sixty (60) calendar days from NTP Deliver to PSA Central Office, PSA Complex, East Avenue, Diliman Quezon City, Metro Manila.
	2. Project management plan 3. User acceptance test plan		Within thirty (30) calendar days from NTP
	4. MDS for Windows		Within sixty (60) calendar days from NTP
	5. MDS for Android		Within one hundred twenty (120) calendar days from NTP
	6. Certifications and documentation related to the management server environment and FTM provisioning environment: a. ISO 27001 certification b. FIPS 140-2 Level 3 HSM certification c. VAPT conduct and report d. Disaster recovery plan e. Architecture diagram f. Demonstration of compliance to requirements		a. ISO 27001 – within four hundred twenty (420) calendar days from NTP b. FIPS 140-2 Level 3 HSM – within sixty (60) calendar days from NTP c. VAPT – within sixty (65) calendar days from NTP d. Disaster recovery plan – within thirty (30) calendar days from NTP e. Architecture diagram – within thirty (30) calendar days from NTP f. Demonstration of compliance to requirements. Audit frequency to be decided by PSA.
3	1. Monocular Iris Authentication Devices	500	To be delivered within ninety (90) calendar days from NTP.

Lot No.	Description	Quantity	Delivery Schedule
			Deliver to PSA Central Office, PSA Complex, East Avenue, Diliman Quezon City, Metro Manila.
	2. Project management plan 3. User acceptance test plan		Within thirty (30) calendar days from NTP
	4. MDS for Windows		Within sixty (90) calendar days from NTP
	5. MDS for Android		Within one hundred twenty (120) calendar days from NTP
	6. Certifications and documentation related to the management server environment and FTM provisioning environment: a. ISO 27001 certification b. FIPS 140-2 Level 3 HSM certification c. VAPT conduct and report d. Disaster recovery plan e. Architecture diagram f. Demonstration of compliance to requirements		a. ISO 27001 – within four hundred twenty (420) calendar days from NTP b. FIPS 140-2 Level 3 HSM – within sixty (60) calendar days from NTP c. VAPT – within sixty (95) calendar days from NTP d. Disaster recovery plan – within thirty (30) calendar days from NTP e. Architecture diagram – within thirty (30) calendar days from NTP f. Demonstration of compliance to requirements. Audit frequency to be decided by PSA.
4	1. Facial Authentication Devices	500	To be delivered within one hundred twenty (120) calendar days from NTP. Deliver to PSA Central Office, PSA Complex, East Avenue, Diliman Quezon City, Metro Manila.
	2. Project management plan 3. User acceptance test plan		Within thirty (30) calendar days from NTP
	4. MDS for Windows		Within sixty (120) calendar days from NTP

Lot No.	Description	Quantity	Delivery Schedule
	5. MDS for Android		Within one hundred twenty (120) calendar days from NTP
	6. Certifications and documentation related to the management server environment and FTM provisioning environment: a. ISO 27001 certification b. FIPS 140-2 Level 3 HSM certification c. VAPT conduct and report d. Disaster recovery plan e. Architecture diagram f. Demonstration of compliance to requirements		a. ISO 27001 – within four hundred twenty (420) calendar days from NTP b. FIPS 140-2 Level 3 HSM – within sixty (60) calendar days from NTP c. VAPT – within sixty (60) calendar days from NTP d. Disaster recovery plan – within thirty (30) calendar days from NTP e. Architecture diagram – within thirty (30) calendar days from NTP f. Demonstration of compliance to requirements. Audit frequency to be decided by PSA.

Section VII. Technical Specifications

A. Technical Specifications

Lot Number	Specifications	Statement of Compliance
1	One (1) lot Supply, Delivery, and Managed Services of Fingerprint Authentication Devices for PhilSys-enabled Services	
	No. 1 1,500 units Optical Single Fingerprint Scanner	
	Factor	Base Specification
	Image Specification	ISO 19794-4:2011 Annex B2 or FBI PIV-071006
	Minimum Resolution	>= 500 native DPI.
	Minimum Active Platen Area or Capture area	>=0.5 x 0.65 inches
	Greyscale Density	8 bits (256 grey levels)
	Image Format	JPEG 2000 Lossy or WSQ
	Compression Ratio	Up to 15:1
	Quality Score	NFIQ v1.0 or NFIQ v2.0
	Capture Mode	Auto Capture
	Preview	Not Applicable
	ESD	>= 8kv
	EMC compliance	FCC class A or equivalent
	Operating Temperature	0 - 50 °C
	FTM	SBI 2.0 - FTM supported security
	Maximum Capture Time	4 seconds (this is the time for capturing, processing and giving a final response out to the calling application, after the biometrics are well placed on the sensors)
	Host operating system supported	Latest Windows, Actively-supported Android
	Connector Type	At least USB 2.0 USB Type-A
	No. 2 100 units USB Adapters (USB-C to USB-A)	
	Factor	Base Specification
	Connector Type	Male Type C Female Type A

Lot Number	Specifications		Statement of Compliance
	Compatibility	Compatible with proposed biometric devices to connect to Windows or Android host device	
	No. 3 100 units USB Adapters (USB-C to USB-A)		
	Factor	Base Specification	
	Connector Type	Male Micro USB Female Type A	
	Compatibility	Compatible with proposed biometric devices to connect to Windows or Android host device	
2	No. 1 500 units Non-Optical Single Fingerprint Scanner		
	Factor	Base Specification	
	Image Specification	ISO 19794-4:2011 Annex B2 or FBI PIV-071006	
	Minimum Resolution	>= 500 native DPI.	
	Minimum Active Platen Area or Capture area	>=0.5 x 0.65 inches	
	Greyscale Density	8 bits (256 grey levels)	
	Image Format	JPEG 2000 Lossy or WSQ	
	Compression Ratio	Up to 15:1	
	Quality Score	NFIQ v1.0 or NFIQ v2.0	
	Capture Mode	Auto Capture	
	Preview	Not Applicable	
	ESD	>= 8kv	
	EMC compliance	FCC class A or equivalent	
	Operating Temperature	0 - 50 °C	
	FTM	SBI 2.0 - FTM supported security	
	Maximum Capture Time	4 seconds (this is the time for capturing, processing and giving a final response out to the calling application, after the biometrics are well placed on the sensors)	
	Host operating system supported	Latest Windows, Actively-supported Android	
	Connector Type	At least USB 2.0 USB Type-A	

Lot Number	Specifications	Statement of Compliance
3	One (1) lot Supply, Delivery, and Managed Services of Iris Authentication Devices for PhilSys-enabled Services	
	No. 1	
	500 units Monocular Iris Authentication Devices	
	Factor	
	Image Specification	
	Minimum Diameter	
	Greyscale Density	
	Spatial Resolution	
	Pixel Resolution	
	Capture Distance	
	Imaging Wavelength	
	Illumination	
	Image Format	
	Compression	
	Compression Ratio	
	Aspect Ratio	
	Capture Mode	
	Scan Type	
	Preview	
	EMC compliance	
	Operating Temperature	
	FTM	
	Maximum Capture Time	
	Host Operating System Supported	

Lot Number	Specifications		Statement of Compliance
	Connector Type	At least USB 2.0 USB Type-A	
4	One (1) lot Supply, Delivery, and Managed Services of Facial Authentication Devices for PhilSys-enabled Services		
	No. 1 500 units Facial Authentication Devices		
	Factor	Base Specification	
	Image Specification	ISO/IEC 19794-5:2011	
	Camera Specification	720p or above	
	Skin Tone	All	
	Exception Image Specification	Not Applicable	
	Image quality	ICAO is not mandated	
	Image format	JPEG 2000 Lossy	
	Compression Ratio	Up to 15:1	
	EMC compliance	FCC Class A or equivalent	
	Operation Temperature	0 to 50 °C	
	FTM	SBI 2.0 - FTM supported security	
	Maximum Capture Time	4 seconds (this is the time for capturing, processing and giving a final response out to the calling application, after the biometrics are well placed on the sensors)	
	Host operating system supported	Latest Windows, Actively-supported Android	
Connector Type	At least USB 2.0 USB Type-A		
4. MDS	1. The devices must meet L1/SBI 2.0 compliance as specified in the MOSIP Device Service specifications ² . (The devices must have a hardware-based security offered by a Foundational Trust Module/FTM)		

² <https://docs.mosip.io/platform/biometrics/mosip-device-service-specification>

Lot Number	Specifications	Statement of Compliance
	<p>2. The devices must be managed by the device provider (Supplier) through a device management server provisioned and operated by the Supplier, that has a FIPS 140-2 Level 3 HSM protecting the device provider keys. Sub-contracting of the management server functionalities is allowed as long as the device provider key belongs to the device provider and the overall security solution is owned and monitored by the device provider. The sole responsibility of meeting the device security and management and any liabilities/penalties or other clauses that are prescribed in the document are with the device provider alone. Device provider must have full ownership of the solution and must be able to support all the audit requirements by the Procuring Entity. (Please refer to MDS specification in the link below for the full set of requirements.)</p> <p>3. FTM must be provisioned in a secure facility. Device provider must furnish the secure provisioning process details and share the FTM provider certificate with the PSA.</p> <p>4. The service provider must comply with all the functional, technical, security, interface and performance requirements enumerated in the MDS specification found in the link below.</p> <p>5. PSA reserves the right to audit the management server or the provisioning facility, if there is a requirement.</p> <p>6. Compatible with latest Windows and supported Android operating systems.</p> <p>MDS Specification</p> <p>https://docs.mosip.io/platform/biometrics/mosip-device-service-specification</p>	

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and

compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

B. Responsibilities of Supplier

1. Assemble, deliver, and commission the goods procured in accordance with Technical Specifications of the Biometric Device indicated in the Contract.
2. Provide all hardware, software and services which are compliant with the MOSIP Device Service (MDS) specification for L1 devices.
3. Validate and issue certificates to individual devices. The Supplier shall retain at all times the responsibility of signing trusted devices.
4. Undertake necessary software enhancements to remain compliant to PSA MDS specification which may be undertaken to fix known vulnerabilities or to improve performance or service.
5. Perform configurations to integrate biometric devices to PhilSys and relying party applications. The compatibility and interoperability of the biometric devices with MOSIP specifications is the responsibility of the Supplier.
6. Demonstrate that the quality of captured images is meeting the respective ISO standards producing high quality images for authentication use case. In the future when the country initiates the FRR activities/certification the device provider must plan to participate and demonstrate compliance.
7. Provide detailed project management plan that will meet the project requirements and target schedule and execute the project according to the plan.
8. Provide Incidental Services at no additional cost to PSA.
9. Comply with all policies and guidelines issued by the PSA in relation to the Biometric Device.
10. Immediately update the PSA in the event of any changes in the Supplier Contacts.
11. Provide complete user manuals of Biometric Device in English containing procedures on the proper use, operation, and maintenance of the Biometric

Device in accordance with manufacturer's instructions for respective Biometric Device and international best practices.

12. Provide all applicable warranty certificates of the Biometric Device and software licenses in the name of PSA for the period stipulated below.
13. Provide software licenses necessary for the use and operation of the Biometric Device.
14. Attend meetings with the PSA in order to discuss and address ongoing concerns relating to the achievement of the SLTs.
15. Provide support to either repair or replace faulty biometric within the target service level as stated below. While warranty support is covered under this contract at no extra cost to PSA, for cases of enhancements that may require additional budget, the Supplier shall submit a business case for approval from PSA before implementing the enhancement.
16. Conduct trainings to PSA technical team, Use Case Division, and Relying Parties on the use of the Biometric Device, Troubleshooting, and How to Report Issues related to the Biometric Device provided by the supplier. Conduct at least five (5) online trainings related to operation, troubleshooting and maintenance of Biometric Device.
17. Deliver Biometric Devices to PSA Central Offices. (Refer to Section VI Schedule of Requirements).

C. Service Level Agreement

1. Description

- 1.1. This SLA shall be effective simultaneously with, and be incorporated by reference to the "Supply, Delivery and Managed Services of Fingerprint, Iris, and Facial Authentication Devices for PhilSys-enabled Services)." ("Contract").

2. Objectives

- 2.1 The objectives of this SLA are the following:
 - a) To document and provide a clear reference to service ownership and accountability;
 - b) To define the roles and responsibilities of the parties;
 - c) To provide a measurable description of the services to be provided to the PSA in connection with the implementation of the Contract; and

- d) To align service provision with actual service support and delivery.

3. Definition of Terms

Term	Definition
Biometric Device	Refers to any unit of biometric authentication device either a single fingerprint scanner, iris recognition device and/or face verification device
Complaint Category	Depending on the severity of the incident, a category will be assigned for invoking appropriate resolution procedures.
Incident	An unplanned interruption to a service or the reduction in the quality of a service or Biometric Device provided by the Supplier.
Incidental Services	Services to be rendered by the Supplier in connection with, and as an incident of the implementation of the Contract.
Managed Services	Managed services cover the training and technical support services for both hardware and software in all incidents not only during integration and installation of fingerprint, iris, and facial authentication devices to PhilSys and/or to the database of the relying party/end-user, but primarily during operations of PhilSys throughout the contract period.
PhilSys-enabled Services	Services provided by the PhilSys to relying parties (i.e. third parties), including (but not limited to) authentication, e-KYC and seeding.
Priority	A category used to identify the relative importance of an Incident or Concern.
PSA	Philippine Statistics Authority or any of its authorized representatives.

Term	Definition
Relying Party	Public and private sector service providers using the PhilSys-enabled services, such as authentication and eKYC, to uniquely identify and verify the identity of their customers, in accordance with relevant laws, regulations, and guidelines. These are public and private sector service providers which went through the PhilSys onboarding process. Examples: Government agencies and GOCCs; Financial service providers; Mobile network operators; E-commerce websites.
Root Cause	The underlying problem that caused an Incident.
SLA	This Service Level Agreement.
Service Failure	Failure to achieve the required service level target.
Service Level Target or SLT	Commitment documented in the SLA to ensure that technical support services and maintenance required under the Contract are complied with or met.
Software	Programs (or any set thereof) and other operating information necessary to operate the Biometric Device in accordance with the intended utilization of such Biometric Device pursuant to the Contract.
Technical Support	The provision of all kinds of support to address an Incident or Concern in relation to the Biometric Device and any and all of its parts, such as wires, casing, software, drivers, and mountings to ensure smooth operation of the biometric devices.

4. Review Period

- 4.1. This SLA shall be reviewed by the PSA every month.
- 4.2. The PSA may, acting reasonably, update, amend or modify the SLA at any time the PSA deems it necessary, in instances where the retention of the present terms of the SLA will materially prejudice, negatively impact, or delay the implementation of the Contract or the PhilSys, and such updates, amendments, or modifications shall be submitted to the Supplier in writing, in accordance with the terms and conditions of the Contract.
- 4.3. SLA reporting reconciliation shall be set on a quarterly basis, with the nominated date of the last calendar date of the quarter (hereto known as cutoff).
- 4.4. PSA shall provide the ticketing tool that will be used to capture the Supplier's service performance metrics.

5. Penalties Calculation

- 5.1. The PSA shall be entitled to penalties or rebates, computed in the following manner:
- 5.2. RAG (Red, Amber, Green) charts will be used to evaluate the Service performance and other results.
- 5.3. For Priority 1 (P1):

Rating	Percent of Incidents and service requests meeting target (P).
Target Breached	$P \leq 95\%$
Target Threatened	$95\% > P > 97\%$
Target Met	$P \geq 97\%$

- 5.4. When the Rating is “Target breached”, a penalty may be applied upon the “Supplier”, unless the fault lies on the side of “PSA”. The penalty can also be waived if both parties reach an agreement to do so. If applied, Penalty will be:

$$P\$ = V\$ \times (95\% - P)$$

where:

P\$: Penalty.

V\$: Payment to receive for the period.

P: Percent of Incidents and service request resolution meeting target.

- 5.5. For Priority 2 & 3 (P2) & (P3):

Rating	Percent of Incidents and service requests meeting target (P).
Target Breached	$P \leq 90\%$
Target Threatened	$90\% > P > 95\%$
Target Met	$P \geq 95\%$

- 5.6. When the Rating is “Target breached”, a penalty may be applied upon the “Supplier”, unless the fault lies on the side of “PSA”. The penalty can also be waived if both parties reach an agreement to do so. If applied, Penalty will be:

$$P\$ = V\$ \times (90\% - P)$$

where

P\$: Penalty.

V\$: Payment to receive for the period.

P: Percent of Incidents and service request resolution meeting target.

6. Service Level Targets

6.1. Ticket Priority Levels

- a. The priority of tickets and ticket management process will be implemented as per PSA's policies and procedures in force during the tenure of the contract.
- b. PSA may review and revise the below definitions based on emerging business needs over time.
- c. The revised definitions will be applicable from the following quarter after notification of the revisions by PSA.
- d. The priority of tickets shall be measured as per the table below.

Impact	Ticket Priority
All users	P1
Large group (>20 users)	P2
Small group (<=20 users)	P3
One user	P4

Examples of priority incidents

Priority	Impact Zone	Examples
P1	PSA is no longer able to provide critical services to all users	<ul style="list-style-type: none">▪ Update services are down▪ Authentication services not working due to faulty devices or device management software affecting all users▪ Security services are down▪ Security breach
P2	PSA has lost the ability to provide critical services to majority of users	<ul style="list-style-type: none">▪ Authentication services are down due to device hardware or software failure affecting majority of users▪ One relying party cannot authenticate
P3	PSA can still provide all services to all users but with	<ul style="list-style-type: none">▪ Degraded authentication services performance for some users

	reduced efficiency	<ul style="list-style-type: none"> Authentication services not working due to faulty devices or device management software affecting few users
P4	Minimal effect to the organization's ability to provide services to users	<ul style="list-style-type: none"> Degraded authentication services performance affecting one user Authentication services not working due to faulty devices or device management software affecting one user

6.2 Incident Response Time Targets

Parameter	Description										
Scope of SLA	Applies to all Incident Tickets										
Tools, methods or scripts to be used to measure SLA	<p>Tool: PhilSys Enterprise Management System or equivalent to be provided by PSA</p> <p>Method: SLA data generated directly from the tool</p>										
Process to capture data or measure the parameter	<p>Measurement of SLA</p> <p>Response Time is measured from the time of creation of the ticket to "In Progress" status.</p> <table> <tr> <th>Priority</th><th>Response time</th></tr> <tr> <td>P1</td><td>15 minutes</td></tr> <tr> <td>P2</td><td>60 minutes</td></tr> <tr> <td>P3</td><td>2 hours</td></tr> <tr> <td>P4</td><td>1 Day</td></tr> </table>	Priority	Response time	P1	15 minutes	P2	60 minutes	P3	2 hours	P4	1 Day
Priority	Response time										
P1	15 minutes										
P2	60 minutes										
P3	2 hours										
P4	1 Day										

Parameter	Description								
SLA calculation	<p>Formula:</p> <p><i>Response time % for P1 tickets</i> = Number of P1 tickets opened during the period and for which response is provided within defined timelines during the period / Number of P1 tickets opened during the period</p> <p><i>Response time % for P2 tickets</i> = Number of P2 tickets opened during the period and for which response is provided within defined timelines during the period / Number of P2 tickets opened during the period</p> <p><i>Response time % for P3 tickets</i> = Number of P3 tickets opened during the period and for which response is provided within defined timelines during the period / Number of P3 tickets opened during the period</p> <p><i>Response time % for P4 tickets</i> = Number of P4 tickets opened during the period and for which response is provided within defined timelines during the period / Number of P4 tickets opened during the period</p>								
SLA target	Response Time compliance P1 = 95% P2 = 90% P3 = 90% P4 = 85%								
Measurement interval	Monthly								
Reporting interval	Quarterly								
Illustration of LD computation	<table><tr><th>SLA target</th><th>Payment for the Quarter</th><th>Performance Result</th><th>LD applicable</th></tr><tr><td>Response Time compliance =95%</td><td>1,000,000</td><td>80%</td><td>P=1,000,000 x (95%-80%) P= 50,000</td></tr></table>	SLA target	Payment for the Quarter	Performance Result	LD applicable	Response Time compliance =95%	1,000,000	80%	P=1,000,000 x (95%-80%) P= 50,000
SLA target	Payment for the Quarter	Performance Result	LD applicable						
Response Time compliance =95%	1,000,000	80%	P=1,000,000 x (95%-80%) P= 50,000						

Parameter	Description
	At the end of every period during the duration of the contract which in alignment with the scheduled periodic maintenance payment, all LDs during the period shall be added to determine the total LDs for the period.

6.3 Incident Resolution Time Targets

Parameter	Description										
Scope of SLA	Applies to all Incident Tickets										
Tools, methods or scripts to be used to measure SLA	<p>Tool: PhilSys Enterprise Management System (EMS) or equivalent to be provided by PSA</p> <p>Method: SLA data generated directly from the tool</p>										
Process to capture data or measure the parameter	<p>Measurement of SLA</p> <p>Resolution Time is measured from the time of ticket creation to “Resolved” status.</p> <table border="1"> <thead> <tr> <th>Priority</th><th>Response time</th></tr> </thead> <tbody> <tr> <td>P1</td><td>6 hours</td></tr> <tr> <td>P2</td><td>12 hours</td></tr> <tr> <td>P3</td><td>2 days</td></tr> <tr> <td>P4</td><td>4 days</td></tr> </tbody> </table>	Priority	Response time	P1	6 hours	P2	12 hours	P3	2 days	P4	4 days
Priority	Response time										
P1	6 hours										
P2	12 hours										
P3	2 days										
P4	4 days										
SLA calculation	<p>Formula:</p> <p><i>Resolution time % for P1 tickets</i> = Number of P1 tickets opened during the period and for which Resolution is provided within defined timelines during the period / Number of P1 tickets opened during the period</p> <p><i>Resolution time % for P2 tickets</i> = Number of P2 tickets opened during the period and for which Resolution is provided within defined timelines during the period / Number of P2 tickets opened during the period</p>										

Parameter	Description								
	<p><i>Resolution time % for P3 tickets</i> = Number of P3 tickets opened during the period and for which Resolution is provided within defined timelines during the period / Number of P3 tickets opened during the period</p> <p><i>Resolution time % for P4 tickets</i> = Number of P4 tickets opened during the period and for which Resolution is provided within defined timelines during the period / Number of P4 tickets opened during the period</p>								
SLA target	Resolution Time compliance P1 = 95% P2 = 90% P3 = 90% P4 = 85%								
Measurement interval	Monthly								
Reporting interval	Quarterly								
Illustration of LD computation	<table><tr><th>SLA target</th><th>Payment for the Quarter</th><th>Performance Result</th><th>LD applicable</th></tr><tr><td>Response Time compliance P2=90%</td><td>1,000,000</td><td>87%</td><td>P=1,000,000 x (90%-87%) P=30,000</td></tr></table> <p>At the end of every period during the duration of the contract which in alignment with the scheduled periodic maintenance payment, all LDs during the period shall be added to determine the total LDs for the period.</p>	SLA target	Payment for the Quarter	Performance Result	LD applicable	Response Time compliance P2=90%	1,000,000	87%	P=1,000,000 x (90%-87%) P=30,000
SLA target	Payment for the Quarter	Performance Result	LD applicable						
Response Time compliance P2=90%	1,000,000	87%	P=1,000,000 x (90%-87%) P=30,000						

6.4. Management Server Availability

The management server shall be available to provide management services as specified in the MDS specification whenever required by any of the managed devices. If the management server is not available, an incident

ticket will be raised by the user and the device provider must address the ticket within the service level targets stated in 6.2 and 6.3 above.

6.5. Validity of Certifications

The Device Provider shall maintain at all times its ISO 27001 and FIPS 140-2 Level 3 HSM certifications valid and active. In the case of ISO 27001 certification, it shall be valid from, at the latest, 420 days from NTP until the end of warranty of the last deployed device or if devices were deployed after the first year from NTP or not deployed at all, until the end of the fourth year from NTP.

In the case of FIPS 140-2 Level 3 HSM certification, it shall be valid from, at the latest, 60 days from NTP until the end of warranty of the last deployed device or if devices were deployed after the first year from NTP or not deployed at all, until the end of the fourth year from NTP.

6.6. Service Level Reporting

Stipulated below are the required reports under the SLA and their respective delivery methods. The periodic reports will incorporate details of performance against all SLA targets, together with details of any trends or specific actions being undertaken to improve service quality. The reports shall be in a form or substance required by the PSA.

Report Name	Report Level	Delivery Method
List of active devices	Device level- Show active devices at any point in time as well as the start and end date of warranty. It should also show the RP and location of device.	Reports shall be e-mailed to: Marcos Ryan P. Laurente Planning Officer IV Head, Use Case Division, PhilSys Registry Office marc.laurente@psa.gov.ph philsys.usecases@gmail.com

6.7. Problem Management

In addition to standard reports, the Supplier shall provide the PSA a root cause analysis report on all priority 1 tickets within two days of ticket resolution. The report shall identify the problem and the corresponding actions necessary to permanently fix the problem. The Supplier shall clearly state in the report the action, the responsible person, the target date, and all resources necessary to fix the problem.

In the case of priority 2 tickets, the Supplier will furnish the PSA the root cause analysis report within four days after ticket resolution. Root cause analysis reporting for priority 3 and 4 tickets shall be done on a quarterly basis.

6.8. Business Reviews

The Parties shall conduct quarterly business review to discuss the performance review of the Supplier, matters for improvement, discussion of issues, cost reduction initiatives, and other relevant operational areas and issues. The location of the Business Reviews shall be at a time and venue to be agreed upon by the Parties.

7. Incidental Services

7.1. Supplier shall provide the Incidental Services specified hereunder, subject to the targets and metrics:

Activity	Description	Measure	Target
a. Support services for the on-site start-up of the Biometric Device.	<ul style="list-style-type: none"> Actual Software Installation, configuration, and startup of Biometric Device; and Tutorial or training for start-up, troubleshooting guide, and use for the implementation of the PhilSys. Assigning a unique identifier to each Biometric Device for asset management and maintenance. 	Within [4] hours from delivery of Biometric Device or within [24] hours from the receipt of a request from the PSA.	100 %
		PSA customer satisfaction based on post-event surveys. <ul style="list-style-type: none"> Very Satisfied Satisfied Dissatisfied 	>95% >90% <90%
b. Support services for the on-site start-up of the Biometric Device.	<ul style="list-style-type: none"> Provision and use of tools, implements, and other necessary materials for the maintenance of the 	Within [4] hours from delivery of Biometric Device or within [24] hours from the receipt of a request from the PSA.	100%

Activity	Description	Measure	Target
	Biometric Device at the Project Site/Location.	PSA customer satisfaction based on post-event surveys. <ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied 	>95% >90% <90%
c. Preparation and/or provision of a detailed operations and maintenance manual for each type of Biometric Device.	<ul style="list-style-type: none"> • Availability of complete and original manufactured-issued manual for each item upon delivery of the Biometric Device and Software. 	Within the same delivery date of Biometric Device or within [3] days from the receipt of a request from the PSA.	100%
d. Conduct of Training	<ul style="list-style-type: none"> • Training of PSA's personnel, at the Supplier's office, and/or on-site, in start-up, operation, maintenance, and/or repair by qualified personnel of the Supplier. • Documentation of training • Training for any updates, and modifications. 	Within [24] hours from delivery of Biometric Device or within [48] hours from the receipt of a request from the PSA. Minimum of [4] hours of on-site training per Project Site/Location.	100% 100%

- 7.2. The Incidental Services shall be provided by the Supplier within the Support Hours or at times and dates to be separately agreed upon by the Parties in writing.
- 7.3. PSA may, at its discretion, conduct the necessary customer satisfaction and evaluation survey of the users of the Biometric Device and Software to determine compliance with the targets and metrics above.

8. Contacts, Stakeholders, and Responsibilities

8.1. PSA Contact Persons

Names	Position	Responsibility
Asec. Rosalinda P. Bautista	Deputy National Statistician	PhilSys Registry Office
Marcos Ryan P. Laurente	Planning Officer IV	Head, Use Case Division

D. Warranties and Maintenance

1. Hardware Warranty:

- a. Supplier hereby grants a warranty of three (3) years, counted from the date of deployment of the device. Each device shall be covered by three years of warranty from date of deployment. If devices are not deployed within one year from NTP, warranty period shall automatically start on the first day of the second year from NTP and shall remain valid for three years.
- b. Supplier warrants that the Biometric Device are new, merchantable, free from defects in design, material, and workmanship, fit and sufficient for the purposes intended by PSA and will strictly conform to and perform in accordance with the technical specifications stipulated in the Contract.
- c. Subject to the provisions of this SLA, all warranties for the Biometric Device shall undergo inspection, acceptance, payment, and use.
- d. Biometric Device not meeting the foregoing warranties shall, at PSA's option, be repaired and/or replaced with new manufactured Biometric Device (or spare parts for the Biometric Device) by Supplier at no cost to PSA and with all costs for such implementation including, but not limited to transportation, risk of loss, and damage in transit for the return and re-delivery of the repaired or replaced Biometric Device borne by the Supplier.
- e. Spare parts shall be sourced by the Supplier at its own cost and expense.

- f. Hardware Components within the device shall not reach end of life during the warranty/support period. The device providers shall make appropriate arrangements for supporting any repair or replacement requirements during the contract period.
- 2. Service Warranty:
 - a. Supplier undertakes and warrants to provide the necessary services to address Incidents for a period of three (3) years from the date of delivery inclusive of all costs for repair, maintenance, replacement, transportation and consumables.
- 3. Software Warranty:
 - a. Supplier undertakes and warrants to provide the necessary licenses and application maintenance support to PSA to operate the system and address all incidents for a period of three (3) years from the date of acceptance of the software solution. Likewise, the Supplier shall provide upgrades to the application to address performance issues or security risks or which may be impacted by changes in the SBI specification for L1 devices.
- 4. Warranty Extension/Renewal:
 - a. PSA reserves the right to extend the warranty beyond the initial three-year period agreed upon. Should PSA express its desire to exercise such right, the Supplier undertakes to extend all or part of the warranty obligations under this Contract subject to the condition that the amount corresponding to the annual fee for the managed services shall be paid by PSA to the Supplier.
- 5. Retention Money for Warranty:
 - a. “The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.” (Section 62.1 of the 2016 revised IRR of RA No. 9184.)

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; **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; **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; **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);
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;
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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (o) *[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.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

