

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Biometric Data Capture Services for Postal Card Project (Re-bidding)**

**Sixth Edition**

# 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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (**IB**) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**INVITATION TO BID**  
**FOR THE PROCUREMENT OF BIOMETRIC DATA CAPTURE SERVICES FOR**  
**POSTAL CARD PROJECT (RE-BIDDING)**

1. The **Philippine Postal Corporation**, through the CY 2024 Corporate Budget approved by the Board of Directors of this Corporation, intends to apply the sum of **One Hundred Twenty-Eight Million Seven Hundred Thousand Pesos (Php 128,700,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Biometric Data Capture Services for Postal Card Project (Re-bidding). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Postal Corporation now invites bids for the Procurement of Biometric Data Capture Services for Postal Card Project (Re-bidding). Delivery of the goods/services is required within One (1) year. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from the Philippine Postal Corporation and inspect the Bidding Documents at the address given below starting **May 03, 2024** to **May 21, 2024** during office hours and on **May 22, 2024** until 9:00 A.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **May 03, 2024** to **May 21, 2024** during office hours and on **May 22, 2024** until 9:00 A.M from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 50,000.00**.
6. The Philippine Postal Corporation will hold a Pre-Bid Conference on **May 10, 2024** at **9:30 A.M.**, at the Conference Room, Office of the Board of Directors, Central Mail Exchange Center (CMEC), Domestic Road, Pasay City and/or through video conferencing or webcasting via ZOOM Cloud Meetings application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **9:00 A.M. of May 22, 2024**. 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 **May 22, 2024** at **9:30 A.M.** at the Conference Room, Office of the Board of Directors, Central Mail Exchange Center (CMEC), Domestic Road, Pasay City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Philippine Postal Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
**ATTY. BENJIE S. YOTOKO, CPA**  
*Chairperson, Bids and Awards Committee (BAC)*  
*Thru:*  
*Bids and Awards Committee Secretariat*  
*Motorpool Building (former Covid facility)*  
*Central Mail Exchange Center (CMEC)*  
*Domestic Road, Pasay City*  
*Email Address: [phlpostbac@yahoo.com](mailto:phlpostbac@yahoo.com)*
12. You may visit [www.phlpost.gov.ph](http://www.phlpost.gov.ph) for downloading of Bidding Documents.

*(Signed)*  
**ATTY. BENJIE S. YOTOKO, CPA**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, PHILIPPINE POSTAL CORPORATION, wishes to receive Bids for the *Procurement of Biometric Data Capture Services for Postal Card Project (Re-bidding)*, with identification number *PPC-BAC-2024-14*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY **2024** in the amount of **One Hundred Twenty-Eight Million Seven Hundred Thousand Pesos (Php 128,700,000.00)**.

2.2. The source of funding is: Corporate Budget approved by the Board of Directors of the Philippine Postal Corporation.

## 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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public 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 and services* 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

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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 at the **Conference Room, Office of the Board of Directors, Central Mail Exchange Center (CMEC), Domestic Road, Pasay City** 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 **three (3)** years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

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

## 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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**.

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<sup>1</sup> 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.

- 14.2. The Bid and bid security shall be valid until *120 calendar days* from bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

**NOTE:** *The Post Office-BAC is requesting all bidders to submit **Three (3) copies**.*

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time at its physical address at the **BAC Secretariat Office**, Motorpool Building (former Covid facility), Central Mail Exchange Center (CMEC), Domestic Road, Pasay City, as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall



consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
*Option 1* – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. 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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause			
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <b>Data Capture Services</b></p> <p style="margin-left: 40px;">b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</p>		
7.1	<i>Subcontracting is not allowed.</i>		
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] 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 style="margin-left: 40px;">a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>		
19.3	Item/Description	Quantity	ABC (in Php)
	Biometric Data Capture Services for Postal Card Project (Re-bidding)	One (1) Lot	<b>128,700,000.00</b>
20.2	<i>List licenses and permits relevant to the Project and the corresponding law requiring it. The BAC may require the concern bidder to submit additional documents/requirements.</i>		
21.2	<i>List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i>		

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## *Section V. Special Conditions of Contract*

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause					
1	<p><i>The following provisions will be included to this Contract:</i></p> <p>1. <i>Any query/ concern to the supplier as to the implementation of this Contract shall be coursed through the following contact persons on the details provided:</i></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <b><i>Principal:</i></b>  <i>Name:</i>  <i>Office:</i>  <i>Contact No:</i> </td> <td style="width: 200px; height: 40px;"></td> </tr> <tr> <td style="padding: 5px;"> <b><i>Alternate:</i></b>  <i>Name:</i>  <i>Office:</i>  <i>Contact No:</i> </td> <td style="width: 200px; height: 40px;"></td> </tr> </table> <p style="margin-left: 40px;"><i>Any notice made by PHLPost to the foregoing shall be deemed as notice to the Supplier.</i></p> <p>2. <i>The Supplier agrees to indemnify, defend and hold the Procuring Entity free and harmless from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage of property, arising from Supplier’s performance of its obligation under this Contract including the improvements introduced or to be introduced therein or from any activity, work or thing performed by Supplier, its employees, crews, technicians, contractor/servicer in connection with the performance of this Contract.</i></p> <p>3. <i>Liquidated Damages. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</i></p> <p>4. <i>The parties hereby warrant that they have not offered or paid, directly or indirectly, any government officials, agency or instrumentality, or employee thereof, any consideration, commission, or gift to secure this contract. Any violation of this warranty shall constitute a sufficient ground for the rescission or cancellation of this contract without prejudice to the filing of a civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws.</i></p> <p>5. <i>In case a dispute shall at any time arise between the Entity and the Suppler/Service Provider that would give rise to a right of action</i></p>	<b><i>Principal:</i></b> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>		<b><i>Alternate:</i></b> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>	
<b><i>Principal:</i></b> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>					
<b><i>Alternate:</i></b> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>					



*against a party, the parties should refer such dispute or difference to Arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the “Arbitration Law” and R.A. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”. The Entity, however, shall have the option not to refer or participate thereto, in which case, the Entity shall have the right to proceed filing an action before the courts of competent jurisdiction in the City of Manila.*

6 *Both parties acknowledge that this Contract constitutes the entire agreement between them and the terms and conditions in the Contract shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the parties relating to the subject matter thereof.*

7 *In case of litigation arising from or in connection with this contract, venue of action shall solely be in the appropriate court of Manila.*

**Delivery and Documents –**

For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

*[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [in Metro Manila]. In accordance with INCOTERMS.”*

*[For Goods supplied from within the Philippines, state:]* “The delivery terms applicable to this Contract are delivered in Metro Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *the Office of the Acting Manager, Business Lines Department, OAPMG for Operations, Philippine Postal Corporation.*

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.*

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.

**Packaging –**

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- 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>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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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	It may be included or stipulated in the Technical Specifications/Terms of Reference or Schedule of Requirements.
4	The inspections and tests that will be conducted are: <i>actual testing by the End-user or DOST testing, if applicable.</i>

# *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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Biometric Data Capture Services for Postal Card Project (Re-bidding)	One (1) Lot	<b>One (1) Lot</b>	<b>One (1) year</b> upon receipt of Notice to Proceed

Submitted by:

Name and signature of duly authorized representative

Name of Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Tel. No. / Fax No.: \_\_\_\_\_

Official Email address: \_\_\_\_\_

Other Contact No.: \_\_\_\_\_

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>



Item	Technical Specifications	Statement of Compliance
1	<p style="text-align: center;"><b>TERMS OF REFERENCE PROCUREMENT OF BIOMETRIC DATA CAPTURE SERVICES FOR POSTAL CARD PROJECT</b></p> <p><b>1. Background</b></p> <p><i>The Postal Card Project aims to provide an accessible, reliable, and trustworthy identification and proof of address solution to individuals in the Philippines. It seeks to address the needs of the informal sector and other segments of society who may not have easy access to government-issued IDs.</i></p> <p><i>The project will enhance the identification and proof of addressing services provided to the general public through a reliable and secure form of identification that is easily accessible to all individuals, including those in the informal sector and various segments of Philippine society. By implementing modern technologies and expanding enrollment services to convenient locations such as mall-based Post Offices and through mobile enrollment drives, the objective is to significantly improve the accessibility, efficiency, and trustworthiness of the Postal Card services for the benefit of the general public.</i></p> <p><b>2. Objectives</b></p> <ul style="list-style-type: none"> <li>○ To address the clamour of PHLPost clients to have a reliable and verifiable identification card and proof of address that will be accepted by the government as well as the private sector.</li> <li>○ To regain PHLPost’s significant loss of revenue and financial stability due to the stoppage of Postal Card operations since March 2023.</li> </ul> <p><b>3. Scope of Services</b></p> <p><b>3.1 General</b></p> <p>The biometric data capture services include the design, development, delivery, installation, testing, implementation, and operational support of a comprehensive Postal Card Cardholder Management System in addition to the provision of registration, enrollment and personalization services for the Postal Card.</p> <p>Based on agreed-upon annual goal volumes and in line with these Terms of Reference (TOR), the Service Provider shall deploy such equipment, employees, and other resources as are necessary to adequately serve</p>	

the enrollment capture, update and issuance of a Postal Card for PHLPost Postal Card applicants.

### 3.2 Detailed Project Deliverables

Following are the obligations of PHLPost and the winning Service Provider for this project:

#### 3.2.1 **Service Provider**

##### 3.2.1.1 Demographics and Biometrics Data Capturing

3.2.1.1.1 Biometric and demographic data capture records of Postal Card cardholder applicants conforming to output specifications. Encoded demographic data field data shall be compliant to agreed demographic data field specifications, e.g. only numeric data shall be stored to numeric fields, mandatory fields shall not be left blank, etc.

Data capture output files containing Postal Card cardholder applicant biometric and demographic data capture output records shall be formatted by the winning Service Provider including tagging of data captured for rush and regular application as required for the Postal Card personalization.

The winning Service Provider shall transmit, consolidate, process and generate Postal Card record ID (input to the card personalization process) for all biometric and demographic data captured 24 hours for regular application and 4 hours for rush application from the completion of daily data capture operations for fixed or mobile data capture stations.

3.2.1.1.2 Deployment of fixed data capture stations (*hardware and software*) to Post Office locations with at least 14 Postal Card enrolment transactions per day or Post Office Clusters with combined transaction volume of at least 14 Postal Card transactions per day. (*Annex A*)

3.2.1.1.3 The data capture station shall also include the following:

- Table and chair for data capture operator
- Seat/stool for the applicant

- Lighting device to provide controlled brightness for optimum exposure and to put off shadow
- Use of white background material for backdrop

3.2.1.1.4 Deployment of full-time Data Capture Operators to Post Office locations with more than 21 Postal Card enrolment transactions per day or Post Office Clusters with combined transaction volume of more than 21 Postal Card transactions per day.

<b>NO. OF FULL-SERVICE CAPTURING POST OFFICES</b>	<b>NO. OF DATA CAPTURING OPERATOR</b>
92	120

Note: Some of the Capturing Post Offices especially high volume Capturing Post Offices will have more than one (1) Data Capturing Operator. (Please refer to Annex B)

3.2.1.1.5 Central Biometric Data Processing Services for post data capture data processing, quality assurance, consolidation and central ABIS - fingerprint and facial image deduplication (for uniqueness checking and enrolment of Postal Card) including provision of central servers such as web server, application server, database server, data capture storage hardware, network security appliance/firewall, installation, configuration, administration, maintenance and data capture storage hardware, software & manpower resources, can either be hosted in cloud or on premise provided it complies with the Data Privacy policy.

3.2.1.1.6 Secured network data communication and transmission facilities for transmittal of data capture from data capture stations/other devices to the central facility.

3.2.1.1.7 A web/internet-based application software that shall provide a facility for internet stations with web cameras and smartphones with bar-code scanning capability to be used for verification of the Postal Card by scanning the Quick Response Code (QRC) on the Postal

Card and allowing retrieval of key Postal Card data from the Postal Card cardholder database (as specified by PHLPost).

3.2.1.2 A continuous training and certification program for PHLPost office staff responsible for the operation of fixed data capture stations and/or mobile data capture /other devices.

3.2.1.3 Digital Postal Card with the following features:

3.2.1.3.1 Digital Postal Card Retrieval System – accessible via desktop and mobile. Card holder can only access their digital Postal Card via facial recognition confirmation of their identity and entry of unique transaction number.

3.2.1.3.2 Postal Card Verification System to be used by Postal Card Verifying partners

3.2.1.3.2.1 Postal Card Online Verification System – an application designed to allow Partner Agencies to verify the identity of the individuals presenting the Postal Card. By entering the correct PRN found on the printed Postal Card, the POVS will display a digital image of the card holder.

3.2.1.3.2.2 Scanning of Digital or Physical Postal Card QR Code to show redacted image of Postal Card holder pulled from Digital Postal Card Verification System's central database for visual verification.

3.2.1.3.3 Uniqueness check against existing Postal Card Cardholder database – demographics, Fingerprint and Facial deduplication systems shall be put in place to check for uniqueness of each Postal Card applicant. PRN shall only be issued to verified unique Postal Card applicants.

3.2.1.3.4 Biometric Security – secure access to Digital Postal Card record via web app to be enabled by 1:1 facial recognition of Digital Postal Card Cardholder.

3.2.1.3.5 Provide security features for all exported Digital Postal Card files that can then be verified by a Postal Card Verification System.

3.2.1.4 Automated Biometric Identification System (ABIS) – System utilizing facial recognition and fingerprint deduplication to confirm uniqueness of Postal Card applicant.

3.2.1.5 Application Programming Interface (API) for the Postal Card mobile application is a crucial component that establishes a seamless integration layer between the Postal Card and facilitates effortless interaction with other prospective services that PHLPost plans to offer through the Postal Card. Throughout the development and evolution of this API, utmost consideration is given to the preservation and enhancement of its functionality while ensuring that any changes or improvements are executed without prejudice to the financial functionality of the Postal Card.

3.2.1.6 Postal Card Management System

Design and implement a relational database management system (RDMS) to store demographic data of all Biographic and Biometric Postal ID card applicants.

The winning Service Provider shall design, implement, operate, maintain and support a Postal Card Management System (PCMS) to be provided for PHLPost's use on this Project. The PCMS shall include a Postal Card Cardholder – relational database management system (RDMS) where demographic data captured for all Biographic and Biometric Postal Card applications that are accepted and successfully enrolled into the Postal Card System.

*The PCMS shall include the following functionalities/features:*

- a. Viewer of PID records*
- b. Import from capture stations*
- c. Capture Confirmation and Quality Assurance*
- d. Export to printing facility*
- e. Reporting and Analytics*
- f. Card Inventory*
- g. Card Issuance*
- h. Card Reports*

- i. *Card Process Flow*
- j. *Spoilage*

The winning Service Provider shall also provide the following services in relation to the PCMS:

- a. Postal Card Management System application maintenance and support, including version upgrades; change control and version management;
- b. Design of a technology infrastructure for the Project, including the provision of a business recovery plan and warm backup site design;
- c. Training, business and technical consultancy services for PHLPost personnel in the administration of the Postal Card Management System.

3.2.1.7 Online Pre-Registration

An online pre-registration system will be implemented during the project where Postal Card registrant can electronically enter their demographic data online.

3.2.2 ***PHLPost***

3.2.2.1 Office space and operating environment (including electrical power and utilities) as required for the data capture operations at Post Offices and post-capture central data processing and quality assurance, including provision of physical security and security services for protection of data capture hardware and software.

3.2.2.2 Use of Post Office facilities by the winning Service Provider personnel assigned on the Postal Card Project and provision of document logistical support for transmittal of items and documents required for the operation of data capture stations nationwide.

3.2.2.3 Postal Card pre-data capture processing, validation and approval as well as Postal Card enrolment forms, supplies.

3.2.2.4 Operating policies and procedures as required for the collection of Postal Card biometric and demographic data.

3.2.2.5 Shared Post Office staff / Letter carrier manpower to operate data capture stations and/or other data capture devices for Post Office locations with 21 or less Postal Card enrolment transactions per day or Post Office Clusters (with combined transaction volume of 21 or less Postal Card transactions per day).

3.2.2.6 Office space and operating environment (including electrical power and utilities) as required for the Postal Card personalization system equipment and manpower.

3.2.2.7 Separate server hardware, software, and data center facilities for the Postal Card cardholder database and backup/business recovery center as well as the Postal Card central verification web server hardware, software and internet connectivity/data network communication facilities as required for the Postal Card QRC based central verification service.

The Service provider shall cover servers (web applications and ABIS database server) for central biometric data processing services. They may opt to utilize a cloud-based, on premise, or hybrid server.

PHLPost shall provide servers for the Postal Card cardholder database, backup/recovery center and postal card central verification use.

3.2.2.8 Overall administration and supervision of the Postal Card Management and personalization system operations, processes and physical facility.

3.2.2.9 Physical training center venues for Postal office staff and letter carrier training, and any actual per diem, travel and accommodation expenses, if any, of Postal Card personnel attending Postal Card data capture training.

3.2.2.10 Hosting the resources of the Postal Card systems required to support and operate the system.

#### **4. Deployment, Plan & Schedule**

The winning Service Provider shall deploy sufficient data capture capacity (fixed/mobile stations and/or other devices) to handle capture of biometric data for up to at least *one million five hundred enrollees* per year for the Postal Card enrolments, scalable up to ten million per

year or thirty million over three years depending on actual Postal Card transaction volume growth over subsequent annual periods.

The projected number of fixed/mobile capture stations and other data capture devices to handle the targeted volume of Postal Cards transaction volume is shown in the table below. The number and composition of capture devices (fixed or mobile) may change depending on the final deployment plan and schedule agreed on, provided that sufficient capture capacity is provided to handle the actual demand of the Postal Cards generated.

Type of Capture Facility	Captures per Stations/ device	Rated Daily Capture Capacity per Station	Total Capture Capacity per Day
Fixed (Office based)	300	70	21,000
Mobile/ (Plaza based)	20	100	2,000
TOTAL POSTAL CARD CAPTURE CAPACITY PER DAY			23,000
TOTAL POSTAL CARD INITIAL ANNUAL CAPTURE CAPACITY			6 MILLION

Deployment of capture stations and capture of PHLPost biometric data shall be based on the following guidelines and using any combination or all of the following alternative channels:

Component	Responsible	Implementation Schedule
1. Data Capture		
1.1 Hardware	The winning Service Provider	Pilot Implementation 15 Calendar Days upon receipt of NTP (35 Post Offices nationwide) Annex C Full Deployment – 30 days from Pilot acceptance
1.2 Software	The winning Service Provider	Rollout 30 Calendar days from Notice to Proceed
1.3 Manpower	Both Parties	Notice to Deploy
2. Data Capture Storage	The winning Service Provider	30 Calendar Days from Notice to Proceed
3. Digital Postal Card Holder DB	PHLPost	30 Calendar Days from Notice to Proceed
4. ABIS	The winning Service Provider	30 Calendar Days from Notice to Proceed



5. Digital ID Retrieval System	The winning Service Provider	30 Calendar Days from Notice to Proceed
6. Digital ID Verification System	The winning Service Provider	30 Calendar Days from Notice to Proceed
7. Migration of Systems – Migration of Postal Card database from old system to new system	The winning Service Provider	30 Calendar Days from Notice to Proceed

## **5. Postal Card Data Capture Specifications**

### **5.1 Fingerprint Capture Specifications**

- 5.1.1 *Captured fingerprint images should be in WSQ compressed format as per Unified Multi-Purpose ID (UMID) specifications, 500x500 dpi (pixels) raw capture (image) (at least).*
- 5.1.2 *Capture and storage with resolution  $\geq$  19.69 pixels/mm or 500x500 pixels raw image.*
- 5.1.3 *Output file is WSQ and ratio of captured image and image to be processed is 1:1; or Output images captured at 39.37 pixels/mm and compressed using JPEG 2000 must not exceed compression ratio of 15:1.*
- 5.1.4 *Captured fingerprint images should meet the U.S. National Institute of Science and Technology (NIST) Fingerprint Image Quality (NFIQ) Compliance test and image quality specifications or AFIS verification test giving a numerical value that confirms image is usable for AFIS matching, i.e., NFIQ 1, NFIQ 2 and NFIQ 3.*
- 5.1.5 *Images of unusable fingers captured and/or those with other exceptions, i.e., NFIQ 4 and NFIQ 5, should be tagged with standard exception codes as per Section 8.5 Demographic Data Format.*
- 5.1.6 *Minimum resolution: 256 levels of gray at the minimum of 1" x 1" image.*
- 5.1.7 *Built-in software to indicate acceptable quality of capture (e.g. display color green) or poor quality capture (e.g. display color red) based on NFIQ ratings (NFIQ 1, 2 and 3 are acceptable quality) plus a supplemental image quality check during live scanning of fingerprint and prior to saving of fingerprint capture record. Automated tagging of unusable fingers.*

5.1.8 *Built-in software or some indicator to prompt operator if fingerprint is not properly centered during image capture. Some graphical indicator (such as arrow) or message should prompt the operator to move the fingerprint upward, downward, left or right of the scanner center to achieve the best possible fingerprint image capture.*

5.1.9 *Automated classification and display of fingerprint capture quality using at the minimum the following National Institute of Standards and Technology (NIST) Fingerprint Image Quality (NFIQ) levels 1 to 5:*  
a. NFIQ = 1 indicates high quality  
b. NFIQ = 3 indicates fair  
c. NFIQ = 5 indicates poor quality

5.1.10 Four (4) fingerprint captures. The fingerprints that will be captured are the following:

a. Primary fingerprints

- i. Right index finger
- ii. Left index finger
- iii. If an index finger is amputated/not available, the available fingerprint that should be captured in the order of priority is the thumb, followed by the middle finger, the ring, and the pinky/little finger.

b. Backup fingerprints

- i. Right thumb
- ii. Left thumb
- iii. If a thumb is amputated/not available, the available fingerprint that should be captured in the order of priority is the middle finger, followed by the ring finger, and the pinky/little finger.

c. Must be able to provide indicator of which fingers were captured.

## **5.2 Facial Image Capture Specifications**

5.2.1 *Captured facial images should be in JPEG format as specified by UMID and PHLPost, at 15Kb minimum.*

5.2.2 *Captured images should generally conform to ICAO 9303 standards for full frontal images.*

5.2.3 *Facial images captured with exceptions should be*

*tagged with standard codes. (to be written to field no. 36 of the demographic file).*

Blank for normal capture. Enrollment software to tag the two-character data field with one or a combination of the following codes:

- “a” = eye detection confidence
- “b” = eye distance
- “c” = head tilt (roll)
- “d” = head rotation (yaw)
- “e” = head pitch
- “f” = brightness
- “g” = sharpness
- “h” = contrast
- “i” = color balance
- “j” = dynamic range
- “k” = horizontal face position
- “l” = vertical face position
- “m” = face centering
- “n” = eye shadows
- “o” = face shadows

5.2.4 Supervisor override shall be required for facial image captures with exceptions at fixed Postal Office locations. All facial image captures done in the “field” or outside of Postal Office locations (plaza type and/or door-to-door) shall automatically be considered as exception captures with authorization for supervisor override. Ambient lighting conditions may not be possible to control at such locations, thus requiring exception capture as a default and on a pre-approved basis.

5.2.5 Colored portrait in Joint Photographic Experts Group (.jpeg/.jpg) format, with maximum file size of 50KB. Produce latest ICAO recommended size of 640 x 480.

5.2.6 Captured images shall conform to ISO/IEC 19794-5 as mandated by ICAO 9303 (4.1 of Appendix 11 to Section IV of Part 1 Volume 1) standards with respect to output photographs as applicable to full frontal face image”.

### **5.3 Signature Data Capture**

5.3.1 Captured signature image should be in TIFF format.

5.3.2 Capture stations shall employ electronic signature pads with real-time image feedback function such that applicants can view their signature as they are writing.

Other capture devices shall incorporate signature capture utilizing the touch screen feature and stylus.

5.3.3 Automated cropping/zooming of signature to remove surrounding white spaces.

5.3.4 Image file size of 800 bytes to 1.5KB.

## **6. Service Provider Qualifications**

The Service Provider shall comply with the following qualifications/requirements and shall attach in their bid proposal all the necessary documents to show proof of compliance:

- 6.1 Bidding is open to Filipino and Foreigner.
- 6.2 Must be duly registered in the National Privacy Commission.
- 6.3 Must have at least one (1) Data Privacy Officer. Provide signed resume and must be a practitioner with a minimum of two (2) years' experience.
- 6.4 Must have at least two (2) similar contracts and the aggregate contract amount should be equivalent to at least the percentage of the ABC and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC or as long as the single similar contract meets at least 50% of the ABC.
- 6.5 Submits references from previous clients, particularly those in similar industries or with comparable project requirements. Testimonials should highlight the bidder's reliability, professionalism, and the success of past engagements. Include contact information for references from previous clients, allowing us to verify the success of your engagements.
- 6.6 Must be in existence for at least five (5) years in the Philippines with at least three (3) completed projects (both in private and government) in the field of application development or software customization.

## **7. Other Terms and Conditions**

The award shall be issued upon full compliance with all the regulations pertaining to government procurement.

## **8. Project Management and Reporting**

To ensure efficient coordination, monitoring, and conduct of project activities, a Project Management Team (PMT) shall be formed by both

parties. Timely progress reports and status updates will be regularly provided by the PMT to the Office of the Assistant Postmaster General for Operations and the Business Lines Department to keep them informed about the project's advancements and status.

## **9. Evaluation and Quality Assurance**

A comprehensive evaluation and quality assurance process shall be implemented to assess the effectiveness, efficiency, and compliance of the Postal Card Services project. Regular audits and reviews will be conducted to ensure adherence to project objectives and standards.

## **10. Legal and Regulatory Compliance**

### *10.1 Adherence to RA 9184*

10.1.1 *The project implementation shall adhere to all relevant laws, regulations, and policies, including but not limited to the Government Procurement Reform Act (Republic Act 9184). Any required permits, licenses, or certifications shall be obtained in accordance with the applicable regulations.*

### 10.1.2 Adherence to Data Privacy Act

Service Provider must register with the National Privacy Commission and assign a Compliance Officer for Privacy (COP) to ensure compliance of the Data Privacy Act and to ensure adequate security measures are implemented to secure data in its possession. The attestation from NPC the ongoing renewal/registration.

10.1.3 Service Provider shall sign a separate data outsourcing agreement, which shall require, among others, the provision of appropriate trainings, and require the signing of Non-Disclosure Undertakings by data capture operators that will be assigned to the Project.

### *10.2 Liquidated Damages for the Delay*

In the event that the project is not delivered by the agreed-upon completion date, the party responsible for the delay shall be liable to pay liquidated damages to the other party as compensation for the delay. Shall accordance be accordance to Section 68 of RA 9184.

The payment of liquidated damages shall not relieve the defaulting party from its obligation to complete the project as per the terms of the agreement. The liquidated damages shall accrue on a daily basis from the agreed-upon completion date until the date the project is finally delivered.

### *10.3 Confidentiality Agreement*

The winning Service Provider shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon Notice of Award. All Confidential Information exchanged by PPC with its partners shall not be disclosed to any person, or entity. The provider may only disclose Confidential Information if such disclosure: (i) has been authorized in writing by PPC; (ii) is reasonably required within the course and scope of the services compromised in the Contract; or (iii) is required by law or is requested by a court of competent jurisdiction or a government or regulatory agency.

### **11. Scope of Bid Price**

The bid price shall be inclusive of taxes and other incidental expenses.

### **12. Payment Scheme**

*12.1 For services actually rendered, PHLPost shall pay the Service Provider based on the rates as stated in the bid price and payment shall be based on the actual number of data capture transactions that had been successfully transferred to PHLPost servers.*

*12.2 Payment term shall be thirty (30) calendar days from the date of the submission and acceptance by PHLPost of the sales invoice and complete proper documentation.*

### **13. Approved Budget**

The Approved Budget for the Contract (ABC) on the Biometrics Data Capture Services is based on nine hundred thousand (900,000) captures which is equivalent to **ONE HUNDRED TWENTY-EIGHT MILLION SEVEN HUNDRED THOUSAND PESOS (PHP128,700,000.00)** inclusive of all applicable taxes.

### **14. Contract Duration**

One (1) year from receipt of Notice to Proceed.

### **15. Dispute Resolution**

In case a dispute shall at any time arise between PHLPost and the Service Provider that would give rise to a right of action

	<p>against a party, the parties should refer such dispute or difference to Arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". PHLPost shall have the option not to refer or participate thereto, in which case, PHLPost shall have the right to proceed filing an action before the courts of competent jurisdiction in the City of Manila.</p>	
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Submitted by:

Name and signature of duly authorized representative

Name of Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Tel. No. / Fax No.: \_\_\_\_\_

Official Email address: \_\_\_\_\_

Other Contact No.: \_\_\_\_\_

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



# 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**
- (l) 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.

**NOTE:** *Please download and use the latest **BIDDING FORMS** as prescribed under **GPPB RESOLUTION NO. 16-2020** or downloadable forms at the GPPB website ([www.gppb.gov.ph](http://www.gppb.gov.ph))*

