



## **SUPPLEMENTAL/BID BULLETIN**

### **BID BULLETIN NO. 03** **16 August 2021**

**Name of Project: Supply, Delivery, Installation, Configuration of and Training of Biometric-Enabled Scholarship Registration Management System**

Pursuant to Section 22.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, this Bid Bulletin No. 3 is being issued to further clarify the provisions in the Bidding Documents with reference to the queries/concerns raised by the bidder/s.

The response to the clarifications/inquiries of the prospective bidders for the above-mentioned project are hereto attached.

In reference to the Government Procurement Policy Board (GPPB) Resolution No. 16-2020, dated 16 September 2021, the revised Annexes B to I are hereto attached.

For the information and guidance of all concerned.

  
**DDG LINA C. SARMIENTO**  
Chairperson  
Bids and Awards Committee 

**Inquiry/Clarification of Prospective Bidders for the Supply, Delivery, Installation, Configuration of and Training of Biometric-Enabled Scholarship Registration Management System**

PROSPECTIVE BIDDER	NO.	INQUIRY/CLARIFICATION	BAC RESPONSE					
ASCENT SOLUTIONS PHILIPPINES, INC.	1	<p align="center">ITB Clause 9 (Bidding Requirements)</p> <p>Please clarify and confirm that the requirements in the Bidding Documents <b>must be read together</b> with all the relevant provisions of RA 9184 and its IRR, including the Generic Procurement Manuals (GPMs) and associated policies, rules and regulations, such as resolutions and circulars, issued by the Government Procurement Policy Board (GPPB).</p>	<p align="center">The BAC noted the provisions on RA 9184.</p>					
	2	<p align="center">BDS Clause 5.3 (Similar Contract Definition)</p> <p>Any contract on Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System <u>or any automated Registration Management System employing the use of facial biometric technology.</u>"</p>	<table border="1"> <thead> <tr> <th data-bbox="887 596 1520 628">ORIGINAL</th> <th data-bbox="1520 596 2175 628">AMENDED</th> </tr> </thead> <tbody> <tr> <td align="center" colspan="2" data-bbox="887 628 2175 660"><b>Bid Data Sheet ITB Clause 5.3</b></td> </tr> <tr> <td data-bbox="887 660 1520 1027"> <p>a. any contract on Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System, and must be at least equivalent to fifty percent (50%) of the ABC; and</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> </td> <td data-bbox="1520 660 2175 1027"> <p>a. any contract on <u>supply, delivery, installation, configuration of and training on registration management system</u>, and must be at least equivalent to fifty percent (50%) of the ABC; and</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> </td> </tr> </tbody> </table>	ORIGINAL	AMENDED	<b>Bid Data Sheet ITB Clause 5.3</b>		<p>a. any contract on Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System, and must be at least equivalent to fifty percent (50%) of the ABC; and</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
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ASCENT SOLUTIONS PHILIPPINES, INC.	3	<p align="center">BDS 20.1 (Submission of Proof of SLCC)</p> <p>In view of items 4.3 and 6.1 (k) of GPPB Circular No. 04-2020, dated 16 September 2020, and Sections 23.1, 30.1 and 34.3 (b) (II) of the 2016 IRR of RA 9184, the following amendment on the submission of post-qualification documents to substantiate the SLCC is respectfully proposed:</p> <p><u>"Proof of completion of the single largest contract as identified in the SLCC Statement, which shall include the following: (a) Notice of Award; (b) Contract or Purchase Order; (c) Notice to Proceed; and (d) Certification Issued by the Procuring Entity/Client showing that the bidder has completely delivered the Project and the same was accepted within the contract duration. For a completed contract with the private sector, the equivalent document shall be submitted."</u></p>	<p align="center">To retain the existing provision, since it does not limit the submission of other documents.</p>					

*Handwritten signatures and initials*

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			ORIGINAL	AMENDED
ASCENT SOLUTIONS PHILIPPINES, INC.	4	<p align="center">BDS 20.1 (Submission of Evidence of Compliance)</p> <p>In view of the instructions in the accomplishment of the Conformity with the Technical Specification, it is respectfully requested that the submission of pieces of evidence in support of the bidder's "Statement of Compliance" in the Conformity with the Technical Specifications be deleted from the enumeration under BDS Clause 20.1, because said evidence should form part of the bidder's technical component envelope.</p>	<b>Bid Data Sheet ITB Clause 20.1</b>	
			<ul style="list-style-type: none"> <li>• Proof of ongoing/outstanding contract/s as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed.</li> <li>• Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A").</li> <li>• Submission of pieces of evidence such as but not limited to manufacturer's or distributor's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate as proof of compliance with the bidder's actual offer, if applicable.</li> <li>• Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).</li> <li>• Either of the following:                             <ul style="list-style-type: none"> <li>a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or</li> <li>b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS</li> </ul> </li> <li>Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</li> <li>• Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration.</li> <li>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</li> <li>• The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.</li> </ul>	<ul style="list-style-type: none"> <li>• Proof of ongoing/outstanding contract/s as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed.</li> <li>• Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A").</li> <li>• <b><u>Submission of pieces of evidence such as proof of concept.</u></b></li> <li>• Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).</li> <li>• Either of the following:                             <ul style="list-style-type: none"> <li>a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or</li> <li>b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS</li> </ul> </li> <li>Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</li> <li>• Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration.</li> <li>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</li> <li>• The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.</li> </ul>

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**Inquiry/Clarification of Prospective Bidders for the Supply, Delivery, Installation, Configuration of and Training of Biometric-Enabled Scholarship Registration Management System**

PROSPECTIVE BIDDER	NO.	INQUIRY/CLARIFICATION	BAC RESPONSE																			
	5	<p align="center">Section VI (Schedule of Requirements)</p> <p>Please clarify and confirm that the Project must be completed within 45 calendar days from receipt of the Notice to Proceed, but the winning bidder/supplier is required to perform Warranty Obligations (after completion and acceptance), which shall include the following: Maintenance and Support for 12 months after Full Deployment of the System; Provision of all other software licenses required by the BSRS for 24 months; Provision of email technical support for scholars and TESDA officials for 24 months; Provision of on-call/phone support for TESDA officials for 24 months; and Performance or supervision or maintenance and/or repair of the supplied Goods for 24 months.</p>	<p align="center">Yes, the Project must be completed within 45 calendar days from receipt of the Notice to Proceed.</p>																			
<p align="center"><b>ASCENT SOLUTIONS PHILIPPINES, INC.</b></p>	6	<p align="center">Section VI (Schedule of Requirements)</p> <p>Considering that 40% of the contract cost will be paid within 12 months from Full Deployment of the System, the winning bidder/supplier is no longer obliged to post a warranty security equivalent to one percent (1%) to five percent (5%) of the contract cost in the form of Retention Money or Bank Guarantee.</p>	<b>ORIGINAL</b>				<b>AMENDED</b>															
			<b>Special Conditions of Contract GCC Clause 2.2</b>																			
			Payment shall be made in tranches as specified below:				Payment shall be made in tranches as specified below:															
			<table border="1"> <thead> <tr> <th>General Description</th> <th>Delivery</th> <th>% Of Amount to be released</th> <th>Documentary Requirements</th> </tr> </thead> <tbody> <tr> <td>Upon User Acceptance Test</td> <td>Within 30 calendar days from the time the customized system passed UAT</td> <td>30%</td> <td>Certificate of Acceptance</td> </tr> <tr> <td>Full Deployment of the System</td> <td>15 Days Upon receipt of billing request</td> <td>30%</td> <td>Certificate of Completion and Acceptance Reports from the Operating Units</td> </tr> <tr> <td>Maintenance and Support</td> <td>15 Days Upon receipt of billing request</td> <td>40% (sub-divided per quarter for 12 months)</td> <td>Billing Request, system maintenance activity reports (if any), SLA uptime computation</td> </tr> </tbody> </table>	General Description	Delivery	% Of Amount to be released	Documentary Requirements	Upon User Acceptance Test	Within 30 calendar days from the time the customized system passed UAT	30%	Certificate of Acceptance	Full Deployment of the System	15 Days Upon receipt of billing request	30%	Certificate of Completion and Acceptance Reports from the Operating Units	Maintenance and Support	15 Days Upon receipt of billing request	40% (sub-divided per quarter for 12 months)	Billing Request, system maintenance activity reports (if any), SLA uptime computation			
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		<b>Section VII (Technical Specifications)</b>			
ASCENT SOLUTIONS PHILIPPINES, INC.	7	<p>Item 2.5.4 of Section VII requires the winning bidder to provide for Infrastructure as a Service that will comply to Items 2.5 and 2.6 of the same Section. Section 2.6. pertains to Service Level Agreements (SLA). Does this mean that the winning bidder must also assure the SLA of the IaaS provider such as Microsoft Azure, Amazon Web Service or Google Cloud Services?</p> <p>It should be noted the IaaS provider is different from the application provider (winning bidder). The IaaS providers maintain their own support structure to fulfill stringent SLA requirements. Since the IaaS providers and application provider are two different entities, maintaining the SLA for the IaaS provider may be difficult for the supplier of applications.</p>	As per Section VII item 2.1., the IaaS shall be provided by the Procuring Entity.		
	8	Related to question number 1, is it okay with the Procuring Entity if the IaaS shall be at the account of the application provider (the winning bidder) although access to the IaaS platform will be given to the Procuring Entity.	As per Section VII item 2.1., the IaaS shall be provided by the Procuring Entity.		
			<b>AGENCY SPECIFICATIONS</b>		
			<b>ORIGINAL</b>	<b>CLARIFICATION TO AGENCY SPECIFICATION</b>	
	9	Item 3.18. of Section VII states, "There should be a dashboard for the school administrator or his/her staff that shows the data uploaded in item 3.1 for that specific school." We believe this to be a typographical error because item 3.1 pertains to the application being "completely web-based". Item 3.1 does not talk about uploading data. Perhaps item 3.18 should state, "data uploaded in item 3.2." instead?	Item 3.18. of Section VII states, "There should be a dashboard for the school administrator or his/her staff that shows the data uploaded in item 3.1 for that specific school."	<p>This is a typographical error. Section VII item 3.18 should read as follows:</p> <p align="center">"School Administrator's dashboard There should be a dashboard for the school administrator or his/her staff that shows the data uploaded in requirement 3.2 for that specific school."</p>	
	10	<p>Item 3.19.2 of Section VII provides that it would be the school that should indicate the maximum number of scholars per class. However, item 3.14 of the states that the system should contain restrictions from classes exceeding the approved "absorptive capacity". It seems these are two different things. Can the procuring entity please clarify the difference between item 3.19 and item 3.14?</p>	13.14.1 The system shall count the number of approved scholars per campus by course based on an uploaded approved "absorptive capacity".	13.14.1 The system shall count the number of approved scholars per campus by <u>training qualification</u> based on an uploaded approved <u>Qualification Map vis-à-vis the absorptive capacity of the training center. (Qualification Map refers to a document that shall contain the qualification title and corresponding number of slots, inclusive of the period of training and date of assessment, costing and total amount.)</u>	
13.14.2 The system should not allow the number of enrollees to exceed the approved absorptive capacity per campus per course.			13.14.2 The system should not allow the number of enrollees to exceed the approved <u>Qualification Map</u> per campus per <u>training qualification</u> .		
13.19.1 There should be a facility where the school key-in the class schedules of the approved TESDA classes and courses.			13.19.1 There should be a facility where the school key-in <u>the training schedules based on the approved Qualification Map.</u>		

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ASCENT SOLUTIONS PHILIPPINES, INC.			13.19.2 The school shall indicate the maximum number of scholars per class.	13.19.2 The school shall indicate the maximum number of scholars per class <u>based on the approved Qualification Map.</u>
	11	Item 3.20.2 states, "The school administrator can accept scholarship applications per course subject to the restrictions in requirements 2.3 and 2.5." However items 2.3 pertains to compatibility of the BSRS to web cameras, while 2.5 specify the data retention and backup capabilities of the system. These two are unrelated to the context of item 3.20.2. Can the procuring entity please clarify what item 3.20.2 meant?	3.20.2. The school administrator can accept scholarship applications per course subject to the restrictions in requirements 2.3 and 2.5.	3.20.2. The school administrator can accept scholarship applications per course subject to the restrictions in requirements <u>3.14.</u> and <u>3.7.</u>
	12	Item 3.17 requires that the BSRS interface to T2MIS via an API (Application Program Interface). While Ascent's solution has API communication capabilities, the actual message and data exchange format may differ. API communication is usually customized between two applications. Depending on the complexity of the API of T2MIS, and the data structures within it, it may not be possible to demonstrate compliance to this requirement during post-qualification. May we request that as part of the compliance, the winning bidder will just specify that this customization will be accommodated within an agreed time period?	Please refer to BAC Response to Ascent Solutions Philippines, Inc. Item #4	
ASCENT SOLUTIONS PHILIPPINES, INC.	13	ANNEX B (Statement of Ongoing Contracts) Please clarify and confirm that ANNEX B (Statement of Ongoing Contracts) is just a guide and the bidder is required to modify the same to comply with the mandatory provisions of item 6.1 (j) of GPPB Circular No. 04-2020, dated 16 September 2020, which provides, among other things, that contract period and dates of delivery be included in the Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started.	Please refer to attached Amended Form	
	14	ANNEX C (SLCC Statement) Please clarify and confirm that ANNEX C (SLCC Statement) is just a guide and the bidder is required modify the same to comply with the mandatory provisions of item 6.1 (k) of GPPB Circular No. 04-2020, dated 16 September 2020, which provides, among other things, that the contract period and end user's acceptance or official receipt(s) or sales invoice be included in the Statement of the Bidder's SLCC similar to the contract to be bid.	Please refer to attached Amended Form	

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	15	<p align="center"><b>ANNEX E (Omnibus Sworn Statement)</b></p> <p>Please clarify and confirm that ANNEX E (Omnibus Sworn Statement) is just a guide and the bidder is required to modify the same to comply with the mandatory provisions of Item 6.1 (e) of GPPB Circular No. 2020, dated 16 September 2020, and the "Omnibus Sworn Statement (Revised)" form attached thereto.</p>	Please refer to attached Amended Form
ASCENT SOLUTIONS PHILIPPINES, INC.	16	<p align="center"><b>ANNEX G (Bid Form)</b></p> <p>Please clarify and confirm that ANNEX G (Bid Form) is just a guide and the bidder is required to modify the same to comply with the mandatory provisions of Item 6.1 (a) of GPPB Circular No. 2020, dated 16 September 2020, and the "Bid Form for the Procurement of Goods" form thereto attached.</p>	Please refer to attached Amended Form
	17	<p align="center"><b>ANNEX H (Price Schedule – Abroad)</b></p> <p>Please clarify and confirm that ANNEX H (Price Schedule – Abroad) is just a guide and the bidder is required to modify the same to comply with the mandatory provisions of Item 6.1 (b) of GPPB Circular No. 2020, dated 16 September 2020, and the "Price Schedule for Goods Offered from Abroad" form thereto attached.</p>	Please refer to attached Amended Form
	18	<p align="center"><b>ANNEX I (Price Schedule – Philippines)</b></p> <p>Please clarify and confirm that ANNEX I (Price Schedule – Philippines) is just a guide and the bidder is required to modify the same to comply with the mandatory provisions of Item 6.1 (b) of GPPB Circular No. 2020, dated 16 September 2020, and the "Price Schedule for Goods Offered from Within the Philippines" form thereto attached.</p>	Please refer to attached Amended Form
MULTISYS	1	What is the infrastructure to be used, Cloud or On-prem?	Will use a cloud-based Infrastructure as a Service (IAAS)
	2	Is this a web-based application or mobile application?	Web-based application.
	3	Is/Are there any existing 3rd-Party software or system that will be integrated?	TESDA's T2MIS application shall be integrated via a web API (preferably REST). Please refer to Section VII, Requirement 3.17.
	4	Any hardware needed? If so, what type of hardware?	No hardware required.
	5	Who will be the specific end-users of the application or system?	<p>There are four end-users of the system:</p> <ol style="list-style-type: none"> <li>1. Scholar/applicants</li> <li>2. Authorized TESDA employees (Central Office/Regional Office/Provincial Office/District Office)</li> <li>3. Authorized TVET providers (both public and private)</li> <li>4. Trainers</li> </ol>
	6	How many end-users are expected to use the system?	approximately 522,000 users.

*Was it sent right*

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MULTISYS	7	Is the system access internal to the TESDA network only?	No
	8	Is there an existing system with the same functionality as the BESRMS currently being used by the organization? Or is it a ground up system?	There is a similar system being used by the organization. This system is called T2MIS. T2MIS is similar to BSRS, but the BSRS has more features. BSRS is expected to have anti-fraud mechanisms through the use of biometric authentication.
	9	Is there an existing database containing records of scholars that will be utilized by the system or to be integrated into the system?	Yes
MULTISYS	10	Any specific file types for the printing/exporting of documents/reports?	TESDA expects reports to be downloadable in "any format" which can be viewed using Microsoft Office Applications, and Portable Document Format (PDF).
	11	Is the system considering virtual or distant learning (i.e. online classes)?	No. The system is a Scholar's Information and Portfolio System. Online classes will not be conducted through the BSRS.
	12	What are the organization's standard guidelines or procedures in data backup and data retention?	5 years.
	13	How is applicant's registration currently being processed?	Currently, the registration of the applicant is being processed manually. The applicant fill-up the form and the TESDA employees in the Provincial Office input the data in the system (T2MIS).
	14	Does the system require dynamic user role creation and module permission? For Ex. Admin has access to accounting dashboard 1. Or does the system have static and define users and modules as per your organizational structure	The system must allow TESDA personnel to define roles and permissions for users. Please refer to Section VII Requirement 2.19. That said, for the system to function on day 1, it is expected that there are already predefined roles in the BSRS RBAC configuration
	15	Will the system require automatic archiving of electronic records?	Yes
	16	What are the organization's standard guidelines or procedures in archiving of electronic records?	The organization's standard data retention policy for Scholars' data is 5 years. This is reflected in the Bid Documents under Section VII, Requirement 2.5.1.
MULTISYS	17	Attendance system strictly by facial recognition only? No other or alternative way/method for capturing attendance?	Yes.

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	18	Will the system allow students/enrollees to revoke from their enrolled courses/programs?	Yes.
IWAVE	1	<p align="center">ITB Section II</p> <p align="center">Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 17 August 2021 at 2:00 P.M."</p> <p>In line with the imposition of ECQ for the period 06 August 2021 to 20 August 2021, restrictions for travelling will be in place that will make a manual submission on 17 August 2021 very difficult. In addition, the closure of government offices shall make securing the eligibility requirements of the bidders extremely difficult. Request to move the bid submission to a date sometime after complete quarantine restrictions are lifted.</p>	Please refer to Bid Bulletin No. 2 posted in the PhilGEPS/TESDA website.
	2	<p align="center">Technical Component Envelope</p> <p>Due to the ongoing pandemic and difficulty in securing notarized and apostilled documents of foreign entities, will the bidder be allowed to send photocopies of the above apostilled documents during the bid submission.</p> <p>In addition, due to the ongoing pandemic and difficulty in securing notarization in the Philippines, is it possible that the Bidder be allowed to submit photocopies of all documents instead of the originally signed and notarized.</p>	No. Documents to be submitted must be originally signed and notarized. A.M. No. 20-07-04-SC, or the 2020 Interim Rules on Remote Notarization of Paper Documents, provides for the procedure on notarizing paper documents and instruments with handwritten signatures or marks through the use of videoconferencing facilities. Further, IATF Amended Omnibus Guidelines, establishments in logistics service (delivery and courier services; cargo handling; warehousing; trucking; freight forwarding; shipping, port and terminal operators including contractors in port terminals and ancillary services), is allowed to operate, work in full on-site capacity, even during the duration of the ECQ.
IWAVE	3	<p align="center">Annex F Joint Venture Agreement</p> <p>Please confirm that an undertaking to enter into a JVA by the joint venture partners is sufficient compliance in lieu of an executed JVA.</p> <p>In addition, please confirm the following:</p> <ol style="list-style-type: none"> <li>1. Entity indicated in the undertaking as the authorized representative of the joint bidders is authorized to submit the bid on behalf of the joint bidders; and</li> <li>2. The person as indicated as the authorized representative of number 1 shall be authorized to execute, sign and deliver all bidding documents required for and on behalf of the joint bidders.</li> <li>3. That the bidders can use its own draft JVA and not use Annex F; what are the mandatory terms of the JVA required by TESDA.</li> </ol>	Please refer to 6.1.n of the GPPB Resolution No. 16-2020 dated 16 September 2020.

*WSP*  
*Final Ac Receipt*

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IWAVE	4	<p align="center">Schedule of Requirements                      "Forty-five (45) calendar days upon receipt of Notice to Proceed"                      We are of the opinion that delivery of a fully customized software system to TESDA after forty-five (45) days from NTP may be difficult to comply with.                      Please consider at least ninety (90) days from NTP.</p>	To retain the existing provision in the bidding documents which is 45 calendar days upon receipt of the Notice to Proceed because there are existing companies with facial recognition.
FILMETRICS	1	<p align="center">Technical Specifications, Page No. 35                      What type of report or file will be generated on post-proceeding?                      Who will be the recipient of this report?</p>	<p>TESDA expects reports to be downloadable in "any format" which can be viewed using Microsoft Office Applications, and Portable Document Format (PDF).</p>
FILMETRICS	2	<p align="center">Technical Specifications, Page No. 35                      Can we have examples of the output analytics and copy of Excel-based reports?                      What report formats are expected to be generated?                      Are the reports uniform across all users/parties?</p>	<p align="center">There are four end-users of the system:                      1. Scholar/applicant                      2. Authorized TESDA employees (Central Office/Regional Office/Provincial Office/District Office)                      3. Authorized TVET providers (both public and private)                      4. Trainers</p>
	3	<p align="center">Technical Specifications, Page No. 35                      How long should instructional videos be?</p>	It is suggested that instructional videos should not be more than 10 minutes each. One video should only cover one specific procedure (e.g. one video to instruct users how to register, while another video can be dedicated for attendance management).
	4	<p align="center">Technical Specifications, Page No. 35 (Instructor Qualification)                      How the existing qualification process are being handled?</p>	<p align="center">Qualified instructors are certified by TESDA. The list shall be provided to the winning bidder and this shall be uploaded to the system.                      There are internal rules in TESDA, not part of the system being procured.</p>
	5	<p align="center">Will it be developed as part of the system functionality?</p>	Not part of the system being procured.
	6	<p align="center">Can the instructor join more than one device?</p>	The instructor can be allowed to join more than one device as long as it is the same class. An instructor cannot start a different class when he is in an ongoing class.
	7	<p align="center">Technical Specifications, Page No. 41, Item 3.6.                      May we know the expectation if session timeout will be invoked in the system? Does the system also need to port the form data to new session after the current session expires?</p>	<p>There are many ways for which Section VII, Item 3.6. can be implemented. TESDA does not recommend whether a new session is created with the saved data, or if a cookie was created within a specific time from which a session can be reestablished.                      TESDA expects that session timeout for 10 minutes of inactivity.</p>

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**Inquiry/Clarification of Prospective Bidders for the Supply, Delivery, Installation, Configuration of and Training of Biometric-Enabled Scholarship Registration Management System**

PROSPECTIVE BIDDER	NO.	INQUIRY/CLARIFICATION	BAC RESPONSE
FILMETRICS	8	<p>Technical Specifications Page No 49 Item 6.0 Do you have any requirements where the training/s will be held? Expected number of end-users and technical personnel to be trained?</p>	<p>Trainings to be held should be a combination of: 1. Online training 2. On-site trainings for selected TESDA employees at TESDA Main Office in West Bicutan, Taguig City, NCR.  Expected number of end-users and technical personnel to be trained = 640 pax</p>
	9	<p>Are there any limitations or other restrictions on third party products or libraries that the Vendor/Bidder chooses to employ?</p>	<p>The following limitations apply:  1. Libraries, compiled or not, used by the core BSRS system should be provided to TESDA with a perpetual license. 2. The Operating System Included in the BSRS should be provided to TESDA with perpetual license. 3. Licenses and maintenance for third party Commercial Off-the-Shelf (COTS) Software such as the online facial recognition API (if there are any), should be provided to TESDA licensed for the next 24 months. Please refer to Section VII, Item 2.11 (Page 38) of the bid documents.</p>
FILMETRICS	10	<p>Estimated number of users in three years (to get the transaction volume translated to server)</p>	<p>Approximately 1.6M</p>
	11	<p>Are the users located in one central location or multiple location?  How many expected transactions do you have daily/ monthly?</p>	<p>Multiple.  There are four end-users of the system: 1. Scholar/applicants 2. Authorized TESDA employees (Central Office/Regional Office/Provincial Office/District Office) 3. Authorized TVET providers (both public and private) 4. Trainers</p>
FILMETRICS	12	<p>SLCC- May we request that the SLCC definition be changed into Software Development? and be extended into at least 10 years project?  "If a contract with a the client signed by A alone was undertaken by the contractual joint venture of A and B using the facility that was co-developed by the said joint venture partners under and by virtue of their joint venture agreement whereby it was stipulated that A shall be the contracting party with clients for all joint venture projects, can B be equally credited with the track record and credit for the said contract for purposes of determining B's single largest completed contract (SLCC) in relation to this project?"</p>	<p>Please refer to BAC Response to Ascent Solutions Philippines, Inc. Item #4</p>
	13	<p>What's the expected number of simultaneous user doing registration in mobile and web? expected number daily registration?</p>	<p>approximately 622,000 users.</p>

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**Inquiry/Clarification of Prospective Bidders for the Supply, Delivery, Installation, Configuration of and Training of Biometric-Enabled Scholarship Registration Management System**

PROSPECTIVE BIDDER	NO.	INQUIRY/CLARIFICATION	BAC RESPONSE
	14	Is Certification issued by the Company Auditor that the audit is ongoing and acceptable in the absence of AFS 2020?	No.
	15	Off site development allowed?	Yes.
	16	Tesda will provide Dev, UAT and Prod environment?	No.
FILMETRICS	17	Software development Preferred Platform to use? .net , java etc? Software development Preferred Platform to use? .net , java etc?	There is no preferred software platform for the application.
	18	Is the system going to be deployed on TESDA premise?	No.
	19	System will retain min of 5 years, is the system automatically deletes these records after min period?	No. The system should not automatically delete records. The records can be archived externally through an appropriate archiving device. Data to be deleted need to be approved by a TESDA officer.
	20	Self-registration or assisted? In page 34. Liveness detection is required however address is presented to Tesda investigating officer.	Both. Liveness detection is required.
	21	Will there be a Data migration of existing database? What is the size of the database? Is it included in the project duration?	There shall be no migration of existing T2MIS data, to BSRS. However, BSRS should be able to communicate to T2MIS' database via an API (please refer to Section VII, Item 3.17).
FILMETRICS	22	How many years required for web hosting license? 2 years? Until duration of warranty?	To clarify Section VII, Item 2.1, the procuring entity shall provide the web hosting solution along with all perimeter defense licensee.
	23	What database will be used? Section 2.1.2 redundancy refers to active backup? Incremental?	There is no preference on what database to be used nor the proper back-up mechanism.
	24	1:N Face comparison will be done inline during registration or post checking via back end system? Current DB size 3M? Was there any facial matching done to build the database? what was the standard used to photo?	Yes. It will be done by the back end system  There is no expected DB size. It will depend on the compression technique of the winning bidder  None. Facial Recognition will be done upon registration of the applicant/scholar  Facial recognition engine is compliant with the Common Biometrics Exchange Format Framework (CBEFF) codified in ISO/IEC 19785 and BioAPI 2.0 (ISO/IEC 19784).

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**Inquiry/Clarification of Prospective Bidders for the Supply, Delivery, Installation, Configuration of and Training of Biometric-Enabled Scholarship Registration Management System**

PROSPECTIVE BIDDER	NO.	INQUIRY/CLARIFICATION	BAC RESPONSE
FILMETRICS	25	What the min compatibility OS version and resolution size for the tablet /mobile.	Minimum OS version are Android OS 6.0 Marshmallow and IOS 10. As per Section VII, Item 2.3.1, The system shall function with any camera that is at least HD 720P.
	26	SSL certificate? how many years	The SSL Certificate shall be provided by TESDA (please refer to Section VII, Item 2.1.4).
	27	Due to ongoing Enhanced Community Quarantine in National Capital Region may we request to extend/postpone the submission of bid ?	Refer to Supplemental Bid Bulletin No. 2 in the PhilGEPS/TESDA websites.
	28	Can the Delivery Schedule be changed into 60 days or longer?	45 CDs

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**REVISED ANNEX B**

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

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

Contracting Party	Name of Contract	Date and Status of the Contract	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Purchase Order Number/s or Date of Contract/s

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

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

*Handwritten notes:*  
 1/20/20  
 2/20/20  
 3/20/20

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

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

Contracting Party	Name of Contract	Date of the Contract	Kind of Goods	Amount of Contract	Date of Delivery	Please submit any of the following attachment: a. Copy of End User's Acceptance; <u>OR</u> b. Copy of Official Receipt/s; <u>OR</u> c. Copy of Sales Invoice with Collection Receipt/s

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\* Instructions:**

a) *Cut-off date as of:*

(i) *Up to the day before the deadline of submission of bids.*

b) *In the column under "Dates" indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.*

c) *"Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.*

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**Bid Securing Declaration Form**

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

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

To: *[Insert name and address of the Procuring Entity]*

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

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

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

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

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

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

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

*Handwritten signatures and initials in the bottom right corner.*

**OMNIBUS SWORN STATEMENT (REVISED)**

[shall be submitted with the Bid]

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information

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provided therein are true and correct;

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

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

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

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

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

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

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services.**

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**to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**  
***[Format shall be based on the latest Rules on Notarial Practice]***

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

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

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

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

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**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

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

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

- and -

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

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the "Parties")

**WITNESSETH: That**

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

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

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

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**ARTICLE I  
ORGANIZATION OF THE JOINT VENTURE**

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

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

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

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

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

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

**ARTICLE II  
PURPOSE**

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

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

*Handwritten signatures and initials:*  
[Signature] [Signature]  
[Initials]

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

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

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution — The Parties shall contribute the amount of \_\_\_\_\_ (Php \_\_\_\_\_) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P .00
B.	-	<u>P .00</u>
TOTAL		P .00

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

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

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

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

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**ARTICLE V  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

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ACKNOWLEDGMENT

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

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

Name ID Name, Number and Validity Date

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

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

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

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

Note:

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

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

*Very good*

**Bid Form for the Procurement of Goods**

*[shall be submitted with the Bid]*

**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None" )

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

*[Handwritten signature]*  
100%

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

*Handwritten initials/signatures:*  
Two sets of handwritten marks, possibly initials or signatures, located in the bottom right corner of the page.

**REVISED ANNEX H**

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

*Handwritten signatures and initials*

**REVISED ANNEX I**

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

*Handwritten signature*