



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

Procurement of Subscription to Cloud Services with Premium Support for the Existing Biometric- Enabled Scholarship Registration System (BSRS)

TESDA-CO-2024-012

**Sixth Edition
July 2024**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR THE PROCUREMENT OF SUBSCRIPTION TO CLOUD SERVICES WITH PREMIUM SUPPORT FOR THE EXISTING BIOMETRIC-ENABLED SCHOLARSHIP REGISTRATION SYSTEM (BSRS)

1. The **Technical Education and Skills Development Authority (TESDA)**, through the **General Appropriations Act (GAA) CY 2024** intends to apply the sum of Ten Million Three Hundred Seventy-Three Thousand Pesos Only (**₱10,373,000.00**) being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Subscription to Cloud Services with Premium Support for the Existing Biometric-Enabled Scholarship Registration System (BSRS)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **TESDA** now invites bids for the above Procurement Project Delivery of the Goods is six (6) months upon receipt of the winning bidder on the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from TESDA and inspect the Bidding Documents at the address given below during office hours from **8:00 a.m. to 5:00 p.m. starting 23 September 2024**.
5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **23 September 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (₱25,000.00)**.

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

6. The TESDA will hold a Pre-Bid Conference on **01 October 2024 at 2:00 P.M.** at the BAC Conference Room, 5th floor, TESDA Administration Building, Gate 1, TESDA Complex, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City which shall be open to prospective bidders.

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

Prospective bidders are advised to send an e-mail request to the BAC Secretariat at bacsecretariat@tesda.gov.ph **NOT LATER THAN 30 SEPTEMBER 2024, 5:00 P.M.**, together with the following details:


- a. Name of Project
 - b. Bid Reference
 - c. Activity
 - d. Company Name
 - e. Address
 - f. Name of Representative [maximum of one (1) representative]
 - g. Contact Number
 - h. Scanned Proof of Identity of the Representative
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **15 October 2024 at 9:00 A.M.** Online submission is not yet available. Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 9. Bid opening shall be on **15 October 2024 at 10:00 A.M.**, at the Gabriela Silang Room, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For the Opening of Bids, bidders are required to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who prepared the documents for the bidder. The bidders' representative shall response to the queries during the meeting if ever there will be relative the document/s of the bidder.

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

Ms. ARCADIA CRESELDA P. BALINAS
Head, BAC Secretariat
3rd Floor, Procurement Division
TESDA Administration Building
East Service Road, South Luzon Expressway (SLEX)
Fort Bonifacio, Taguig City 1630
Telefax: (02) 8893-8296
E-mail: bacsecretariat@tesda.gov.ph
12. You may visit <https://www.tesda.gov.ph/About/TESDA/27868> for downloading of Bidding Documents.

Date of Issue: 21 September 2024



VIDAL D. VILLANUEVA III
BAC Chairperson/
Deputy Director General
TESD Operations

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **TESDA** wishes to receive Bids for the **Procurement of Subscription to Cloud Services with Premium Support for the Existing Biometric-Enabled Scholarship Registration System (BSRS)** with identification number **TESDA-CO-2024-012**.

The Procurement Project (referred to herein as “Project”) is for one (1) item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding for the **Procurement of Subscription to Cloud Services with Premium Support for the Existing Biometric-Enabled Scholarship Registration System (BSRS) FY 2024 General Appropriations Act** in the amount of **Ten Million Three Hundred Seventy-Three-Thousand Pesos Only (₱10,373,000.00)**.

2.2. The source of funding is the General Appropriations Act FY 2024.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership is not allowed to participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC of each lot.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **01 October 2024 at 2:00 p.m.** at the **BAC Conference Room, 5th floor, TESDA Administration Building, Gate 1, TESDA Complex, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **12 February 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder

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

shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

As for the sealing and marking of the envelopes, the Bidder may use the following guides:

- Bidders shall enclose their original eligibility and technical documents described in ITB Clause 10 and 11 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. – TECHNICAL COMPONENT" and "COPY NO. — FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- The original and the number of copies of the Bid as indicated in the Bid Data Sheet (BDS) shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- All envelopes shall:
 - contain the name of the contract to be bid in capital letters;
 - bear the name and address of the Bidder in capital letters;
 - be addressed to the Procuring Entity's BAC;
 - bear the specific identification of this bidding process indicated in the ITB Clause 1; and
 - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with Paragraph 7 of the Invitation to Bid.
- The failure of the bidder to use the abovementioned guides in the sealing and marking of the envelopes shall not be grounds for disqualification.
- In the final packaging of the bid, each bidder must submit one (1) copy of the first and second components of its Bid. The Procuring Entity requests two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

The duplicates - copies 1 and 2 - must include the same documents as that of the original set of documents. However, if a bidder opts to submit cash as its bid security, copies 1 and 2 need not contain photocopies of the same.

BIDDER: **ORIGINAL BID**
 BIDDER'S NAME
 BIDDER'S ADDRESS

____PROCUREMENT PROJECT TITLE____
 ____BIDDING REFERENCE NUMBER____

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 East Service Road, South Luzon Expressway
 Fort Bonifacio, Taguig City, 1630

BIDDER: **COPY NO. 1**
 BIDDER'S NAME
 BIDDER'S ADDRESS

____PROCUREMENT PROJECT TITLE____
 ____BIDDING REFERENCE NUMBER____

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 East Service Road, South Luzon Expressway
 Fort Bonifacio, Taguig City, 1630

BIDDER: **ORIGINAL – TECHNICAL COMPONENT**
 BIDDER'S NAME
 BIDDER'S ADDRESS

____PROCUREMENT PROJECT TITLE____
 ____BIDDING REFERENCE NUMBER____

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 East Service Road, South Luzon Expressway
 Fort Bonifacio, Taguig City, 1630

BIDDER: **COPY NO. 1 – TECHNICAL COMPONENT**
 BIDDER'S NAME
 BIDDER'S ADDRESS

____PROCUREMENT PROJECT TITLE____
 ____BIDDING REFERENCE NUMBER____

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 East Service Road, South Luzon Expressway
 Fort Bonifacio, Taguig City, 1630

BIDDER: **ORIGINAL – FINANCIAL COMPONENT**
 BIDDER'S NAME
 BIDDER'S ADDRESS

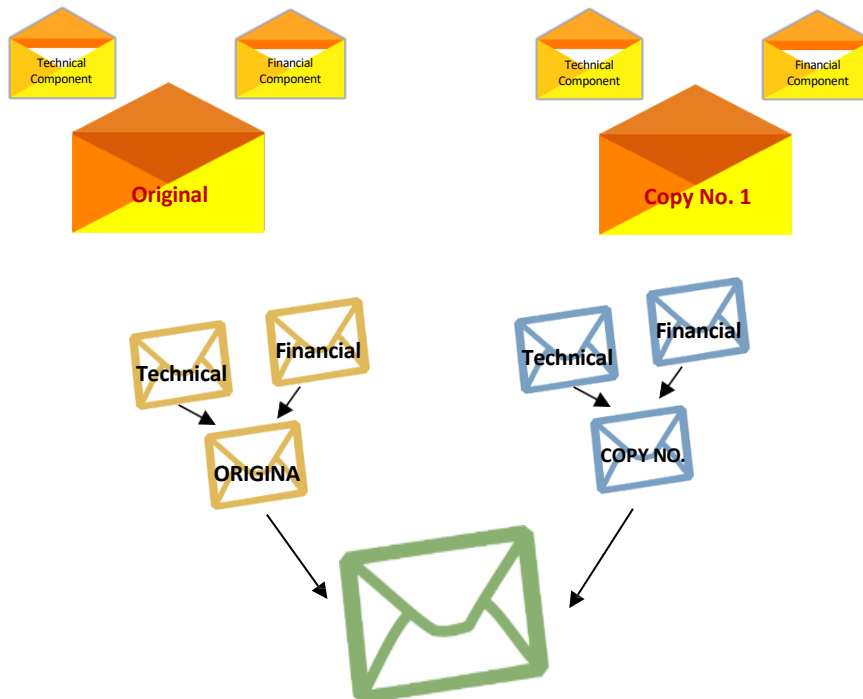
____PROCUREMENT PROJECT TITLE____
 ____BIDDING REFERENCE NUMBER____

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 East Service Road, South Luzon Expressway
 Fort Bonifacio, Taguig City, 1630

BIDDER: **COPY NO. 1 – FINANCIAL COMPONENT**
 BIDDER'S NAME
 BIDDER'S ADDRESS

____PROCUREMENT PROJECT TITLE____
 ____BIDDING REFERENCE NUMBER____

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
 East Service Road, South Luzon Expressway
 Fort Bonifacio, Taguig City, 1630



16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as one (1) Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. any contract on cloud hosting service, and must be at least equivalent to fifty percent (50%) of the ABC; and b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 								
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.								
11.4	Not applicable.								
12.1 (b)	The price of the Goods shall be quoted DDP in the Philippines.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Title</th> <th style="text-align: center;">Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2%)</th> <th style="text-align: center;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Procurement of Subscription to Cloud Services With Premium Support For The Existing Biometric-Enabled Scholarship Registration System (BSRS)</td> <td style="text-align: center;">Php 207,460.00</td> <td style="text-align: center;">Php 518,650.00</td> </tr> </tbody> </table>	Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	1	Procurement of Subscription to Cloud Services With Premium Support For The Existing Biometric-Enabled Scholarship Registration System (BSRS)	Php 207,460.00	Php 518,650.00
Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)						
1	Procurement of Subscription to Cloud Services With Premium Support For The Existing Biometric-Enabled Scholarship Registration System (BSRS)	Php 207,460.00	Php 518,650.00						
15	<p>Each Bidder shall submit one copy of the first and second components of its Bid.</p> <p>The Procuring Entity requests two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> <p>The duplicates – copies 1 and 2 – must include the same documents as that of the original set of documents. However, if a bidder opts to submit cash as its bid security, copies of 1 and 2 need not contain photocopies of the same.</p>								
19.3	The Project will be awarded as one (1) Project for Procurement of Subscription to Cloud Services With Premium Support For The Existing Biometric-Enabled Scholarship Registration System (BSRS).								

ITB Clause	
20.1	<ul style="list-style-type: none"> • Proof of ongoing/outstanding contract/s as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed. • Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A"). • Submission of pieces of evidence such as but not limited to manufacturers or distributors 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. All samples to be submitted should comply with the agency's technical specifications and performance levels, where applicable. * • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS). * • Either of the following: <ul style="list-style-type: none"> a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months prior to the submission and opening of bids as filed thru eFPS; or b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months prior to the submission and opening of bids as filed thru eFPS. * Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005. • A valid and updated PhilGEPS Certificate of Registration (Platinum Membership), as well as an updated list of eligibility documents as specified in Annex "A" of said Certificate of Registration. If the said Certificate of Registration is no longer valid during the post-qualification, the bidder must submit an updated one. • For verification purposes, the documents listed in Annex "A" of the PhilGEPS Certificate of Registration (Platinum Membership) must be submitted.

ITB Clause	
	<ul style="list-style-type: none"> • Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original. • The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.
21.2	No additional requirement.

(Bidder's Client's Company Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that (NAME OF BIDDER) has provided our company/ agency with Name of Product/s. Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with (NAME OF BIDDER) *participation* for the **Procurement of Subscription to Cloud Services With Premium Support For The Existing Biometric-Enabled Scholarship Registration System (BSRS)** Issued this _____ day of _____ in _____, Philippines.

Name of Company (Bidder's Client)

Signature over Printed Name of Authorized Representative

Address

E-mail Address

Tel./Fax No.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad]</i> “The delivery terms applicable to the Contract are DDP delivered in the Philippines.</p> <p><i>[For Goods supplied from within the Philippines]</i> “The delivery terms applicable to this Contract are delivered as specified in Section VI. Schedule of Requirements, specifically in TESDA Central Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the TESDA Central Office.</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of 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; e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods, as applicable;

GCC Clause	
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts – Not available.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

GCC Clause	
	<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 Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p>Regular and Recurring Services –</p> <p>The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> 1. The winning Bidder shall be paid monthly upon the issuance of their billing. 2. Payment to the winning Bidder will be conducted monthly within ten (10) working days after the Procuring Entity received the statement of account for the month during which the service was provided.
3	<p>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.</p>
4	<p>The inspections and tests that will be conducted is: Inspection of the account once activated.</p>

Section VI. Schedule of Requirements

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

Lot No.	Description	Quantity	Delivery Period
1	Procurement of Subscription to Cloud Services With Premium Support For The Existing Biometric-Enabled Scholarship Registration System (BSRS)	1	The subscription begins upon receipt of the Notice to Proceed (NTP) for six (6) months

I. Cloud Service Provider (CSP) Qualifications

1. Must be under the globally recognized security assurance frameworks and certifications.
2. Must have an established local zone within the Philippines.

II. Vendor Qualifications

1. Must be at least an authorized entity or its equivalent of the CSP.
2. Must be a solutions provider for the public sector for cloud.
3. Must have at least seven (7) years of experience as a cloud service reseller. Must have a certificate from the CSP stating the date of membership to prove the same.
4. Must have at least four (4) Associate Solutions Architect for the proposed cloud platform. Must attach a valid certificate from their Human Resource (HR) and from the CSP proving the same and must be on the payroll of the bidders.
5. Must have at least four (4) Cloud Practitioners. Must attach a valid certificate from their HR and from the CSP proving the same and must be on the payroll of the bidders.
6. Must have at least five (5) completed projects within the last two (2) years from the date of submission of bids. As proof, the bidder must have a certificate of completion or its equivalent.

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

**Name of
Company/Bidder**

**Signature over Printed Name of
Authorized Representative**

Date

Section VII. Technical Specifications

Technical Specifications

NAME OF THE PROJECT : Cloud Infrastructure as a Service Subscription with Premium Support

QUANTITY : 1 Lot

APPROVED BUDGET FOR THE CONTACT : Ten Million Three Hundred Seventy-Three Thousand Pesos Only (PhP 10,373,000.00)

Description	Bidder's Statement of Compliance
I. The IaaS must work harmoniously with the TESDA-specified applications with the following specifications and features:	
1. The account ownership of cloud instances and related services shall belong to TESDA. Necessary access rights may be given to third-party vendors) to perform needed services, but must retain the ability to revoke said rights at any given time from the root account;	
2. Must provide a billing account to TESDA;	
3. Shall provide an interactive Graphical User Interface (GUI) with two-Factor authentication that allows users to manage all hosting services instantly;	
4. In case TESDA requires migration of resources, the migration of workload, apps, and databases from the cloud platform, which is the current CSP, to another CSP must have minimal downtime, at no cost on the part of the Agency and in compliance with the Service Level Agreement (SLA) provided in Section VIII of this Terms of Reference (TOR): Service Level Agreement. This is to ensure the continuity of business operations of TESDA and its clients;	
5. Shall have the capability to deploy a 'High Availability and Multi-Zone Disaster Recovery-Enabled' solution across multiple data centers in a given country within the Association of Southeast Asian Nations (ASEAN). This capability will prevent single points of failure due to all forms of natural disasters. This capability to deploy across multiple sites shall be made available through a self-service portal with a GUI;	
6. Must have the ability to provide a managed relational database service that can integrate with the chosen database engines (MySQL, MariaDB, PostgreSQL, Oracle, and SQL Server). This managed relational database will allow TESDA's cloud administrators to optimize their time by outsourcing the OS patching and high availability failover;	
7. Must provide a self-service portal. The self-service portal is a GUI accessible over the web that allows cloud administrators and users to conveniently access, provide, modify, and automate cloud-based resources (compute, storage, and networking resources);	

Description	Bidder's Statement of Compliance
8. Must provide a dashboard for cloud administrators. The dashboard shall provide an overall view of the size and status of the cloud environment;	
<p>9. Must provide performance monitoring features for processor and network utilization;</p> <p>9.1 The performance monitoring component shall provide tools and means to actively capture performance-related information of cloud environment services or resources.</p> <p>9.2. Furthermore, the performance monitoring tool must have the ability to send email notifications to administrators based on threshold alarms which can be customized by the administrator.</p> <p>9.3. The performance monitoring components shall capture the initial performance baseline which can be used to analyze the performance variation in the services.</p> <p>9.4. The performance metrics collected shall be made available to TESDA via the self-service portal. The performance metrics shall be presented in a clear and concise manner with appropriate visualization.</p>	
<p>10. Isolated Private Network and Private Cloud Options;</p> <p>10.1 All cloud instances and services must be hosted within an isolated private network or virtual private cloud that can support up to at least 20TB per month of data transfer out from the cloud.</p> <p>10.2. Furthermore, should TESDA decide that there is a need for a dedicated virtual machine, the CSP must have the ability/option to provide dedicated virtual machines and hosts.</p>	
11. Must provide built-in audit logging features that capture all Applicable Programming Interface (API) requests/changes to the infrastructure for audit purposes. The customer will have the ability to determine the retention length for these audit logs;	
12. Must provide a template-based service that makes deployment simpler, more orderly, and predictable instead of deploying each element of an application. This service must allow TESDA and the contractor to input and save the infrastructure setup, either piecemeal or as a whole, to redeploy the full service in the event of error;	
13. Must have a local zone in the Philippines to be able to host 'Above Sensitive Data Classification' as mandated in the Philippine Government's Cloud First Policy;	

Description								Bidder's Statement of Compliance
14. Must be able to provide at least the following cloud infrastructure requirements/services as specified below:								
Infrastructure Requirements								
Service Type	QTY	vCPU	Memory (GB)	EBS Storage (GB)	Total vCPU	Total Memory (GB)	Total Storage (GB)	
Virtual Machine Instances	10	2	4	50	20	40	500	
	16	8	16	50	128	256	800	
Relational Database Service	2	4	32	1,000	8	64	2,000	
	10	8	64	1,000	80	640	10,000	
Network File System	-	-	-	-	-	-	200	
Cloud Storage	2	-	-	-	-	-	20,000	
Memocache	5	8	26	-	40	130	-	
Network Transfer Requirements								
Data Transfer			50TB per month					
II. Service Level Agreement (SLA)								
SLAs and corresponding financial credits for each service of the project will be used as references.								
Networking, Compute and Database Services								
Less than 99.99% but equal to or greater than 99.0%				10%				
Less than 99.0% but equal to or greater than 95.0%				30%				
Less than 95.0%				100%				
Storage Devices								
Less than 99.99% but equal to or greater than 99.0%				10%				
Less than 99.0% but equal to or greater than 95.0%				25%				
Less than 95.0%				100%				
III. Maintenance and Support Inclusive to the Subscription								
The CSP must provide:								
1. The contact information of the assigned personnel for quick assistance and support during the subscription period;								
2. Support and problem escalation procedures;								

Description	Bidder's Statement of Compliance								
<p>3. Resolutions for possible problems and the maximum response time for these resolutions based on the severity level of the reported support request, as specified in the matrix below:</p> <table border="1" data-bbox="97 416 1091 712"> <thead> <tr> <th data-bbox="97 416 616 600">Severity Level</th> <th data-bbox="616 416 1091 600">Maximum Response Time (from the time the problem is determined during the response time to the time of resolution)</th> </tr> </thead> <tbody> <tr> <td data-bbox="97 600 616 636">High/Critical Down Production</td> <td data-bbox="616 600 1091 636">One (1) Hour</td> </tr> <tr> <td data-bbox="97 636 616 672">Medium/Normal System Impaired</td> <td data-bbox="616 636 1091 672">Twelve (12) Hours</td> </tr> <tr> <td data-bbox="97 672 616 712">Low General Guidance</td> <td data-bbox="616 672 1091 712">Twenty-Four (24) Hours</td> </tr> </tbody> </table>	Severity Level	Maximum Response Time (from the time the problem is determined during the response time to the time of resolution)	High/Critical Down Production	One (1) Hour	Medium/Normal System Impaired	Twelve (12) Hours	Low General Guidance	Twenty-Four (24) Hours	
Severity Level	Maximum Response Time (from the time the problem is determined during the response time to the time of resolution)								
High/Critical Down Production	One (1) Hour								
Medium/Normal System Impaired	Twelve (12) Hours								
Low General Guidance	Twenty-Four (24) Hours								
4. Cloud architecture consultancy services; and									
<p>5. At no additional cost, the following inclusions as part of the business-level support service:</p> <p>a. 24/7 access to Cloud Support Engineers via email, chat, and phone.</p>									
IV. Training									
1. The vendor must provide cloud training, related to the technology of the CSP, learning path for five (5) nominated technical personnel resources IT group of ICTO.									
2. The training shall be conducted within five (5) calendar days upon receipt of the date of Notice to Proceed (NTP)-									
3. The hands-on training shall be conducted within the TESDA premises with no additional cost to the Agency.									
4. The learning courses must be certified by the CSP.									
5. The learning courses must be delivered by the vendor or its affiliated training partner.									
6. Additional learning paths for TESDA must include courses for the management and administration of the platform, which may be delivered in an asynchronous format. The learning path must be specific for each operations role/job function that leans on equipping the ICTO with the knowledge on implementing, managing, and monitoring the organization's cloud environment, including virtual networks, storage, compute, identity, security, and governance.									
V. Confidentiality Obligations									
1. The CSP and vendor, as recipients of confidential information, shall have an obligation to receive and hold the confidential information and to protect and safeguard such information against unauthorized use or disclosure using at least the same degree of care as it accords to its confidential information of like importance, but in no case less than reasonable care. Without limiting the generality of the foregoing, the CSP and vendor shall have further obligations:									

Description	Bidder's Statement of Compliance
<p>1.1 Not to, directly or indirectly, in any way, disclose, make accessible, reveal, report, publish, disseminate or transfer any confidential information to any third party;</p> <p>1.2 Not to use the confidential information in any manner contrary to the purposes of which the other Party disclosed them;</p> <p>1.3 To restrict access to confidential information to those persons with a legitimate need-to-know to carry out the services and who are obligated to protect such confidential information pursuant to applicable rules, terms, and conditions; and</p> <p>1.4 Not to reproduce or copy confidential information except to the extent necessary to deliver the services.</p>	
<p>2. Affiliate's Breach of Confidentiality</p> <p>2.1 Any business negotiations, discussions, or agreements in progress between the vendor and TESDA shall be kept confidential. The vendor shall not disclose them without the written approval of TESDA.</p> <p>2.2 The vendor shall be liable for any failure of its employees, officers, directors, and/or subsidiaries/affiliates' representatives to abide by the provisions of this TOR as if such failure was the act of omission of such Party.</p>	
<p>3. Rights</p> <p>3.1 Confidential information disclosed to the vendor and CSP shall remain the property of TESDA, and no license or other rights to such confidential information is granted or implied hereby.</p>	
<p>4. Breach of Confidentiality</p> <p>4.1 In case of breach by the vendor or CSP of these provisions on confidentiality, TESDA shall be entitled to avail of legal remedies available to the non-breaching Party, including, but not limited to, remuneration and termination of this TOR and its supporting documents.</p>	
VII. Data Sovereignty	
<p>1. TESDA, subject to conditions prescribed by the law of the Republic of the Philippines regarding content residency and sovereignty laws, retains control and ownership of its data stored or processed during the subscription period to the CSP's data centers through the vendor.</p>	
<p>2. Content stored on the cloud is the property of TESDA.</p>	
<p>3. The vendor and CSP must ensure that the contents stored in a</p>	

Description	Bidder's Statement of Compliance
particular region will remain stored in that region and will not be transferred without the knowledge and consent of TESDA, except as extremely necessary to comply with law or a binding order of a government body.	
4. All data created, collected, organized, modified, retrieved, used, consolidated, sourced from, or owned by the Philippine Government, including agencies instrumentalists, or by any national of the Philippines or any entity that has links to the Philippines, which are on the cloud, regardless of location, shall be governed by Philippine laws, policies, rules, and regulations.	
5. The vendor and CSP and other entities engaged in the storage, processing, or transmission of such data shall comply with all applicable Philippine laws, policies, rules, regulations, and issuances to data sovereignty, security, and confidentiality, inclusive of R.A. 10844 (DICT Act), R.A. 10173 (Data Privacy Act), R.A. 10175 (Cybercrime Prevention Act), and their Implementing Rules and Regulations (IRRs).	

* 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 hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature over Printed Name of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; (*Sections VI and VII of the Bidding Documents*) **and**
- (f) 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

- (g) 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

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (i) *[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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

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

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/ies of Contract/s or Purchase Order/s; <u>OR</u> b. Copy/ies of corresponding Sales Invoice/s; <u>OR</u> c. Copy/ies of Official Receipt/Cash Receipt/Collection Receipt; <u>OR</u> d. Certificate of Performance Evaluation

Name and Signature of
Authorized Representative

Date

* Instructions:

a) Cut-off date as of:

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

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

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

Bid Securing Declaration Form

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

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

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

I/We², 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.

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

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 2014 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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

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

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

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

OMNIBUS SWORN STATEMENT (REVISED)

[shall be submitted with the Bid]

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 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, 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.

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

- and -

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

- and -

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

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

WITNESSETH: That

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

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

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

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

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

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

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

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

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

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

**ARTICLE II
PURPOSE**

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

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

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

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

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

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

A.	-	P .00
B.	-	<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.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

Signed in the Presence of:

ACKNOWLEDGMENT

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

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

Name ID Name, Number and Validity Date

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. ____ [date issued], [place issued]
IBP No. __, [date issued], [place issued]

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

Note:

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

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

Bid Form 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 of agent	Amount and Purpose of 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]*.

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: _____

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: _____

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: _____

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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*

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as**

the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

