

LIST OF CONCERNS & QUERIES

Appendix "A"

Prospective Bidder	Provision	Description	Specification	Appeals/Requests	BAC's Decision	For Bid Bulletin Y/N
1 Advance Computing Solutions	1 Section IV. General Conditions of Contract	Joint Venture	SLCC and NFCC	<p>Will a joint venture (JV) be allowed?</p> <p>Specifically, we're looking into a possible JV between our company ACS and another company whose line of business is also similar to ours except that they offer the competitor's products (Microsoft).</p> <p>If ever a JV would be allowed, I also would like to clarify or confirm that only one of the JV partners (not BOTH) may comply with the requirements like SLCC, NFCC, etc..</p> <p>Lastly, about the SLCC, is it possible to redact or obscure some of the customer information to protect confidentiality? We have been seeking permission from our customers if we can submit their contract as SLCC, but so far none has given their permission just yet.</p>	<p>A joint venture between two local companies offering competing products is allowed.</p> <p>Yes on the SLCC/NFCC</p> <p>Yes, as long as the SLCC is a subject of confidentiality. The requirement of the rule is to establish the details of the contract in relation to the date, period, and amount.</p>	N
2 Innove Communications, Inc.	2 Section VII. Technical Specifications	Technical Specifications	Technical Specifications	<p>Would this be a separate Admin Console to your existing Google Workspace for Educ subscription? Will this require a separate Admin Console in addition to our current Google Workspace for Education subscription?</p>	<p>If it's an admin console that DepEd currently has. Then it will use the same admin console. If it's a cloud service that we currently do not use then a new admin console will need to be provided by the winning bidder.</p>	N
Innove Communications, Inc.	3 Section III. Bid Data Sheet	SLCC	SLCC	<p>With respect to the SLCC, may we request confirmation that in view of the confidentiality of our agreement with our end users that the required SLCC is conditioned upon the submission of any of the ff:</p> <ul style="list-style-type: none"> • End User's acceptance • Contract • OR/Sales invoice 	<p>Please refer to Bid Bulletin No. 1</p>	Y
Innove Communications, Inc.	4 Section VII. Technical Specifications	Technical Specifications	Technical Specifications	<p>May we request the inclusion of End-user License Agreement (EULA) in the SCC or in the Contract Agreement in order to activate the service?</p>	<p>Any subsequent contract in relation to the winning bidder's contract must be subjected to legal review. It is necessary that in the event of conflict, the signed Contract Agreement of the winning bidder should prevail against any license agreement.</p>	N
3 GSA Tech Inc.	5 Section IV. General Conditions of Contract	Joint Venture	SLCC	<p>In order to meet the Single Largest Completed Contracts (SLCC) requirements, we are exploring the possibility of forming a joint venture with our Parent Company in Singapore, GSA Private Limited.</p> <p>With this, may we inquire if DepEd will allow a Joint Venture Agreement for this Project.</p>	<p>Yes. A joint venture between a local company and a foreign company is allowed subject to the requirements set forth under the updated 2016 IRR of RA 9184. The bidder's compliance of the rules and regulations concerning JVs is based on the submission of legal, tech and financial docs, regardless of where the parent companies are situated.</p>	N
GSA Tech Inc.	6 Section VII. Technical Specifications	Technical Specifications	Technical Specifications	<p>While the pre-bid conference addressed certain aspects of the Service Level Agreement (SLA), we request to clarify the specific scope. May we ask to define whether the SLA will cover response times for support inquiries or the timeframe for license activation?</p>	<p>The support required for the SLA covers both support inquiries during the lifetime of the contract and the timeframe for license activation.</p>	N
GSA Tech Inc.	7 Section IV. General Conditions of Contract	Joint Venture	SLCC	<p>We are writing to follow up on our previous inquiry about forming a joint venture with GSA Private Limited (Singapore) to meet the Single Largest Completed Contracts (SLCC) requirements for the Department of Education (DepEd) project.</p> <p>If a joint venture is not feasible, we would like to explore the possibility of GSA Private Limited, a foreign company with a PhilGEPs Platinum Membership, participating in the bidding process independently.</p>	<p>Yes. A company based in Singapore may be considered a Foreign Bidder under the updated 2016 IRR of RA 9184, provided that it is deemed to be an entity doing business in the Philippines under applicable rules and jurisprudence.</p>	N
4 Radenta Technologies Inc.	8 Section VI. Schedule of Requirements	B. Contract Duration	The Department of Education Information and Communications Technology Service must be provided access to the Administration portal with the licenses and transaction credits within seven (7) calendar days upon receipt of the Notice to Proceed (NTP)	<p>May we request to change the delivery period to 21 days after the issuance of Notice to Proceed (NTP)? Considering the number of new licenses, there is a possibility that we may face bandwidth challenges during the implementation. We believe that this extension will allow us to avoid issues and meet the required quality standards for the deliverables</p>	<p>No. It may not. The bidder suggests that more than seven (7) days is needed in light of the number of licenses required and "bandwidth challenges". This is not a valid justification for cloud productivity services that operate on a global scale.</p>	N
Radenta Technologies Inc.	9 Section VII. Technical Specifications	Specific Requirements	The Supplier shall provide licenses and support for one million (1,000,000) named user licenses for one year with the following features and functionalities:	<p>May we kindly request more details regarding the scope of the support? Specifically, we would like to know if it includes Helpdesk Support. Additionally, could you clarify whether the support will be provided on an 8x5 or 24x7 basis? Clarifying these details will help the bidders create a more accurate proposal based on your actual needs and requirements.</p>	<p>According to the requirement: "the Supplier shall provide licenses and support for one million (1,000,000) named user licenses for one-year." The support required is 24 x 7 and will require direct support from the cloud productivity service supplier.</p>	Y
Radenta Technologies Inc.	10 Section VII. Technical Specifications	Technical Specifications	Technical Specifications	<p>As part of the process and pricing requirement, may we kindly request for the domain name you plan to use? Having this details would allow the pricing structure to be tailored based on the specific needs and requirements associated with that domain.</p>	<p>The domain name to be used is immaterial to the service to be procured and need not be disclosed to the bidders.</p>	N