



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Visayas Avenue, Diliman, Quezon City
Tel. No.: (02) 8249-3367 | (02) 8248-3367

BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin No.1

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract: P 6,774,570.00

This **Supplemental/Bid Bulletin No.1** is being issued to revise provisions/specifications in the Bidding Documents for the aforementioned project:

Revision to provisions/specifications in the Bidding Documents:	
FROM	TO
SECTION VI. Schedule of Requirements	
Schedule of Requirements	Revised Schedule of Requirements
Terms of Reference as of 20 November 2020	Terms of Reference as of 01 December 2020
SECTION VII. Technical Specifications	
Technical Specifications	Revised Technical Specifications
Procurement of Enterprise Backup Software for the Department of Environment and Natural Resources-Central Office (DENR-CO) per Terms of Reference as of 20 November 2020	Procurement of Enterprise Backup Software for the Department of Environment and Natural Resources-Central Office (DENR-CO) per Terms of Reference as of 01 December 2020

Bidders are advised to use the following attached forms and submit together with all the other required documents for the submission of bids on **14 December 2020, 10:00 AM**:

1. Section VI. Schedule of Requirements-**Terms of Reference as of 01 December 2020**; and
2. Section VII. **Revised Technical Specifications**

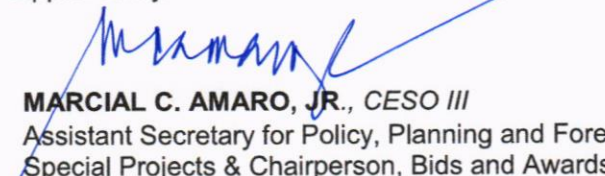
Also please use the **Revised Checklist of Technical and Financial Documents** as a guide/reference.

This Supplemental/Bid Bulletin No. 1 shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 7th day of December 2020 in Quezon City.

Approved by:


MARCIAL C. AMARO, JR., CESO III
Assistant Secretary for Policy, Planning and Foreign Assisted and
Special Projects & Chairperson, Bids and Awards Committee

Received by:	
_____ (SIGNATURE OVER PRINTED NAME & DATE)	_____ NAME OF COMPANY
(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE DENR BAC OFFICE @ 8926-2675)	



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Visayas Avenue, Diliman, Quezon City
Tel. No.: (02) 8249-3367 | (02) 8248-3367

BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin No.1

PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2020-040

Approved Budget for the Contract: P 6,774,570.00

This **Supplemental/Bid Bulletin No.1** is being issued to revise provisions/specifications in the Bidding Documents for the aforementioned project:

Revision to provisions/specifications in the Bidding Documents:	
FROM	TO
SECTION VI. Schedule of Requirements	
Schedule of Requirements	Revised Schedule of Requirements
Terms of Reference as of 20 November 2020	Terms of Reference as of 01 December 2020
SECTION VII. Technical Specifications	
Technical Specifications	Revised Technical Specifications
Procurement of Enterprise Backup Software for the Department of Environment and Natural Resources-Central Office (DENR-CO) per Terms of Reference as of 20 November 2020	Procurement of Enterprise Backup Software for the Department of Environment and Natural Resources-Central Office (DENR-CO) per Terms of Reference as of 01 December 2020

Bidders are advised to use the following attached forms and submit together with all the other required documents for the submission of bids on **14 December 2020, 10:00 AM**:

1. Section VI. Schedule of Requirements-**Terms of Reference as of 01 December 2020**; and
2. Section VII. **Revised Technical Specifications**

Also please use the **Revised Checklist of Technical and Financial Documents** as a guide/reference.

This Supplemental/Bid Bulletin No. 1 shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 7th day of December 2020 in Quezon City.

Approved by:


MARCIAL C. AMARO, JR., CESO III

Assistant Secretary for Policy, Planning and Foreign Assisted and Special Projects & Chairperson, Bids and Awards Committee

81

Received by:

(SIGNATURE OVER PRINTED NAME & DATE)

NAME OF COMPANY

(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE DENR BAC OFFICE @ 8926-2675)

Section VI
Revised Schedule of Requirements

Instruction to Bidders: Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".

I. TERMS OF REFERENCE as of 01 DECEMBER 2020



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman Quezon City, 1100
Tel. Nos. (632) 929-66-26 ; (632) 929-62-52
929-66-20 ; 929-66-33 to 35
929-70-41 to 43

TERMS OF REFERENCE
As of 1 December 2020

Procurement of Enterprise Backup Software for Department of Environment and Natural Resources-Central Office (DENR-CO)

I. Rationale

When an unforeseen event takes place and brings day-to-day operations to a halt, an agency needs to recover as quickly as possible and continue to provide services to its clients and stakeholders. From data security breaches to natural disasters, there must be a plan in place in case of a catastrophe (hardware failure, accidental deletion, and malware). Not having a disaster recovery plan in place can put the agency at risk of high financial costs, reputation loss and even greater risks for its clients and stakeholders.

Most agency cannot afford unplanned and prolonged downtime and need to be able to recover from an unforeseen emergency as quickly as possible. In order to avoid bigger dangers and bigger threats of data loss, it is important for the agency to choose the right data recovery and backup strategies. The prevention methods and efficient backup disaster recovery strategies will definitely save the agency from bigger problems in the future.

DENR is deemed it necessary to acquire and implement a Back Up and Disaster Recovery solution to mitigate data loss, minimize downtime, remain compliant and ensure client/stakeholder records are safe and protected through the right data recovery and backup strategies/software.

II. Approve Budget of the Contract

The total ABC for the project is **PhP6,774,570.00** inclusive of all applicable government taxes and service charges.

III. Scope of Work

A. Supply, Delivery, Installation and Testing of thirty-three (33) agent-based Enterprise Backup Software for DENR on-premise and cloud servers. Installation of Web management console and licenses.

B. One (1) year Premium Support with Software maintenance and Health Check of the Enterprise Backup Software.

C. Training for centralized management of the Enterprise Backup Software.

IV. Bidder's Qualification

A. Bidders must have at least five (5) years' in the business and has an experience in deploying and maintaining their Backup Software Product and should provide proof

accompanied Certificate of Completion by correspondence from referees indicating that such project was executed as well as their contactable references.

- B. Bidders should submit a manufacturer's certification from Product's Principal supplier that the bidder is an authorized partner in the Philippines.
- C. Bidders must have available Service Engineer/Technician with Certificate of Training for the equipment offered from the manufacturer.
- D. Bidders must have the capacity and ability to provide maintenance services and technical support.

V. Project Requirements

A. Backup Software Specification

- 1. Perpetual Software License with one (1) year maintenance.

Note: The winning bidder shall submit a software license certificate in favor of the DENR as proof of ownership of the licenses.

- 2. Scalable for large enterprise deployment sizes, as well as no limit on file size and document count.
- 3. Base on end-user-server architecture, where the end-user component is installed at the endpoint, and the server component is used for application administration and manages the backup storage.
- 4. Supports for major cloud service providers like Amazon, Microsoft and Google to name a few.
- 5. Managed through web-based Graphical User Interface (GUI) allow remote connection through mobile devices.
- 6. Dashboard feature for administrators to view statistics including, but not limited to:
 - a) Failed backups
 - b) Successful backup
 - c) Device backup/restore failure details
 - d) Device backup/restore success details
 - e) Service monitoring.
- 7. Must be able to generate report based on a defined period, including:
 - a) Number of licenses utilized
 - b) Total disk space usage
 - c) Administrators' login/logout (including failed login)
 - d) Type of user's devices
 - e) License expiry.
- 8. Must be able to support user privacy mode. It should allow users to control the visibility of sensitive data to other users and the enterprise end-user backup solution administrator.



9. Techniques to boost performance must be applied for data-in-transit and data-at-rest including, but not limited to:
 - a) Fast incremental backup (changed block tracking)
 - b) Reverse incremental restore (flashback)
 - c) Compression
 - d) Local caching
10. Must allow various backup options. Should support
 - a) Ad-hoc backup
 - b) Scheduled backup
 - c) Automatic restart if the backup fails
 - d) Resumed backup – start from the point where it was interrupted
 - e) Automatic reconnect in-case of network disconnect during the backup
11. Data security support minimum Advanced Encryption Standard (AES) 256-bit encryption for data-in-transit and data-at-rest. Data must uphold the highest security standard, where unauthorized users have no access to data.
12. Should have migration capabilities from physical to virtual, virtual to virtual, physical to cloud or vice versa.
13. Should allow storing backup to offsite location in vendor's cloud.
14. Must be able to enforce network and CPU throttling when backing up or restoring data, as to have minimal impact on overall network performance as well as at the affected end point.
15. Data retention policies must be configurable. Users are able to view the version history and retrieve the desired file version.
16. Must be capable of replicate the backup files up to 4 location with separate retention policy.
17. The installation & uninstallation of client software to and from the machines shall be capable of real-time mode without involving any downtime / reboot.
18. Must support virtualization technologies including agentless backup and migration capabilities between various hypervisor and physical machines.
19. Must have ability to simplify the recovery process.
20. Must be capable of backing up disk imaging backup, which contains all data, application, operating system and settings.
21. Must support legacy operating system platform such as Windows XP and later.
22. Automate backup with scheduling and managed by IT admin without any end user interaction.
23. Ransomware protection by detecting, blocking and reverse the changes to the original state.
24. Data restore must be capable to restore individual files to a different OS version or platform, as well as migrating the entire endpoint backup content to a new device



25. Must have features to ensure data authenticity (the data was not changed by third party)
26. Have ability to boot backed up server/workstation image in preboot execution environment (PXE).
27. Must have backup scheduling with start condition such as: -
 - a) when the users logged off
 - b) user is idle
 - c) prevent sleep or hibernate mode during backup

B. Installation

1. Installation and Configuration of Agent-based software.
2. Installation and Configuration of Web Management Console and Licenses. System requirements for the servers shall be provided by the winning bidder. The servers will be provided by the End-user.
3. Installation of software updates, upgrades and/or patches if available during installation.
4. Submission of service report for the successful installation of the software as attested to by a designated DENR Information and Communication Technology (ICT) personnel.
5. DENR will not shoulder any cost related to additional licenses or software needed to complete the installation.

C. Testing

The acceptance test procedure shall be in accordance with the following:

1. The acceptance testing will be undertaken for a period of three (3) calendar days and will be attested to by designated DENR ICT personnel.
2. Demonstrating the system and its operation to the End-user and/or any designated DENR ICT personnel.
3. During the testing period, the winning bidder shall not be held liable for performance degradation/interruptions that are beyond its control such as internet issues, power outages, fluctuations or failure or malfunction of DENR's own ICT resources.
4. Submission of a report in regards to successful testing as attested to by a designated DENR ICT personnel.

D. Training

Training will be provided by the winning bidder for a maximum of three (3) DENR personnel for a knowledge transfer of central administration. It will be valid for one (1) year in the form of training certificates or vouchers. The parties shall mutually agree upon the specific date and time for the training period and the mode of training (face to face or online). With corresponding certificates for the above attendees. All expenses relative to the trainings shall be for the account of the winning bidder.

E. Maintenance



The winning bidder shall submit a maintenance certificate in favor of the DENR valid for one (1) year and shall cover the following:

1. Perform a routine health and performance check of the Software every three (3) months. The parties shall mutually agree upon the specific date and time for each activity hereon.
2. Submission of report after every health and performance check indicating the performance and health of the Software as attested to by a designated DENR ICT personnel.
3. Update or upgrade the software at no extra cost for the DENR. This shall also be mutually agreed upon by both parties.
4. 8 x 5 Phone, chat, email, remote and on-site support (within Metro Manila) services provided to customer for supported systems. Ticket status and summary reports. Annual technical assessment and review.

VI. PERIOD AND PLACE OF DELIVERY

The winning bidder shall submit the software and maintenance certificates, through Property and Supply Management Division (PSMD) located at Basement, DENR Main Building, Visayas Avenue, Diliman, Quezon City. Service Reports (installation and testing) and Training certificates or vouchers shall be submitted to the End-user at the 6th Floor of the above-mentioned building. All within thirty (30) calendar days from receipt of Notice to Proceed (NTP).

VII. DUTIES AND RESPONSIBILITIES OF THE DENR

1. Grant the service provider's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DENR ICT personnel;
2. Issue Certificate of Inspection and Acceptance.

VIII. TERMS OF PAYMENT

DENR will pay the winning bidder in five (5) tranches as stated in the table below.


Timeline	Project Deliverables	Percentage Amount of Contract Price to be released as payments	Documentary Requirements
Within thirty (30) calendar days from receipt of NTP	Supply, Delivery, Installation and Testing of Enterprise Backup Software	80%	<ul style="list-style-type: none">• Delivery receipt, Software Certificate and Maintenance Certificate received by PSMD.• Service Report for Installation and Testing attested to and received by End-user.

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 6 of 7)

Timeline	Project Deliverables	Percentage Amount of Contract Price to be released as payments	Documentary Requirements
			<ul style="list-style-type: none"> • Certificate of Inspection and Acceptance issued by End-user. • Training certificates or vouchers • Sales Invoice or Billing statement.
<p>Within one (1) year from receipt of certificate of inspection and acceptance.</p>	<p>Performance and Health Check Maintenance</p>	<p>5%</p>	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 1, 2 and 3
		<p>5%</p>	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 4, 5 and 6
		<p>5%</p>	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 7, 8 and 9
		<p>5%</p>	<ul style="list-style-type: none"> • Service Report for performance and health check attested to and received by End-user. • Sales Invoice or Billing statement for month no. 10, 11 and 12

Approved by:


ELIZAR S. CANTUBA
 Information Technology Officer III
 Chief, Network Infrastructure Management Division
 Knowledge and Information Systems Service
 Department of Environment and Natural Resources

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 7 of 7)

II. OTHER REQUIREMENTS

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII
Revised Technical Specifications

Instruction to Bidders: *Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".*

TECHNICAL REQUIREMENTS	Bidder's Statement of Compliance*
Procurement of Enterprise Backup Software for the Department of Environment and Natural Resources-Central Office (DENR-CO) per Terms of Reference as of 01 December 2020	

Please specify the Brand/Model No. being offered in the space provided:

I hereby certify to comply with the above Technical Specifications.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

*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 Bidders 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 provisions of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1 (a)(ii).

DENR BIDS AND AWARDS COMMITTEE
REVISED CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

Project: PROCUREMENT OF ENTERPRISE BACKUP SOFTWARE FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. Bid Ref. No. DENR-CO-2020-040

APPROVED BUDGET FOR THE CONTRACT: P6,774,570.00

ENVELOPE 1: TECHNICAL COMPONENT

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

- | | |
|--------------------------|--|
| <input type="checkbox"/> | (a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) issued to bidder; <i>[Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]</i> |
| | <u>OR</u> |
| <input type="checkbox"/> | (b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives or its equivalent document; <u>and</u> |
| <input type="checkbox"/> | (c) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas: <ul style="list-style-type: none"> i. Business/Mayor's Permit for 2020: or ii. Application for Business/Mayor's Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor's Permit. <p><u>Note: Expired Business/Mayor's permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor's permit is subject for submission after award of contract but before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</u></p> <p style="text-align: center;"><u>and</u></p> |
| <input type="checkbox"/> | (d) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); |

B. TECHNICAL DOCUMENTS

- | | |
|--------------------------|---|
| <input type="checkbox"/> | (e) Statement 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 (per Annex I); |
| <input type="checkbox"/> | (f) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per Annex I-A) <p><u>Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:</u></p> <ul style="list-style-type: none"> i) Copy of End User's Acceptance; or ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s |

(g) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Original Bid Securing Declaration
6,774,570.00	135,491.40	338,728.50	No required Amount

1. Bid Securing Declaration per **Annex II**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

The following are the grounds for forfeiture of Bid Security

▪ **IF A BIDDER:**

- a) Withdraws its bid during the period of bid validity.
- b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.
- c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Allowing the use of one's name, or using the name of another for purposes of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.
- h) Refusal or failure to post the required performance security within the prescribed time.
- i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

▪ **IF THE SUCCESSFUL BIDDER:**

- a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or
- b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.

Note: Duly notarized or unnotarized Bid Securing Declaration shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.

(h) Conformity with **Section VI. Revised Schedule of Requirements (Terms of Reference as of 01 December 2020)** and **Section VII. Revised Technical Specifications**, as attached in the **Supplemental/Bid Bulletin No. 1**.

<input type="checkbox"/>	<p>(i) Original Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex III with attached <u>Proof of Authority of the bidder's authorized representative/s:</u></p> <p>i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized or unnotarized Special Power of Attorney.</p> <p>ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p>Notes: 1) <i>Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission.</i></p> <p>2) <i>Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</i></p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>
C. <u>FINANCIAL DOCUMENTS</u>	
<input type="checkbox"/>	<p>(j) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020;</p>
<input type="checkbox"/>	<p>(k) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).</p> <p>The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p><u>OR</u></p> <p>Original copy of Committed Line of Credit (CLC) per Annex IV-A issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.</p> <p><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></p>
Class "B" Document: (For Joint Venture)	
<input type="checkbox"/>	<p>If applicable, For Joint Ventures, Bidder to submit either:</p> <p>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex V) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR</p> <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</p> <p>(l) <u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p>

ENVELOPE 2: FINANCIAL DOCUMENTS



- (a) Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (**Annex VI**); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (**Annex VI-A or VI-B**).

The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.