



**BIDS AND AWARDS COMMITTEE**

**Supplemental/Bid Bulletin No. 1**

**PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CHECKPOINT NEXT GENERATION FIREWALL FOR CO, ROS, LMB, ERDB AND PENROS OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**  
**Bid Ref. No. DENR-CO-2022-042**

**Approved Budget for the Contract: ₱9,398,800.00**

This Supplemental/Bid Bulletin No. 1 is being issued to revise provisions/specifications in the Bidding Documents in response to queries/clarifications sent thru email by prospective bidders for the aforesaid project:

<b>A. Revisions to provisions/specifications in the Bidding Documents:</b>					
<b>FROM</b>			<b>TO</b>		
<b>Schedule of Bidding Activities</b>					
<b>ACTIVITIES</b>	<b>DATE &amp; TIME</b>	<b>VENUE</b>	<b>ACTIVITIES</b>	<b>DATE &amp; TIME</b>	<b>VENUE</b>
Submission of Bid Documents	11 October 2022, (Tuesday), 9:00 AM	BAC Secretariat Office, Basement, DENR Main Bldg., Diliman, Quezon City.	Submission of Bid Documents	<b>18 October 2022, (Tuesday), 8:00 AM</b>	BAC Secretariat Office, Basement, DENR Main Bldg., Diliman, Quezon City.
Opening of Bids	11 October 2022, (Tuesday), 11:00 AM	Online via Google Meet Platform	Opening of Bids	<b>18 October 2022, (Tuesday), 9:00 AM</b>	Online via Google Meet Platform
<b>Section VI. Schedule of Requirements</b>					
Schedule of Requirements (Terms of Reference as of 09 September 2022)			<b>Revised Schedule of Requirements (Terms of Reference as of 29 September 2022)</b>		
<b>Section VII. Technical Specifications</b>					
Technical Specifications			<b>Revised Technical Specifications</b>		
<b>TECHNICAL REQUIREMENTS</b>			<b>TECHNICAL REQUIREMENTS</b>		
PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CHECKPOINT NEXT GENERATION FIREWALL FOR CO, ROS, LMB, ERDB AND PENROS OF THE DENR PER TERMS OF REFERENCE AS OF 9 SEPTEMBER 2022			<b>PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CHECKPOINT NEXT GENERATION FIREWALL FOR CO, ROS, LMB, ERDB AND PENROS OF THE DENR PER TERMS OF REFERENCE AS OF 29 SEPTEMBER 2022</b>		

## B. Response to queries/clarifications:

QUERY/CLARIFICATION	DENR RESPONSE
Under Section IV. Project Requirements, C. Scope of Service, provide networking software maintenance for minor and/or major releases and encountered vulnerabilities during the maintenance Period – This is not applicable to your current requirements as we are providing service to your firewall gateways and not for your networking equipment. May we request that this be removed from our Terms of Reference?	<b>Request granted.</b>

Bidders are advised to use the following forms together with all other required documents for the submission of bids on 18 October 2022, 8:00 AM:

1. **Section VI. Revised Schedule of Requirements (Terms of Reference as of 29 September 2022)**
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 10<sup>th</sup> of October 2022 in Quezon City.

Approved by:

**MARCIAL C. AMARO, JR., CESO II**  
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 @ 8-926-2675)	

**Section VI. Revised Schedule of Requirements**

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

**A. TERMS OF REFERENCE as of 29 September 2022**



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 29 September 2022

**Procurement of Maintenance Agreement Service for Checkpoint Next Generation Firewall for Central Office, Regional Offices, LMB, ERDB and PENROs of the Department of Environment and Natural Resources (DENR)**

**I. RATIONALE**

Resilient and reliable data transport services are essential to the flow of information throughout the DENR. Networking devices play a crucial part in ensuring availability where and when needed to provide operations and evidence-based decision making. With this, the DENR deemed it necessary to acquire a post warranty support & maintenance services in the form of a Maintenance Agreement Service for its existing Next Generation Firewall for the DENR Central and Field Offices.

**II. APPROVE BUDGET FOR THE CONTRACT**

The total ABC for the project is **PhP9,398,800.00** inclusive of all applicable government taxes and service charges.

**III. QUALIFICATION OF SERVICE PROVIDER**

- A.** Service provider must be an authorized partner of Checkpoint must be supported by a Certification from manufacturer's local office.
- B.** Service provider must have at least three (3) Security Administrator / Professional and Network Professional who are regular and locally based employees. They must submit company ID with certification of their HR Department that they are employees.
- C.** Service provider must be a Checkpoint System Integrator for at least eight (8) years in the Philippines.
- D.** Service provider must have a helpdesk system via phone and email support that includes:
- Single point of Contact for Problem Reporting
  - Technical Engineer Dispatch Facility
  - Case Logging and Monitoring
  - Technical Support History and Reporting
- E.** Service provider must have a Service Level Agreement (SLA) and Escalation Procedure/Matrix for support services. They must submit this during post-qualification.

**IV. PROJECT REQUIREMENTS**

**A. List of Equipment and Subscription Covered (see ANNEX A for Serial Numbers)**

**1. DENR Central Office**

ITEM	Description	Qty
1	Maestro Hyperscale Orchestrator	1
2	Smart-1 Security Management Appliance	1
3	6200 Plus Security Gateway Appliances <ul style="list-style-type: none"> <li>• With 1 Year Subscription: IPS, Application Control, URL Filtering, Anti-Virus, Anti-Spam and Email Security, Anti-Bot Services.</li> </ul>	2

**2. Regional Offices, LMB, ERDB and PENROs**

ITEM	Description	Qty
1	1570 NGTP Appliance <ul style="list-style-type: none"> <li>• With 1 Year Firewall Firmware Update Subscription:</li> </ul>	77
2	1590 NGTP Appliance <ul style="list-style-type: none"> <li>• With 1 Year Firewall Firmware Update Subscription:</li> </ul>	1
3	5199 NGTP Appliance <ul style="list-style-type: none"> <li>• With 1 Year Firewall Firmware Update Subscription:</li> </ul>	16

**B. Summary**

Description of Services		Entitlement
<b>Maintenance Period</b>		One (1) year upon enrollment
<b>Service Request</b>	Service Desk	Available 24x7
	Landline/Mobile/SMS	
	E-mail	
<b>Phone Support</b>	Response Time	Within 30 minutes upon receipt of call by helpdesk representative
	Availability	24x7
<b>Engineering Services</b>	Onsite Response Time	<ul style="list-style-type: none"> <li>• For equipment Listed under Section IV.A.1 (Within 4 hours)</li> <li>• For equipment Listed under Section IV.A.2 (Remote Support Only)</li> </ul>
	RMA Charges	Included
<b>Hardware Parts Replacement</b>	Availability	<ul style="list-style-type: none"> <li>• Sixty (60) working days for RMA</li> <li>• Next working day delivery of service unit</li> </ul>
	Corrective Maintenance	Unlimited
<b>Maintenance Service</b>	Preventive Maintenance	Every six (6) months of the maintenance period
	<b>Manufacturer's Support Services</b>	Software



**C. Scope of Service**

**1. Professional Service**

The equipment under Section IV.A.1 (DENR Central Office) shall be implemented as a "Perimeter Firewall". A professional service from the service provider is required to ensure that the implementation will be in a timely and efficient manner.

**2. Corrective Maintenance**

The winning service provider shall immediately attend to service calls of DENR by providing immediate telephone and remote support to diagnose and remedy the reported incident. For this purpose, the winning service provider shall at all times maintain a 24x7 telephone service to receive the calls of DENR.

If the incident cannot be resolved off-site or remotely and based on the support engineer's findings, he/she shall decide of the following:

- For equipment Listed under Section IV.A.1 (Onsite Support)
- For equipment Listed under Section IV.A.2 (Pulled out)

Defective and non-repairable equipment shall be subjected to RMA (see below).

**3. Hardware and Software Support**

A post warranty support and maintenance services will be in effect during the maintenance period and shall cover the following:

- The winning service provider shall supply the necessary spare parts and units for the purpose of maintaining the equipment covered in this document (Section IV.A) hereof to its proper working condition.
- Return Material Authorization (RMA) for defective and non-repairable equipment.
- For equipment Listed under Section IV.A.1 and with the nature of the setup having able to handle at least one (1) equipment failure, either a service unit (if available) can be provided or reconfiguration of the setup may be initiated for continuous operation of the perimeter firewall.
- For equipment Listed under Section IV.A.2, a service or replacement unit of the same or alternative specification as that of the defective equipment shall be provided while the equipment is undergoing RMA. Spare units may be brand new units or refurbished units that are in good working condition.
- For any fault call regarding Software concerns, the winning service provider will remotely access the equipment to do trouble-shooting and fault-fixing. If required, available software patching for bug-fixes provided by the Principal will be done.
- The winning Service Provider will interface and coordinate with Business Partner representative until the issue has been resolved. Regular updates of fault/issue rectification will be provided.

**Note:** For pull-out of equipment listed under Section IV.A.2, defective appliance, units and/or items from PENRO shall bring it at the location of their respective Regional Offices. There the Regional Office will transport the said equipment to the DENR Central Office. Likewise, ERDB and LMB will also transport equipment for RMA to the DENR Central Office. There, the winning provider shall service, repair and/or replace the equipment as per RMA. The winning service provider

*shall shoulder all the costs related to the repair and shipment (to and from the DENR Central Office) of the equipment subject to RMA.*

**4. Preventive Maintenance**

The winning service provider shall perform a routine Semi-Annual preventive maintenance (PM) program on the equipment through remote support. The parties shall mutually agree upon the specific date and time for each preventive maintenance activity hereon.

The scope shall cover the following Preventive Maintenance activities:

- General check-up of the equipment or hardware covered under section IV.A
- General check-up on any program or software used in the operation of any equipment or hardware provided by the winning service provider;
- Conduct a complete diagnostic routine within the system.
- Provide/submit Maintenance and Technical report based on the current installed software and hardware.

**5. Service Level Credits**

Service Level Credits are credits given by the winning service provider in lieu of damages, when their performance falls below the agreed-upon level as indicated on section IV.B. Some indicated parameters (see below) if not met, shall carry a corresponding "Service Level Credit" in favor of DENR:

a. Response Time (Phone and Email Support)

LENGTH OF DELAY	*CREDIT
Less than 30 minutes	None
Every hour exceeding 30 minutes	1/6 day

b. Response Time (Onsite Support)

LENGTH OF DELAY	*CREDIT
Less than 4 hours	None
Every hour exceeding the 4 hours	2/5 day

c. Turn around time (RMA)

LENGTH OF DELAY	*CREDIT
Less than 60 working days	None
Every day exceeding the 60 working days maximum turn around time.	3/5 day

- \* 1/6-day Computation: (Total percentage of PM payments / 365) X 0.17
- 2/5-day Computation: (Total percentage of PM payments / 365) X 0.4
- 3/5-day Computation: (Total percentage of PM payments / 365) X 0.6

\*\* Gathered credits shall be computed per maintenance period and will be subtracted from the payments for that PM. If no PM were performed on the schedule, the gathered credits shall be applied to the payments to the following PM and so on and so forth.

**6. Other services**

- Provide DENR a recommendation on the improvement of its Security Infrastructure.
- Provide notification, recommendation and assistance in handling End-of-Life (EOL) and End-of-Support (EOS) milestone of the equipment covered under section IV.A.
- Provide support to DENR's network staff and personnel should a required set-up and/or configuration is needed on the network in relation to the firewall setup.

**D. Certificate of Enrollment**

The winning service provider must provide a certificate of RMA Enrollment and Subscription in favor of the Department of Environment and Natural Resources (DENR) which shall indicate the following:

- Product Name and Description.
- Equipment Covered. (with Serial Number/s)
- Subscribed Items. (see Section IV.A)
- Validity Period for RMA and Subscription.
- Support for Upgrades or Updates during the validity period.
- Other Terms and Conditions (if any).

**V. DUTIES AND RESPONSIBILITIES OF THE DENR**

- A.** Grant the winning 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 personnel;
- B.** Monitor the provided services and verify if the parameters under the Maintenance Agreement are met and performed by the winning service provider; and
- C.** Through the end-user shall issue Certificate of Inspection and Acceptance for RMA enrollment and Certificate of Payment Acceptance for every PM.

**VI. DURATION/TERMS OF CONTRACT**

- A.** The Checkpoint RMA enrollment, subscription renewal and DENR-Central Office Perimeter Firewall implementation shall be within forty-five (45) calendar days from receipt of NTP.
- B.** Subscriptions will be valid for One (1) Year upon activation.
- C.** The Maintenance Agreement for the Checkpoint RMA, Corrective Maintenance, Preventive Maintenance and Technical Support shall commence upon enrollment to Checkpoint RMA and will be valid for One (1) Year.

**VII. TERMS OF PAYMENT**

DENR shall pay the service provider for its services only after the issuance of Certificate of Completion. The payments for the services will be done in three (3) tranches as stated in the table below.




**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 6 of 8)

Timeline	Project Deliverables	Percentage Amount of Contract Price to be released as payments	Documentary Requirements
Within forty-five (45) calendar days from receipt of NTP	<ul style="list-style-type: none"> <li>• Checkpoint RMA Enrollment</li> <li>• Subscription Renewal</li> <li>• Perimeter Firewall implementation (DENR-Central Office)</li> </ul>	80%	<ul style="list-style-type: none"> <li>• Certificate of Enrollment.</li> <li>• Certificate of Inspection and Acceptance issued by the Inspection and Acceptance Committee (IAC).</li> <li>• Sales Invoice or Billing statement.</li> </ul>
Within One (1) Year from enrollment of Checkpoint RMA	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Preventive Maintenance</li> <li>• Corrective Maintenance</li> </ul>	10%	<ul style="list-style-type: none"> <li>• Preventive Maintenance Report.</li> <li>• Service Report if a Corrective Maintenance was conducted during the PM period.</li> <li>• Certificate of Payment Acceptance issued by the end-user.</li> <li>• Sales Invoice or Billing statement.</li> </ul>
	<ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Preventive Maintenance</li> <li>• Corrective Maintenance</li> </ul>	10%	

Approved by:



**MARIA ELENA A. MORALLOS MANILA**  
 Director  
 Knowledge and Information Systems Service  
 Department of Environment and Natural Resources



**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 7 of 8)

ANNEX A (Serial Numbers)

ITEM	Description	Serial Nos.
1	Maestro Hyperscale Orchestrator	MT2049X16653
2	Smart-1 Security Management Appliance	4GYZY43
2	6200 Plus Security Gateway Appliances	2048BA5277 2048BA5288
3	1570 NGTP Appliance	WA20502406 WA20302779 WA20302856 WA20302872 WA20302868 WA20302854 WA20502552 WA20502667 WA20302998 WA20302977 WA19B02962 WA19B02976 WA19B02810 WA19B02789 WA20302920 WA20300840 WA20300808 WA20302881 WA20302781 WA20302836 WA20302785 WA20302851 WA20302790 WA20302855 WA20302893 WA20302873 WA20302866 WA20302987 WA20502597 WA20502606 WA20502463 WA20302805 WA20502611 WA20302992 WA20302810 WA19B02739 WA19B02945 WA20302784 WA20300852 WA20300656 WA20302814 WA20302795 WA20302824 WA20302827 WA20302762 WA20302791 WA20302800 WA20302759 WA20302963 WA20302933

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 8 of 8)

ITEM	Description	Serial Nos.
		WA20302936 WA20302959 WA20302758 WA20302774 WA20302806 WA20302802 WA20302820 WA20302896 WA20300886 WA19B02812 WA20300919 WA19B02836 WA20302853 WA20302793 WA20302822 WA20300838 WA20300943 WA20302888 WA20300791 WA20300765 WA20302768 WA20302770 WA20302864 WA20302812 WA20302867 WA20302766 WA20302840 WA20502456
4	1590 NGTP Appliance	2029BA3185
5	5199 NGTP Appliance	2024BA4567 2024BA3116 2029BA3155 2029BA3187 2029BA3152 2024BA4562 2029BA3151 2024BA4509 2024BA4555 2024BA4549 2024BA4542 2029BA3159 2029BA3237 2029BA3149 2029BA3197

**B. 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

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 1 of 1)

## Section VII. Revised Technical Specifications

**Instruction to Bidders:** **Please fill out 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
<b>PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CHECKPOINT NEXT GENERATION FIREWALL FOR CO, ROS, LMB, ERDB AND PENROS OF THE DENR PER TERMS OF REFERENCE AS OF 29 SEPTEMBER 2022</b>	

*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 a(ii) and/or GCC Clause (iii).

**DENR BIDS AND AWARDS COMMITTEE**

**REVISED CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS**

**Project:**

**PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE FOR CHECKPOINT NEXT GENERATION FIREWALL FOR CO, ROS, LMB, ERDB AND PENROS OF THE DENR**

**Bid Ref. No. Bid Ref. No. DENR-CO-2022-042**

**APPROVED BUDGET FOR THE CONTRACT: P9,398,800.00**

**ENVELOPE 1: TECHNICAL COMPONENT**

**CLASS "A" DOCUMENTS**

**A. LEGAL DOCUMENTS**

- (a) Valid and current **Certificate of PhilGEPS Registration (Platinum Membership)** (all pages) *in accordance with Section 8.5.2 of the IRR* (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021);

**B. TECHNICAL DOCUMENTS**

- (b) 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**);

- (c) 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**)
- Similar in nature shall mean "**Procurement of Maintenance Agreement Service for Checkpoint Next Generation Firewall**".*
- Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:

- i) Copy of End User's Acceptance; or
- ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s

- (d) 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:

<b>Project ABC (P)</b>	<b>Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)</b>	<b>Bid Security: Surety Bond (5%) (P)</b>	<b>Original Bid Securing Declaration</b>
9,398,800.00	187,976.00	469,940.00	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:

<input type="checkbox"/>	<p style="text-align: center;"><i>The following are the grounds for forfeiture of Bid Security</i></p> <ul style="list-style-type: none"> <li>▪ <b>IF A BIDDER:</b> <ul style="list-style-type: none"> <li>a) Withdraws its bid during the period of bid validity.</li> <li>b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.</li> <li>c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.</li> <li>d) Submission of eligibility requirements containing false information or falsified documents.</li> <li>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.</li> <li>f) Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>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.</li> <li>h) Refusal or failure to post the required performance security within the prescribed time.</li> <li>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.</li> <li>j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>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.</li> </ul> </li> <li>▪ <b>IF THE SUCCESSFUL BIDDER:</b> <ul style="list-style-type: none"> <li>a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or</li> <li>b) fails to furnish performance security in accordance with Section 40 of the Revised IRR</li> </ul> </li> </ul>
<input type="checkbox"/>	<p>(e) Conformity with <b>Section VI. Revised Schedule of Requirements (Terms of Reference as of 29 September 2022)</b> and <b>Section VII. Revised Technical Specifications</b>, as enumerated and specified in the <b>Supplemental/Bid Bulletin No. 1</b>.</p>

<b>C. FINANCIAL DOCUMENTS</b>	
<input type="checkbox"/>	<p>(f) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per <b>Annex IV</b>).</p> <p>The NFCC computation must be at least be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p><b><u>OR</u></b></p> <p>Original copy of Committed Line of Credit (CLC) per <b>Annex IV-A</b> issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.</p> <p><b><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></b></p>

**Class "B" Document: (For Joint Venture)**

**If applicable, For Joint Ventures, Bidder to submit either:**



- (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
- (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

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)]

**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.**

**ENVELOPE 2: FINANCIAL COMPONENT**



- (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.