



BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin No.1

PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE (MAS) FOR CHECKPOINT NEXT GENERATION FIREWALL FOR PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICES (PENROS) OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)
Bid Ref. No. DENR-CO-2024-012

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

A. Revision to provisions/specifications in the Bidding Documents:	
FROM	TO
Section VI. SCHEDULE OF REQUIREMENTS	
Schedule of Requirements (Terms of Reference as of 30 May 2024)	Revised Schedule of Requirements (Terms of Reference as of 24 June 2024)
Section VII. TECHNICAL SPECIFICATIONS	
Technical Specifications	Revised Technical Specifications

B. Response to queries/clarifications:	
QUERIES/CLARIFICATIONS	RESPONSE
Will all 76 devices be converted to standalone firewall with local management (configuration, policy, etc.) at the PENRO and not centrally managed from the Central Office?	Per the end-user, yes.
Will all existing blades/services be restored after converting to standalone? Please specify which software blades/services will be enabled on the PENRO firewall?	
Since the license of Management/Gateway Servers at the Central Office are already expired and not covered by this bid, who will be responsible for the required configuration and troubleshooting such as VPN, policy changes, etc., on the Central Office firewall while all 76 devices are being converted?	Per the end-user, the winning bidder is the primary responsible for the configuration and troubleshooting of VPN, policy, etc.

Bidders are advised to use **Section VI. Revised Schedule of Requirements (Terms of Reference as of 24 June 2024)** and submit together with all other required documents for the submission of bids on **02 July 2024, 9:00 AM:**


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 Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.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 25th day of June 2024 in Quezon City.

Approved by:


EVELYN G. NILLOSAN
Chief, Management Division &
Alternate Vice 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)		

Bidders are advised to use **Section VI. Revised Schedule of Requirements (Terms of Reference as of 24 June 2024)** and submit together with all other required documents for the submission of bids on **02 July 2024, 9:00 AM**:


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 25th day of June 2024 in Quezon City.

Approved by:


EVELYN G. NILLOSAN
Chief, Management Division &
Alternate Vice 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)		

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".**

A. TERMS OF REFERENCE as of 24 June 2024



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
KAGAWARAN NG KAPALIGIRAN AT LIKAS NA YAMAN



TERMS OF REFERENCE

As of 24 June 2024

Procurement of Maintenance Agreement Service for Checkpoint Next Generation Firewall for Provincial Environment and Natural Resources Offices (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 PENROs.

II. APPROVE BUDGET FOR THE CONTRACT

The total ABC for the project is PhP5,000,000.00 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.

Let's Go Green!

Page 1 of 8

IV. PROJECT REQUIREMENTS

- A. Configuration of existing checkpoint firewall to stand alone setup and interconnectivity through VPN with existing DENR CO firewall.
- B. List of Equipment and Subscription Covered (see ANNEX A for Serial Numbers)

PENROs

Item	Description	Qty
1	Collaborative Enterprise Support for CPAP-SG1570	76
2	Enterprise Based Protection for CPAP-SG1570	76

C. Summary

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

D. Scope of Service

1. 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, the equipment shall be subjected to RMA (see below).

Let's Go Green!

2. 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.
- 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, 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. 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.

3. 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.

4. 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

Let's Go Green!

Page 3 of 8

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.

5. **Training** - Training will be provided by the winning bidder for the standalone management of firewall for seventy-six (76) IT focal persons from the DENR PENROs. It will be valid for one (1) year in the form of training certificates or vouchers.

The training shall include the following topics and activities but not limited to:

- a. Hard/factory reset.
- b. Configuration of the following
 1. Standard policies.
 2. Port assignments and port forwarding if applicable.
 3. ISP redundancy if applicable.
 4. VPN setup

Note: The parties shall mutually agree upon the specific date and time for the training period. The training is to be conducted by an authorized training personnel following a training module through online training. Attendees shall be provided a training certificate. DENR will also require a submission of the user's manual as reference for basic day to day operation and configuration of the firewall. All expenses relative to the training shall be for the account of the supplier.

Let's Go Green!

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) milestones 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.

E. 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.

Let's Go Green!


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

(page 6 of 9)

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"> • Configuration of existing checkpoint firewall to stand alone setup and interconnectivity through VPN with existing DENR CO firewall. • Checkpoint RMA Enrollment • Subscription Renewal 	90%	<ul style="list-style-type: none"> • Configuration activity report. • Certificate of Enrollment. • Certificate of Inspection and Acceptance issued by the Inspection and Acceptance Committee (IAC). • Training Certificate/Vouchers • User guide manual • Sales Invoice or Billing statement.
Within One (1) Year from enrollment of Checkpoint RMA	<ul style="list-style-type: none"> • 1st Preventive Maintenance • Corrective Maintenance 	5%	<ul style="list-style-type: none"> • Preventive Maintenance Report. • Service Report if a Corrective Maintenance was conducted during the PM period. • Certificate of Payment Acceptance issued by the end-user. • Sales Invoice or Billing statement.
	<ul style="list-style-type: none"> • 2nd Preventive Maintenance • Corrective Maintenance 	5%	

Prepared by:

Reviewed by:


RONNEL B. VIGIL
 Administrative Assistant III
 NIMD


EUGENE C. DE GUZMAN
 OIC-Chief, NIMD

Approved by:


ARLENE A. ROMASANTA
 Director
 Knowledge and Information Systems Service

Let's Go Green!

Page 6 of 8

ANNEX A (Serial Numbers)

ITEM	Description	Serial Nos.
1	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 WA20302936 WA20302959

Let's Go Green!

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

(page 8 of 9)

ITEM	Description	Serial Nos.
		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

Let's Go Green!

Page 8 of 8

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

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".

Minimum Requirements unless Otherwise Specified	*Bidder's Statement of Compliance
PROCUREMENT OF MAINTENANCE AGREEMENT SERVICE (MAS) FOR CHECKPOINT NEXT GENERATION FIREWALL FOR PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICES (PENROS) OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) per Terms of Reference dated 24 June 2024	

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 (MAS) FOR CHECKPOINT NEXT GENERATION FIREWALL FOR PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICES (PENROS) OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2024-012

APPROVED BUDGET FOR THE CONTRACT: P5,000,000.00

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 "Firewall Maintenance Agreement"

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-CENTRAL OFFICE (DENR-CO)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Original Bid Securing Declaration
5,000,000.00	100,000.00	250,000.00	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><i>The following are the grounds for forfeiture of Bid Security</i></p> <ul style="list-style-type: none"> ▪ IF A BIDDER: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<p>(e) Conformity with Section VI. Revised Schedule of Requirements (Terms of Reference as of 24 June 2024) and Section VII. Revised Technical Specifications as enumerated and specified in the Supplemental/Bid Bulletin No. 1.</p>
<input type="checkbox"/>	<p>(f) Original duly signed 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> <ul style="list-style-type: none"> i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized Special Power of Attorney. ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized Secretary's Certificate evidencing the authority of the designated representative/s. <p>Note: <i>Should there be more than one (1) appointed authorized representatives, use the word "<u>any of the following</u>" or "<u>OR</u>", otherwise, all authorized representatives must sign/initial the bid submission.</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. FINANCIAL DOCUMENTS

(g) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per **Annex IV**).

The NFCC computation must at least be equal to the ABC of this project. The detailed computation using the required formula must be provided.

OR

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.

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.

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)]

(h) **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.