

04 November 2020

Bid Bulletin No. 1
**Three – Year Subscription and Services for SBMA Web-Based
E-mail and Collaboration System**

A. With reference to the queries made during the Pre – Bid Conference for the aforementioned project held on October 29, 2020 and the additional clarifications received in the meantime, please be guided of the following:

1. What shall be the SKU? GSuite Basic and GSuite Business SKU has now been changed to the New SKU's by Google. It was announced by Google this month. The new SKU which is applicable to the requested Specifications are: Business Starter (30gb storage) Enterprise Standard (Unlimited storage + Recording +Vault)

- *Based on the new SKU released by Google, the service provider must renew and provide additional licenses for a total of 650 accounts with the following details:*

A) 500 accounts with Business Starter Subscription and

B) 150 accounts with Enterprise Standard Subscriptions

In the event that Google releases a new set of SKU / subscription, the appropriate SKU / subscription type that complies with the specifications will be accepted. Also, the technical training and workshop requirement should reflect the offered subscription / SKU.

2. What shall be the basis of the amount for the at least fifty percent (50%) equivalent of the Approved Budget for the Contract (ABC) from bid submission and receipt of bids? Will it be for the three (3)-year contract or on an annual basis?

- *The equivalent to at least 50% ABC for the Single Largest Completed Contract (SLCC) requirement shall be based on the ABC of the 3-year contract.*

3. Clarification on ITB 5.3 b: Completed within Five (5) Years prior to the deadline for the submission and receipt of bids. Can the 5 years be extended to six (6) – seven (7) years?

- *Item 5.3 b is hereby amended from “Completed within Five (5) Years prior to the deadline for the submission and receipt of bids” to “Completed within Seven (7) Years prior to the deadline for the submission and receipt of bids”.*

4. For the Other Documentary Requirements, can the submission of the duly signed/notarized Affidavit of Compliance in lieu of the Brochure be acceptable?

- *Yes. Each compliance will be validated by the End-User Department as part of the post-qualification.*



5. Clarification regarding Item 3.b of the Technical Specifications pertaining to the Recording function which can only be inherited by those who will be upgraded to the Enterprise Standard accounts which only covers for the 150 accounts . The remaining 500 users only have the option to use the recording function via 3rd party app.
 - Item 3.b is hereby amended from “Conduct meetings over the web with HD video conferencing and instant messaging / chat, with recording and without time constraints/restrictions” to “Conduct meetings over the web with HD video conferencing and instant messaging / chat, with recording and without time constraints/restrictions for the Enterprise Standard accounts, and with the option to record via 3rd party application or extension for the Business starter accounts”.
6. Is it possible to indicate on the that the SLCC description is for any Google Products or services?
 - Item 5.3 a is hereby amended from “The definition or description of similar contracts shall refer to ANY SUPPLY AND/OR SERVICES OF GOOGLE EMAIL SUBSCRIPTIONS” to “The definition or description of similar contracts shall refer to ANY SUPPLY AND/OR SERVICES OF ANY GOOGLE PRODUCTS AND/OR SERVICES AS LONG AS MESSAGING AND COLLABORATION PRODUCTS / SERVICES ARE INCLUDED”.
7. For the license, will outside Google be acceptable? since it will be the equivalent SKU? can it be from a competing brand?
 - For purposes of continuity and compatibility, we will only be accepting license subscription for our existing and additional accounts (Google). The equivalent SKU refers to the existing offering of Google that will meet the specifications (as amended) without service disruption.
8. Additional amended on the following items in the technical specifications:
 - From:
 1. Email
 - c. Minimum of 30 GB of storage space per user for BASIC edition and unlimited storage and Vault for Business edition

To:

 1. Email
 - c. Minimum of 30 GB of storage space per user for Business Starter Edition and unlimited storage and Vault for Enterprise Standard Edition (or equivalent/current SKU that will comply with the specifications)
 - From:
 3. Real Time Collaboration
 - b. Conduct meetings over the web with HD video conferencing and instant messaging / chat, with recording and without time constraints/restrictions.

To:

3. Real Time Collaboration

b. Conduct meetings over the web with HD video conferencing and instant messaging / chat, with recording and without time constraints/restrictions for the Enterprise Standard accounts, and with the option to record via 3rd party application or extension for the Business starter accounts.

9. Can payment of bidding documents be done thru online banking / bank transfer?

- No. As of now, physically payment of bidding documents only. The same can be done until 12NN of the day of the submission of bids on November 10, 2020.

10. For the bidding forms, please see attached Section IX of the bidding documents.

B. Also, please be reminded of the procurement schedule for the project which shall be on the following dates below at 2:00 PM to be held in the SBMA PPMD Conference Room, Rm. 201, Building. 255 Barryman Road, Subic Bay Freeport Zone:

Submission of Bids (thru courier/physical submission) **November 10, 2020** (Tuesday)
Opening of Bids (also via google meet) **November 12, 2020** (Thursday)

C. In view of the ongoing pandemic, **we highly encourage that all participating bidders for the project to join the Bid Opening using online video meeting via Google Meet.** Please find the official link of the meeting below:

Opening of Bids

<https://meet.google.com/xnu-vosh-wfj>

However, if the preference is to attend the said meeting in person, please be informed that attendance shall be limited to only One (1) authorized representative per bidder.

In addition, bidders/authorized representatives who will be coming from areas outside the Subic Bay Freeport (SBF) must observe and comply with the SBMA Guidelines on the Entry and Exit for Business and Other Official Purposes of Persons and Vehicles into and out the Subic Bay Freeport Zone (SBFZ).

- D. All bidders who will opt to submit their bids thru courier must ensure that the same be received by the BAC, through its Secretariat, on or before the deadline for the submission of bids.
- E. Please understand that the schedule of the submission of bids was separated from the bid opening in order to allow the Committee to disinfect the documents submitted by participating bidders.
- F. Meanwhile, a complete set of Bidding Documents is available and may be acquired by interested bidders only until 12:00 NN of November 10, 2020.

G. Further, please be reminded that, subject to Section 25.9 of the revised IRR of Republic Act No. 9184, unsealed or unmarked bid envelopes shall be rejected.

H. For the guidance and information of all concerned.

(SGD.) ATTY. MICHAEL M. QUINTOS
Chairperson

Cc: All BAC Members
Technical Working Group
Commission on Audit
Internal Audit Service Office
NGO

Section IX. Bidding Forms

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Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price *excludes the cost of of Value Added Tax (VAT) and other taxes or such other sums as may be ascertained*, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules.

We further acknowledge that our failure to indicate that the aforementioned bid amount offered is exclusive of VAT and other taxes shall result to a presumption that the bid amount being offered is inclusive of VAT and other taxes.

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of agent Currency Commission or gratuity

_____ (if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive. We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

_____ of _____

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Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten
(10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

i. Philippine Bidding Documents (PBDs);

 i. Schedule of Requirements;

 ii. Technical Specifications;

 iii. General and Special Conditions of Contract; and

 iv. Supplemental or Bid Bulletins, if any

ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial

 Proposals, and all other documents or statements submitted;

 Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract**

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

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
Capacity]

for: [Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal

for: [Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical GPPB Resolution No. 16-2020, dated 16 September 2020 Page 31 of 39 Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through

misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To: *Subic Bay Metropolitan Authority*
Bldg. 229, Waterfront Rd.
Subic Bay Freeport Zone 2222
[Services and Materials for the SBMA Motorola Trunked Radio Communication
System Upgrade/SBMA-BAC-GOODS-IB-21-20]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the SUBIC BAY METROPOLITAN AUTHORITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the SUBIC BAY METROPOLITAN AUTHORITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the SUBIC BAY METROPOLITAN AUTHORITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE

Business Name: _____
(Indicate only one)

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods/ Services	Amount of Contract	Date of Delivery	Date of End-user's Completion/ Acceptance or Official Receipt

Instructions:

1. Cut-off date is **Submission/Opening of Bids**;
2. Similar contract shall refer to **[insert similar project description]**; and
3. This statement must be supported with:
 - a) Contract/Purchase Order (with Notice to Proceed, if applicable); and
 - b) Certificate of Completion/Acceptance or Official Receipt.

[Signature over Printed Name]

[in the capacity of/Position/Designation]

Duly authorized to sign Bid for and on behalf of _____
[Service Provider's Company Name]

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods/ Services	Value of Outstanding Contracts	Actual/Estimated Date of Delivery
<u>Government</u>				
<u>Private</u>				

***Instructions:**

- a) State **all** ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **Submission/Opening of Bids**;
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term;
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC);

[Signature over Printed Name]

[in the capacity of/Position/Designation]

Duly authorized to sign Bid for and on behalf of _____
[Service Provider's Company Name]

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office _____ address _____ at _____,

represented by its _____, _____ hereinafter referred to as "_____";

-and-

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office _____ address _____ at _____,

represented by its _____, _____ hereinafter referred to as "_____";

-and-

_____, a foreign corporation duly organized, registered and existing under and by virtue of the laws of _____ with office _____ address _____ at _____,

represented by its _____, _____ hereinafter referred to as "_____";

-and-

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

WITNESSETH: That

WHEREAS, the Subic Bay Metropolitan Authority (SBMA) has recently published an Invitation to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint

Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of SBMA;

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

ARTICLE I ORGANIZATION OF THE JOINT VENTURE

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

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

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of Business at _____,

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

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

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

ARTICLE II PURPOSE

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

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

ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

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

ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php _____) to support the financial requirements of the Joint Venture, in the following proportion:

- A. – Php _____
- B. – Php _____

TOTAL Php _____

Additional Contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, _____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec. 1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V
MISCELLANEOUS PROVISIONS

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

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

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

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

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

Signed in the Presence of:

ACKNOWLEDGMENT

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

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

Name

ID Name, Number and Validity Date

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

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

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

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____
IBP _____

Doc. No. ;
Page No ;
Book No. _____ ;
Series of 20_____.

Note: The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 2004 Rules on Notarial Practice. "Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, Senior Citizen card, Overseas Workers Welfare Administration (OWWA) ID, Overseas Filipino Worker (OFW) ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS
SUPPLIER'S LETTERHEAD

Date

ATTY. MICHAEL M. QUINTOS
Chairperson
Bids and Awards Committee
Subic Bay Metropolitan Authority
Subic Bay Freeport Zone

Dear Sir:

This has reference to Public Bidding No. SBMA-BAC-GOODS-IB-21-20 for **[SBMA MOTOROLA TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE]**.

 (Name of Company) respectfully requests for the following:

- () Withdrawal of Bid Submissions
- () Refund of Bid Security
- (Attached is a photocopy of the SBMA Official Receipt)

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

NET FINANCIAL CONTRACTING CAPACITY (NFCC) COMPUTATION

A. CurrentAssets : Php _____
 B. CurrentLiabilities : _____
 C. Project Costs (1+2) : _____
 1) Outstanding of Ongoing : _____
 2) To Be Started : _____

NFCC = **Php** _____
 [(CurrentAssets* *minus* CurrentLiabilities**) x (15)] **minus** Project Costs***
 *Current Assets = Item A
 **Current Liabilities = Item B
 ***[Project Costs = the value of all outstanding works or uncompleted portions of projects under ongoing contracts (Item C.1) including awarded contracts yet to be started coinciding with the contract for this Project (Item C.2)].

Prepared by:

 Authorized Company Representative

Certified Correct by:

 Senior Company Officer/Proprietor

N.B. Must be based on the latest Audited Financial Statement filed with the BIR.

AUTHORITY OF SIGNING OFFICIAL: CORPORATION

SECRETARY'S CERTIFICATE

I, _____, of legal age, Filipino, with office address at _____,
(Name of the Corporate Secretary) (Complete Office Address)

after having sworn in accordance with law, hereby depose and say as follows:

1. That I am the duly elected Corporate Secretary/Assistant Corporate Security of _____
(Name of Service Provider)

(hereinafter referred to as the "Service Provider", a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at _____;
(Complete Office Address)

2. That I am the custodian of the corporate books and records of the Service Provider, including the Minutes and Resolutions of its Board of Directors;

3. That at the Regular/Special Meeting of the Board of Directors of the Service Provider held on _____, during which
(Date)

a quorum was present and acted throughout, the following resolution was unanimously approved:

(Resolution No. _____)

RESOLVED, that _____ be, as it hereby is, authorized to
(Name of Service Provider)

participate in the bidding of _____
(Project Name)

by the Subic Bay Metropolitan Authority; and that if awarded the said Contract shall enter into a contract with the Subic Bay Metropolitan Authority; and in connection therewith hereby appoints

_____, acting as the duly authorized and
(Name of Service Provider's Representative)

Designated representative of _____ and granted full power and authority to
(Name of Service Provider)

do, execute and perform any and all acts necessary and/or to represent _____
(Name of Service Provider)

in the said bidding as fully and effectively as the _____
(Name of Service Provider)

might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof; RESOLVED FURTHER THAT, the Board hereby authorizes its _____ to:

1. execute a waiver of jurisdiction whereby the _____ hereby submits
(Name of Service Provider)

itself to the jurisdiction of the Philippine government and hereby waive sits right to question the jurisdiction of the Philippine courts;

2. execute a waiver that the _____ shall not seek and obtain writ
(Name of Service Provider)

of injunctions or prohibition or restraining order against the **Subic Bay Metropolitan Authority** or any other government agency in connection with this Contract to prevent and restrain the bidding procedures related hereto, the negotiating of and award of a contract to a successful Service Provider, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____
(Name of Service Provider)(Date)

(Name and Signature)

Corporate Secretary

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)S.S.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2017 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this _____ day of _____.

Notary Public

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2017.

**AUTHORITY OF SIGNING OFFICIAL: SOLE PROPRIETORSHIP
SPECIAL POWER OF ATTORNEY**

I, _____, Filipino, of legal age, _____ with residence at
(Name of Proprietor) (Civil Status)
_____ after being sworn in accordance with
(Residence Address)
law, do hereby depose and say:

1. That I am the Proprietor of

(Service Provider/Company Name)

a firm duly licensed, organized and existing by virtue of the laws of the Republic of the Philippines, with
office address _____.

(Business Address)

2. That I hereby authorize _____, _____
(Name of Authorized Representative) (Designation)

on behalf of the said firm, to transact business with the Subic Bay Metropolitan Authority and other
government offices concerned, and to do, execute and perform any and all acts, including signing of
relevant documents, in connection with the [Project Name].

(Name and Signature of Proprietor)

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

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s
is/are personally known to me and was/were identified by me through competent evidence of identity as defined
in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of
government identification card used], with his/her photograph and signature appearing thereon, with no.
_____ and his/her Community Tax Certificate No. _____ issued on ____ at ____.

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

NOTARY PUBLIC

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

N.B. Not applicable if the Proprietor himself/herself personally signs pertinent bid documents and attends the Pre-
Bid Conference and Submission/Opening of Bids.

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of
[month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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