PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Invitation to Bid for the Procurement of Information and Communication Technology Equipment of PMO SOCSARGEN for CY 2023, Port of General Santos, Makar Wharf , Labangal, General Santos City

PROJECT ID: PG-SSG-01-2023

Government of the Republic of the Philippines

Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR PROCUREMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY EQUIPMENT FOR PMO SOCSARGEN FOR CY 2023, PORT OF GENERAL SANTOS, MAKAR WHARF, LABANGAL, GENERAL SANTOS CITY

1. The**Philippine Ports Authority - Port Management Office of SOCSARGEN**, through the **Corporate Budget for the contract approved by the governing Boards for CY 2023**intends to apply the sum of**Two Million One Hundred Three Thousand Pesos Only (Php 2,103,000.00) inclusive of 12% VAT** being the ABC to payments under the contract for **Procurement Of Information And Communication Technology Equipment for PMO SOCSARGEN for CY 2023, Port Of General Santos, Makar Wharf, Labangal, General Santos City**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Philippine Ports Authority - Port Management Office of SOCSARGEN**now invites bids for the above Procurement Project.Delivery of the Goods is required **within thirty (30) calendar days from the date specified in the Notice to Proceed (NTP).** Bidders should have completed, within **ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

4. Prospective Bidders may obtain further information from**Secretariat of the BAC, Philippine Ports Authority – Port Management Office of SOCSARGEN** and inspect the Bidding Documents at the address given below from **8:00 A.M. to 5:00 P.M. Monday to Friday**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 18, 2023 up to the deadline for the submission and receipt of bids**from the given address and website(s) belowand upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of**Five Thousand Pesos (Php 5,000.00) plus 12% VAT**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person or through electronic means.**

6. The**Philippine Ports Authority – Port Management Office of SOCSARGEN**will hold a Pre-Bid Conference[1] on **May 26, 2023 9:00 A.M.** at **PPA PMO-**

SOCSARGEN, Port Operations Building – Conference Room#2, Makar Wharf, Labangal, General Santos Cityand/or through video conferencing or webcasting via **Zoom application**which shall beopen to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through **any of the following: (i) manual submission at the office address as indicated below, (ii) online or electronic submission as indicated below, or (iii) both** on or before **9:00 A.M., June 7, 2023**.Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **June 7, 2023 at 9:30 A.M PPA- PMO SOCSARGEN, Port Operations Building - Conference Room #2, Makar Wharf, Labangal, General Santos City and/or through Zoom application.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Upon purchase of bidding documents,**Philippine Ports Authority – Port Management Office of SOCSARGEN**will provide the secured link where the bidder can upload files representing online bid submission. **The link shall automatically expire after 9:00 am ofJune 7, 2023and the bidder can no longer upload additional documents**.

11. Below in table form are the important dates of procurement:

Procurement Schedules		Inclusive Dates CY 2023	Time
I.	Advertisement/Posting	May 18, 2023	
II.	Availability of Bidding Documents	May 18, 2023 To June7, 2023 June7, 2023	8:00 A.M. To 5:00 P.M. Mon – Fri Not later than 9:00 A.M.
III.	Pre-Bid Conference	May 26, 2023	9:00 A.M.
IV.	Submission of Bids	June 7, 2023	Not later than 9:00 A.M.
V.	Opening and Evaluation of Bids	June 7, 2023	9:30 A.M.

12. The**Philippine Ports Authority – Port Management Office of SOCSARGEN** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

Charmaine Djune L. Mantoya
Head - BAC Secretariat
Philippine Ports Authority, Port Management Office - SOCSARGEN

Makar Wharf, Labangal, General Santos City
Tel. No. (083) 552-4484
Email Add: bacsocsargen@ppa.com.ph
Fax No. (083)552-4446
Website: www.ppa.com.ph

14. You may visit the following websites:

For downloading of Bidding Documents: ***[www.philgeps.gov.ph and www.ppa.com.ph]***
For online bid submission: ***[please refer to paragraph 10]***

May 16, 2023

(SGD) DEOLITO B. TORREFIEL
Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity,**Philippine Ports Authority - Port Management Office – SOCSARGEN** wishes to receive Bids for the**Procurement of Information and Communication Technology Equipment for PMO SOCSARGEN for CY 2023, Port Of General Santos, Makar Wharf, Labangal, General Santos City**, with identification number **PG-SSG-01-2023**.

Lot No. 1	**Data Room and Local Area NetworkInfrastructure Equipment**	**Qty**	**Unit**
	Network Switch 24 Ports	18	Unit
	Network Switch 8 Ports	12	Unit
	Network Cabinet	10	Unit
	Cable Tray	108	Pcs
	Point To Point Radio Base (for wireless network)	1	Unit
	Point To Point Radio Client (for wireless network)	1	Unit
	Laptop (for onsite/remote data room management)	2	Unit
Lot No. 2	**High-end/Branded Laptops**		
	Laptop (for M Group 1 A-MODAM)	3	Unit
	Laptop (for M Group 2 A-MODAM)	8	Unit
Lot No. 3	**Drone with combo kit, Mobile Phone Controller and Gimbal**		
	Camera Drone	1	Unit
	Mobile Phone Controller	1	Unit
	Gimbal for Mobile Phone	1	Unit

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2023**in the amount of**Two Million One Hundred Three Pesos Only (Php 2,103,000.00) inclusive of 12% VAT.**

2.2. The source of funding is:the **Corporate Budget of the Philippine Ports Authority.**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or**IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. **Foreign ownership limited to those allowed under the rules may participate in this Project.**

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to**fifty percent (50%) of the ABC.**

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address**PPA- PMO SOCSARGEN, Port Operations Building - Conference Room #2, Makar Wharf, Labangal,**

GeneralSantos City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **10 years**prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the**BDS.**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:**Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days from the date of the opening of bids**.Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:**One Project having several items that shall be awarded as one contract.**

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. *[Include if Framework Agreement will be used:]* **Not applicable**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: Contract for the supply and delivery **any**of the following: • Data Room and Local Area Network Infrastructure Equipment • High-End / Branded Laptops OR Desktop Computers • Drones with combo kits, Mobile Phone Controller and Gimbal
7.1	**Subcontracting is not allowed**
12	The price of the Goods shall be quoted DDP**General Santos City/Region XII**or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **Forty-Two Thousand Sixty Pesos Only (Php 42,060.00)** equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than**One Hundred Five Thousand One Hundred Fifty Pesos Only(Php 105,150.00)** equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	**No further instructions.**
20.2	**No additional requirements.**
21.2	**No additional requirements.**

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract** (**SCC).**

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later thanthe signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Projectspecifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

5.3 **One (1) year for all equipment/items.**

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered to **Philippine Ports Authority, Port Management Office – SOCSARGEN, Makar Wharf, General Santos City**. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Philippine Ports Authority, Port Management Office – SOCSARGEN, Makar Wharf, General Santos City.** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. furnishing of tools required for assembly and/or maintenance of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and

	weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	NOT APPLICABLE
4	The inspections and tests that will be conducted are: A test will be conducted on the IT equipment and gadgets. It will be a series of hardware and software intensive test for maximum period of 24hours depends on the equipment, any component that is found defective during the testing period should be replaced immediately. **1.** Network Switches – Twenty-four (24) hour routing switches with a complete slotted rj45 that operate continuously. **2.** Network Cabinet – A couple of 24-port switches loaded twenty-four (24) hours hanging from the wall. **3.** Cable Tray – Extreme durability and flexibility tests (such as drop tests, strength tests, temperature tests, etc.) will be performed. **4.** Point to Point radio – Twenty-four (24) hour operating continuously under conditions of harsh weather (heat and rain) **5.** Laptop – Burn testing of hardware and software for six (6) hours. **6.** Camera Drone – with the greatest altitude and furthest remote detection at least two (2) hours of flight. **7.** Mobile Phone Controller – at least two (2) hours of drone remote control operation without a connectivity or battery issue. **8.** Gimbal for phone – Gimbal on standby for six (6) hours while operating with the phone to record the action or event.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
Lot 1	Data Room and Local Area Network Infrastructure Equipment	**1 Lot**	**1 Lot**	**Delivery within thirty (30) calendar days from the receipt of the successful bidder of the Notice to Proceed.**
Lot 2	High-End / Branded Laptops	**1 Lot**	**1 Lot**	
Lot 3	Drones with combo kits, Mobile Phone Controller and Gimbal	**1 Lot**	**1 Lot**	
	**Subject to Technical Specifications under Item No. 5 of the Terms of Reference*			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	Lot No. 1 -- Data Room and Local Area Network Infrastructure Equipment	*[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 Bidder's*

Item	Particulars	Minimum Specification
18 units Network Switch 24 ports	Ports:	24x 10/100/1000BASE-T RJ45(4 Combo) | 4 1/10GE SFP+
	CPU:	Armsv7, 800M/800Mhz
	Switching capability:	598Gpbs
	Forwarding rate:	126Mbps
	SDRAM/DRAM/ RAM:	512MB
	Flash Memory:	128M
	Input Range:	100~240VAC, 50Hz/60Hz
	Operating Temperature:	0 to 45°C
	Warranty:	1 year minimum
	Other features:	Must be compatible with CISCO system, manufacturer/brand at least 30 years in the network switch industry
12 units Network Switch 8 ports	Ports:	24x 10/100/1000BASE-T RJ45(4 Combo) | 4 1/10GE SFP+
	CPU:	Armsv7, 800M/800Mhz
	Switching capability:	598Gpbs
	Forwarding rate:	126Mbps
	SDRAM/DRAM/ RAM:	512MB
	Flash Memory:	128M
	Input Range:	100~240VAC, 50Hz/60Hz
	Operating Temperature:	0 to 45°C
	Warranty:	1 year minimum
	Other features:	Must be compatible with CISCO system, manufacturer/brand at least 30 years in the network switch industry
10 units Network Cabinet	Rack:	2 layers (must be able to accommodate 2 switches)
	Dimensions (Depth x Width x Height):	366mm x 600mm x 400mm
	Mounting type:	Wall
	External case material:	Steel or Fiber
	Other feature:	Must have a built in fan, power outlet and power cord.
108 pcs Cable Tray	Size (Length x Width):	100mm x 50mm
	Material:	Steel
	Tray Type:	Perforated Cable Tray
	Usage/Application :	Industrial type
	Sheet thickness:	3 mm
	Shape:	U
	Surface Finishing:	Galvanized
1 unit Point to Point radio base (for wireless network)	Dimensions (Height x width x depth):	224mm x 82mm x 48mm
	Weight:	0.5 kg (1.03 lbs.)
	Mounting:	airFiberXmount (Rocket mount compatible) GPS pole mount (included)
	Network interface:	(1) 10/100/1000 Mbe RJ45 port
	Power method:	Dual passive PoE
	Power Supply:	24V, 1A PoE Gigabit adapter (Included)

			Max. power consumption:	25W	*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 applicable laws and issuances.]*
			Supported voltage range:	18-54V DC	
			Operating temperature:	-40° to 55° C (-40° to 131°F)	
			Certifications:	FCC (Federal Communications Commissions)	
			OS:	airOS®	
			Operating mode:	PtMP Base Station radio	
			Software management:	Bluetooth management for easy setup over UISP Mobile app WEB UI	
			Minimum software requirements:	Any modern web browser/IOS™ or Android™ based smartphone	
			Maximum throughput:	900+ Mbps*	
			Supported clients count:	125+	
			Maximum range:	200+ Km*	
			Encryption:	128-bit AES	
			Technology:	LTU (Line Terminating Unit)	
		1 unit Point to Point radio client (for wireless network)	Dimensions (Height x width x depth)	316.5mm x 316.5mm x 174.3 mm	
			Weight:	1.3kg (2.8lb)	
			Enclosure material:	UV-stabilized polycarbonate	
			Mounting:	Pole Mount (Kit included)	
			Wind loading:	150 N at 200 km/h (33.72 lbf at 125 mph)	
			Wind survivability:	200 km/h (125mph)	
			Network interface:	(1) 10/100/1000 Mbe RJ45 port	
			Power method:	Dual passive PoE	
			Power Supply:	24V, 1A PoE Gigabit adapter (Included)	
			Max. power consumption:	9W	
			Supported voltage range:	22-26V DC	
			Operating temperature:	-40° to 60° C (-40° to 140°F)	
			Certifications:	FCC (Federal Communications Commissions), CE (ConformiteEuropeenne), IC (Industry Canada)	
			OS:	airOS®	
			Modes:	PtMP CPE only	
			Management interface:	Bluetooth management for easy setup over UISP Mobile app WEB UI	
			Minimum software requirements:	Any modern web browser/IOS™ or Android™ based smartphone	
			Maximum throughput:	900+ Mbps*	
			Technology:	LTU (Line Terminating Unit)	
		2 units Laptop (for onsite/remote data room management)	Processor:	8-core to 10-core CPU, 1000GB/s memory bandwidth M-Series or equivalent	
			Memory:	8 GB DDR4 (or DDR5) upgradeable to 16GB or 24GB	
			Storage:	256 SSD, upgradeable to 512GB, 1TB or 2TB	
			Display:	• 13.3inch (diagonal) LED-backlit display with IPS technology; 2560 by 1600 native resolution at 227 pixels per inch with support with millions of colors • 500 nits brightness • Wide color (p3) True Tone technology	
			Battery and	• Up to 20 hours working hours on	

Power:	connection • Up to 17 hours working hour connection • 58.2 watts hour lithium polymer battery 67W USB-C Power adapter	
Charging and expansion:	• Charging • Display Port • Thunderbolt 3 (up to 40Gb/s) • USB 4 (up to 40GB/s) • USB 3.1 Gen 2 (up to 10GB/s) 3.5 mm headphone jack	
Keyboard:	• Backlit magic keyboard • Touch Bar • Touch ID Ambient light sensor	
Operating System:	MacOS Sierra, 10.12.6 or latest/equivalent	

Lot No. 2 -- High-end/Branded Laptops

Item	Particulars	Minimum Specification
2 units Laptop (for M group 1 A-MODAM)	Processor:	8-core to 10-core CPU, 1000GB/s memory bandwidth M-Series or equivalent
	Memory:	8 GB DDR4 (or DDR5) upgradeable to 16GB or 24GB
	Storage:	256 SSD, upgradeable to 512GB, 1TB or 2TB
	Display:	• 13.3inch (diagonal) LED-backlit display with IPS technology; 2560 by 1600 native resolution at 227 pixels per inch with support with millions of colors • 500 nits brightness • Wide color (p3) True Tone technology
	Battery and Power:	• Up to 20 hours working hours on connection • Up to 17 hours working hour connection • 58.2 watts hour lithium polymer battery 67W USB-C Power adapter
	Charging and expansion:	• Charging • Display Port • Thunderbolt 3 (up to 40Gb/s) • USB 4 (up to 40GB/s) • USB 3.1 Gen 2 (up to 10GB/s) 3.5 mm headphone jack
	Keyboard:	• Backlit magic keyboard • Touch Bar • Touch ID Ambient light sensor
	Operating System:	MacOS Sierra, 10.12.6 or latest/equivalent
1 unit Laptop (for M Group 1 A-MODAM)	Processor:	Intel core i5-12500H
	Memory:	16GB DDR4 3200Mhz
	Storage:	512GB PCIe 4.0 M.2 SSD
	Display:	• 15.6inch • 18:9 ratio • 1920x1080RES • NVIDIA GeForce RTX • IPS 165Hz 100% sRGB
	Battery and Power:	57 watts
	Keyboard and Touchpad:	Backlit keyboard
	Interfaces:	• Type C • HDMI • Headphone/Mic

		• Ethernet LAN USB 3.2
	Operating System	Windows 11
8 units Laptop (for M group 2 A-MODAM)	Processor:	8-core CPU with 4 performance cores and 4 efficient cores M-Series or equivalent
	Memory:	8GB DDR4(or DDR5) upgradable to 16GB
	Storage:	256GB SSD upgradable to 512GB, 1TB, or 2TB
	Display:	• 13.3inch (diagonal) LED-backlit display with IPS technology; 2560 by 1600 native resolution at 227 pixels per inch with support with millions of colors • 500 nits brightness • Wide color (p3) True Tone technology
	Battery and Power:	• Up to 18 hours working hours on connection • Up to 15 hours working hour connection • 49.9 watts hour lithium polymer battery 30W USB-C Power adapter
	Charging and expansion:	• Charging • Display Port • Thunderbolt 3 (up to 40Gb/s) • USB 4 (up to 40GB/s) • USB 3.1 Gen 2 (up to 10GB/s) 3.5 mm headphone jack
	Keyboard:	• Backlit magic keyboard Ambient light sensor
	Operating System:	MacOS Sierra, 10.12.6 or latest/equivalent

Lot No. 3 -- Drone with combo kit, Mobile Phone Controller and Gimbal

Item	Particulars	Minimum Specification
1 unit Camera Drone	Takeoff weight:	595 g
	Dimensions (length×width×height):	• Folded 180 mm x 97mm x 77mm Unfolded 183 mm x 253 mm x 77 mm
	Diagonal Length:	302 mm
	Max Ascent Speed:	• 6 m/s (S mode) 6 m/s (N mode)
	Max Descent Speed:	• 6 m/s (S mode) 6 m/s (N mode)
	Max Service Ceiling Above Sea Level:	500 m
	Max Flight Time (no wind):	31 minutes
	Max Hovering Time (no wind):	30 minutes
	Max Flight Distance (no wind):	18.5 km
	Max Flight Speed (near sea level, no wind)	• 19 m/s (S mode) • 15 m/s (N Mode) 5 m/s (C Mode)
	Max Wind Speed Resistance:	10.7 m/s
	Max Tilt Angle:	• 35° (S mode) Front: 30°, Back: 20°, Left: 35°, Right: 35° (N mode)
	Max Angular Velocity:	• 250° /s (S mode) • 90° /s (N mode) 60° /s (C mode)

			Operating Temperature:	0° to 40° C (32° to 104° F)	
			Operating Frequency:	• 2.4 GHz 5.8 GHz	
			Propellers:	Quick Release, Low noise, folding	
			Aircraft Arms:	Foldable	
			GNSS:	GPS+GLONASS+GALILEO	
			Compass:	Single Compass	
			IMU:	Single IMU	
			Internal Storage:	8Gb	
			Number of batteries:	1 + 2 Batteries	
			Number of propellers:	1 + 2 Pairs of propellers	
			Other Accessories included:	• Shoulder travel bag • Battery charging hub Battery to power bank adapter	
		1 unit Mobile Phone Controller	Storage and Ram:	• 8GB + 128GB LPDDR4X + UFS2.2 Expandable storage up to 1GB	
			Dimensions:	Height: 163.65mm x width: 76.19mm Thickness: 8.34mm Weight: 204g	
			Display:	• 6.67” FHD + AMOLED DotDisplay • Refresh Rate: Up to 120Hz • Touch sampling rate: Up to 360Hz • Brightness: HBM 700nits (typ), 1200 nits peak brightness (typ) • Contrast Ratio: 4,500,000:1 • Resolution: 2400 x 1080 • DCI-P3 wide color gamut • 360° ambient light sensor • Sunlight Display Reading mode	
			Rear Camera:	• 108MP + 8MP + 2MP • 108MP Main Camera F/1.8 • 8MP ultra-wide angle camera F/2.2, FOV 120° • 2MP macro camera F/2.4 • Rear camera video recording: 4K 3840x2160 | 30fps 1080p 1920x1080 | 30/60fps 720p 1280x720 | 30fps	
			Front Camera:	• 16MP front camera F/2.4 • Front camera video recording 1080p 1920x1080 | 30/60fps 720p 1280x720 | 30fps	
			Processor:	• MediaTekDimensity 920 • CPU: Octa-core CPU, up to 2.5Ghz • GPU: ARM Mali-G68 6nm manufacturing process	
			Battery and charging:	• 4500mah battery (typ) battery* • USB-Type C • Support 120W HyperCharge* 120W in-box charger	
			Security:	• Side finger sensor AI Face unlock	

			Cooling System:	Liquid Cool Technology 2.0	
			Vibration Motor:	X-axis Linear motor	
			NFC:	Yes	
			Network and connectivity:	Sim 1 + Hybrid (Sim or MicroSD) Support 5G/4G/3G/2G	
			Package content:	• Adapter • USB Type-C cable • SIM eject tool • Protective case • Quick start guide • Warranty card Safety Information	
		1 unit Gimbal for Mobile Phone	Gimbal Dimensions (Length x Height x width):	• Unfolded 264.5mm x 111.1mm x 92.3mm Folded 174.7mm x 74.6mm x 37mm	
			Weight:	Gimbal: 292g Magnetic Phone Clamp: 34g	
			Max length of build-in Extension rod	215mm	
			Compatible Phone Weight:	230 ± 60g	
			Compatible Phone thickness:	6.9-10mm	
			Compatible Phone width:	67-84mm	
			Gimbal:	Power consumption: 1.2 W (under ideal conditions with gimbal fully balanced) Mechanical Range: • Pan: -161.12° to 172.08° • Roll: -127.05° to 208.95° • Tilt: -101.46° to 229.54° Max Control Speed: 120°/s	
			Battery:	Type: Pouch Cell Capacity: 1000mah Energy: 7.74Wh Voltage: 6-8.8V Charging Temperature: 5° to 40°C (41° to 104°F) Operating Temperature: 0° to 40°C (32° to 104°F) Operating Time: 6.4 hrs. (under ideal conditions with the gimbal fully balanced) Charging Time: 1.5 hrs. (measured with a 10W charger) Gimbal Charging Port: USB-C External Device Charging Port: No Universal Mount: ¼” Threaded Hole	
			Wireless mode:	Bluetooth Low energy 5.0	
			Grip Tripod:	Gimbal Dimensions: Length: 138 mm Diameter: 32 mm Can stand Weight up to: 72g	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**; **or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas, **and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
  And
- (e) Barangay Certificate issued for CY 2023where the principal office is located certifying the legitimacy of business operations.

Technical Documents

- (f) Statement of the prospective bidder 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; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ **(h)** The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

The amount of not less than **Forty-Two Thousand Sixty Pesos Only (Php 42,060.00)** equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

The amount of not less than **One Hundred Five Thousand One Hundred Fifty Pesos Only (Php 105,150.00)** equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
And

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ **(j)** Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all

members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

☐ **(k)** Certification of no pending case against the Government of the Philippines.

Financial Documents

☐ **(l)** The Supplier's Audited Financial Statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by theBIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ **(m)** The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (n) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from 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.

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; **and**
- (p) Original of duly signed and accomplished Price Schedule(s).

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