

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION MARITIME INDUSTRY AUTHORITY

PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

PUBLIC BIDDING NO. 2023-04

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Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION MARITIME INDUSTRY AUTHORITY

INVITATION TO BID

PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

 The MARITIME INDUSTRY AUTHORITY, through the National Expenditure Program (NEP) FY 2024, intends to apply the sum of One Hundred Thirty-Four Million Pesos (Php134,000,000.00), inclusive of VAT and all other applicable government taxes, being the ABC to payments under the contract for PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The MARITIME INDUSTRY AUTHORITY now invites bids for the above Procurement Project. Delivery of the Goods is required within one hundred and twenty (120) days upon receipt of Notice to Proceed (NTP). Bidders should have completed, within three (3) years prior to 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).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Updated 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
 - b. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the Updated 2016 Revised IRR of RA No. 9184.
- Prospective Bidders may obtain further information from MARITIME INDUSTRY AUTHORITY and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
- 5. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at www.marina.gov.ph, however, the Bidders shall pay the Bid Documents based on the table below. Proof of payment shall be presented prior to submission of Bids.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

 The MARITIME INDUSTRY AUTHORITY will hold a Pre-Bid Conference on 07 December 2023, 2:00 P.M. at MARINA Bldg. 20th Street Corner Bonifacio Drive Port Area Manila, and/or through video conferencing or webcasting via Zoom with details below, which shall be open to prospective bidders.

Join Zoom Meeting https://us02web.zoom.us/j/89436321056?pwd=YXZMcHhXekt6RVdSaFUwZ012R1R zZz09

Meeting ID: 894 3632 1056 Passcode: MARINAbac

- Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 19 December 2023, 9:00 A.M. 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 submission and opening shall be strictly observed based on the schedule below. Bids will be opened in the presence of the Bidders limited to only one representative, who choose to attend at the address below. Late bids shall not be accepted.
- 10. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	DATE/TIME	VENUE
1. Posting of Bid Documents	29 November 2023 to 06 December 2023	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	29 November 2023 to 19 December 2023 9:00 A.M. to 4:00 P.M. except on 19 December 2023 which will be until 8:00 A.M.	MARINA Central Office, Port Area, Manila

3. Pre-bid Conference	07 December 2023 2:00 P.M.	3rd Floor, Board Room MARINA Central Office, Port Area, Manila
4. Receipt of Requests for Interpretation from the Bidders	08 December 2023 to 11 December 2023	via email : bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/ Bid Bulletin, if any	12 December 2023	PhilGEPS and MARINA website
6. Deadline of Submission of Bids	19 December 2023 9:00 A.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bid Documents	19 December 2023 10:00 A.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila

- 10. The MARITIME INDUSTRY AUTHORITY 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 Sections 35.6 and 41 of the Updated 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. This procurement project is undertaken through Early Procurement Activities (EPA), hence, the award of contract to the Lowest/Single Calculated and Responsive Bidder may only be made by the Procuring Entity upon approval or enactment of the FY 2024 General Appropriations Act (GAA) pursuant to Sec 7.6 of the Updated 2016 Revised IRR of RA No. 9184 and the provisions under GPPB Circular 06-2019 dated 17 July 2019.
- For further information, you can contact the BAC Secretariat c/o Ms. Regine S. Junio at 09206768109 or 85232950 and email address at bacsec@marina.gov.ph from 9:00 A.M. to 4:00 P.M., Monday to Friday.
- 13. You may visit the following websites:

For downloading of Bidding Documents: www.marina.gov.ph https://www.philgeps.gov.ph

Atty. SHARON D. ALEDO Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Maritime Industry Authority wishes to receive Bids for the PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA), with Public Bidding No. 2023-04.

The Procurement Project (referred to herein as "Project") is composed of various Information and Communications Technology(ICT) equipment (one lot), the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Approved Budget for the Contract (ABC) is One Hundred Thirty-Four Million Pesos (Php134,000,000.00), inclusive of VAT and other applicable government taxes to be charged against the National Expenditure Program FY 2024.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its Updated 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 Updated 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 Updated 2016 Revised IRR of RA No.9184, the Bidder shall have a Single Largest Completed Contract (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:
 - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the Updated 2016 Revised 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

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, 20th St corner Bonifacio Drive Port Area Manila 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 three (3) 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 Updated 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.

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 **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 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 ninety (90) days from 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 of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time at its physical address 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 Updated 2016 Revised IRR of RA No. 9184 shall prevail.

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 Updated 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 15 shall 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 Updated 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:

One Project, having several items in one (1) lot, which shall be awarded as a single 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 Updated 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 items participated in by the prospective Bidder.

20. Post-Qualification

20.1. 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 Updated 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	
1.1	The Procuring Entity is – Maritime Industry Authority
	The name of the Contract is Procurement of Various Information and Communications Technology (ICT) Equipment for the Maritime Industry Authority (Marina)
	The identification number of the Contract is Public Bidding No. 2023-04.
1.2	The Funding Source is: National Expenditure Program (NEP) FY 2024 in the amount of One Hundred Thirty-Four Million Pesos (Php134,000,000.00), inclusive of VAT and other applicable government taxes.
	The name of the Project is: Procurement of Various Information and Communications Technology (ICT) Equipment for the Maritime Industry Authority (Marina)
	The bidding shall be considered as one (1) lot.
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and delivery of ICT Equipment
	 b. Completed within the period of three (3) years prior to the deadline for the submission and receipt of bids.
5.5	The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:
	NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.
	The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
7	Subcontracting is not allowed.
9.1	MARINA will hold a pre-bid conference for this Project on 07 December 2023, 2:00 P.M. at 7th Floor, Hearing Room, MARINA Central Office, Port Area, Manila
10.1	The Procuring Entity's address is:

	MARINA Bldg. 20th Street Corner Bonifacio Drive, Port Area,
	Manila
	Regine S. Junio BAC Secretariat 09206768109 or 85232950 bacsec@marina.gov.ph
12	The price of the Goods shall be quoted DDP Manila 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 Php2,680,000.00 (two percent (2%) of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; and
	b. The amount of not less than Php6,700,000.00 (five percent (5%) of ABC) if bid security is in Surety Bond.
15	Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.
	The duplicates-i.e. copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.
19.3	No further instruction.
20.1	 Bidder shall submit the following: a. Tax Clearance; b. Latest Tax Returns. Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. The latest Income and Business Tax Returns and those within the last six months preceding the date of bid submission; c. Certificate of PhilGEPS Registration; d. Other appropriate licenses and permits required by law and stated in the bidding documents; such as Mayor's Permit and SEC Registration; and e. Copy of Certificate of Completion or Certificate of Acceptance of the Single Largest Completed Contract (SLCC) and completed contracts
	In case two or more bidders are determined and declared as the Lowest Calculated Responsive Bidder (LCRB) or Highest Rated Responsive Bidder (HRRB), the BAC will adopt the GPPB Circular No. 06-2005 dated August 5, 2005. The procuring entity shall use the "draw lots system" to break the tie.

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 Updated 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 Updated 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 Updated 2016 Revised 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 than prior to the 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 Updated 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 Project. 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 Updated 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.

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.

7. Bidder's Qualifications

- 7.1 Bidders must be in the ICT business for at least ten (10) years.
- 7.2 The brand of the servers, desktops, and laptops must be Energy Star compliant.
- 7.3 The supplier must be an authorized reseller of the servers, desktop, and laptop brands except for Laptop (For Division Chiefs and Directors) & Laptop (For Programmers) being offered and must submit a certification from the manufacturer. *(to be submitted as part of the bid)*
- 7.4 Bidders must have regional presence for desktop and laptop *(items 1 to 5 of the deliverables)* and must submit a list of their Authorized Repair Service Centers in all regions with the address and name of the contact person. (*to be submitted as part of the bid*).
 - MRO I and II La Union
 - MRO IV Batangas
 - MRO V Legaspi
 - MRO VI- Iloilo
 - MRO VII- Cebu
 - MRO VIII- Tacloban
 - MRO IX- Zamboanga
 - MRO X- Cagayan de Oro
 - MRO XI- Davao
 - MRO XII- General Santos
 - MRO XIII-Butuan
 - Where there is none in a region, indicate the nearest Service Center in the adjoining region
- 7.5 The memorandum of agreement, contract, or memorandum of understanding of the bidder and their authorized repair/service center in all regions must be submitted as part of the bid.

7.6 The bidder must provide a certificate from the manufacturer that the Operating System installed is Genuine OS

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 [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Terms of Delivery The various ICT equipment must be delivered within one hundred and twenty (120) days, upon receipt of the Notice to Proceed (NTP), to MARINA Central Office and Regional Offices. (as included in below table)
	Equipment 1 & 2 IV V VI VII VII IX X XII XIII CENTION OFFICE All-in-One 31
	Desktop 13 39 19 28 40 33 20 21 22 18 16 481
	High-end 5 Desktop for Production (Video and Graphics Design)
	Laptop 2 2 2 2 2 2 2 2 2 2 2 40 Laptop for
	Production (Video and Graphics Design)
	Laptop (For 2 2 2 2 2 2 2 2 2 2 2 44 Division Chiefs and Directors)
	Laptop (For Programmers) 10
	Tablet (For 2 3 3 8 8 8 3 3 3 3 13 Engineers) Image: Constraint of the second seco
	Tablet (For Top-Level Executives) 5
	Server 8 typerconverged 1
	Infrastructure . Solution . Firewall 1 Security .
	Appliance1946264052452728292523642Total ICT equipment to be delivered to MROs and CO1946264052452728292523642
	 Delivery should be made within office hours and on regular working days on or before the stipulated date in the contract unless otherwise specified for a valid reason why the same cannot be complied with.

	onfidentiality
	 Each party (the "Receiving Party") agrees to keep strictly confidential all data, information, and documents obtained from the other party (the "Disclosing Party") such as, but not limited to, the terms of an Agreement, technical information and know-how, and other information provided by the Disclosing Party to the Receiving Party during the course of the negotiations and performance of an Agreement, whether or not such is labeled as "confidential" or "proprietary" (the "Information").
	2. Neither party may disclose the Information to any third party, or to any of its employees, agents, officers and representatives, except on a need-to-know basis, except upon written consent by the Disclosing Party, or pursuant to an applicable law or order from a competent court or regulatory body; provided, that in the event of a legally-mandated disclosure, the Receiving Party shall first inform the Disclosing Party in writing of such order or requirement at least three (3) days prior to the intended date of disclosure.
M	aintenance and Technical Support
	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.
Pa	ayment Terms
	The payment shall be made upon issuance of Billing Statement on a Bank-to-Bank- basis. Automatic Debit Arrangement (ADA) though Land Bank of the Philippines (LBP) facilities, for other Commercial bank, applicable bank charges shall be for the account of the winning bidder. The winning bidder shall submit bank details together with the billing statement/invoice for ready reference.
Li	iquidated Damages
	MARINA shall impose a penalty of 1/10 of 1% of the total value of the undelivered requirements for each day of delay as liquidated damages after specified allowable number of days to deliver/activate

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 (MARINA Central Office and Regional Offices).

Lot Number	Desc	rip	tior	1		Q	luai	ntity	/		Т	ota		Delivered, Weeks/Month s
1	PROCUR VAF INFORM/ COMMUI TECHNO EQUI FOR THE INDU AUTH (MA	RIO ATI NIC LO PM M M JST HOF	US ON ATI GY EN EN ARI TRY RITY	ANI ON (IC ⁻ T TIM	D S T)									The various ICT equipment must be delivered
	ICT	MRO	MRO	MRO	MRO	MRO	MRO	MRO	MRO	MRO	MRO	MRO	MAICHA	within one hundred and
	Equipment	1&2	IV	V	VI	VII	VIII	IX	х	XI	XII	XIII	CHNTRAL CHTRAL CHTROS	twenty (120)
	All-in-One Desktop												31	days/ sixteen
	Desktop High-end	13	39	19	28	40	33	20	21	22	18	16	481 5	(16)
	Desktop for Production (Video and Graphics Design)													weeks/four (4) months, upon
	Laptop	2	2	2	2	2	2	2	2	2	2	2	40	receipt of the
	Laptop for Production (Video and Graphics Design)												3	Notice to Proceed
	Laptop (For Division Chiefs and Directors)	2	2	2	2	2	2	2	2	2	2	2	44	(NTP), to MARINA Central Office
	Laptop (For Programmers)												10	
	Tablet (For Engineers)	2	3	3	8	8	8	3	3	3	3	3	13	and Regional Offices
	Tablet (For Top-Level												5	
	Executives) Server												8	
	Hyperconverged Infrastructure Solution												1	
	Solution Firewall Security												1	
	Appliance Total ICT equipment to be delivered to MROs and CO	19	46	26	40	52	45	27	28	29	25	23	642	

Section VII. Technical Specifications

Technical Specifications

Technical Specifications

Listed below are the minimum standard specifications for the PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

QTY	SPECIFICATIONS	Statement of
		Compliance
QTY Thirty-O ne (31) pcs.	 All-In-One Desktop Processor: Core i7 13700 2.4 GHz, 14C 20T Memory: 16 GB DDR5 5200 SODIMM Graphics: Integrated Graphics Storage: 1 TB SSD M.2 2280 PCIe Gen4 TLC Opal Display Type: must be a 23.8" FHD, Anti-Glare,250 Nits Integrated Ethernet 5M Camera BK Dual Microphone 2x3 Internal Speaker Monitor Stand BK HDMI port Ports: 1 USB-C 2.0 (supports data transfer, Power Delivery 3.0) 1 USB 2.0 2 USB-C 3.2 Gen 2 1 USB 3.2 Gen 2(Supports Smart Power- On) 1 HDMI-in 1.4 1 HDMI-out 2.1 TMDS 1 headphone/microphone combo Jack USB Keyboard Black USB Mouse Black Intel Wi-Fi 6 AX201 2x2 AX & Bluetooth 5.1 Must have recovery capability in a separate partition Must have F11 key or equivalent access to System Recovery Components (CPU, Keyboard, Mouse, Monitor) should be of the same brand Format hard disk in the manner of 40% for the system disk and 60% data disk 	[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
	- With 650VA UPS - With installed Licensed MS Office Home and Business Edition 2021 - With installed Licensed Microsoft Windows 11 Po 64	Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation,

- With installed Licensed Anti-virus (3 years subscription, must be compatible with MARINA's existing Anti-virus)	post-qualification or the execution of the Contract may be
 Operating Systems Supported : (Windows: XP SP 2 / Vista / Windows 7 / Windows 8 / Windows 	regarded as fraudulent and render the Bidder
8.1 / Windows 10 / 2000 (Workstation) [All 32-bit and 64-bit Editions]) (Linux: RHEL 4 and above /	or supplier liable for prosecution subject to
CentOS 5.10 and above / SLES 10 SP3 and above / Debian 4.0 and above / openSuSe 10.1 and above	the applicable laws and issuances.]
Fedora 5.0 and above /Ubuntu 6.06 and above [All	
32-bit and 64-bit Editions]) (MacOS: OS X Snow Leopard (10.6 or later) / OS X Lion (10.7 or later) /	
OS X Mountain Lion (10.8 or later) / OS X Mavericks (10.9 or later)/ OS X Yosemit (10.10 or	
later) / OS X El Capitan (10.11 or later) / macOS Sierra (10.12 or later)/ macOS High Sierra (10.13 or	
later)	
 Dedicated engine for Ransomware detection and blocking. 	
 Ransomware protection must have the following checking process: 	
oReserve check oBehavioral check	
oResources check	
o Signature check o File check	
 Patented scanning and detection technology for virus and malwares. 	
 Protection for Windows at the WinSock layer, 	
scanning thru WinSock Layer scan before it reaches to the operating system.	
 Proactive, Heuristic, and Real-time Scanning Engine (file and mail) 	
Malicious Traffic Detection and Host Intrusion Prevention System	
Domain and IP Reputation Check	
 Non-Intrusive Learning Pattern Cloud Security: Centralized definition updates thru cloud 	
 Scheduled and On-demand Scanning 	
 Configurable scanning priority (high, medium, and low) 	
 Configurable to set background scanning Customizable actions on malware of infected file 	
(clean, quarantine, and delete)	
 Ability to block attachments on Instant Messengers Website that capable to upload and analyze 	
otential malware or virus ●Mail Anti-Virus & Anti-Spam Protection	
Mail Gateway Anti-Spam and Content Security	
 Capable to allow and block URL or website access based on database of pre-defined category 	
or end-user customized category	

 Allow and block URL or website access based on scheduled time Product should be able to allow customized web security policies in per user and per group Easy configuration for block all sites with allowed particular websites only Anti-phishing filter for websites based in intelligent heuristics Product should have cloud intelligence capabilities for understanding and blocking malicious URLs Device and Application Control Privacy Protection and Maintenance Rescue and Recovery Utilities User Defined File and Folder Protection (Network Protection) Unified Management Console Reporting Asset Management and Patch Management Certifications: VB 100 Virus Definition, AV Test, AV Comparatives Warranty: Three (3) years on parts and service (For the duration of the warranty period, the call-back response time (which may be through email, phone, or online support) shall be guaranteed within two (2) hours upon notification. On-site support shall be provided for the delivered items deployed in the Marina Central Office within the text being day for some of the marinal Office within the
next business day from verbal or written notification. - Provision of Service Units: Units that cannot be repaired within five (5) days shall be immediately replaced with a service unit of similar or higher specifications.
SevenDesktop[Bidders must state]Hundredhere either "Comply"
Fifty-Processor: Core i7 13700 (2.1 GHz, 16C 24or "Not Comply" against each of the
(750) Threads <i>individual parameters</i>
pcsMemory: 16 GB DDR4 3200 UDIMMof each Specification-Graphics: Integrated Graphicsstating the
- Storage: One (1) 1TB 2280 M.2 PCIe 4x4 corresponding performance parameter
NVMe TLC SSDperformance parameter- Display Type: must be a 23.8" FHD,of the equipmentoffered. Statements of
Anti-Glare, 250 Nits "Comply" or "Not
 Integrated Gigabit Ethernet Integrated Intel AX211 Wi-Fi 6E 160 MHz Comply" must be supported by evidence
+Bluetooth 5.3 WW WLAN <i>in a Bidders Bid and</i>
- Integrated Speaker Ports (Front):
 Points (Front). 1 headphone/microphone combo; shall be in the form of manufacturer's

	 1 SuperSpeed USB Type-C® 10Gbps signaling rate; 	unconditional statements of specification and
	 3 SuperSpeed USB Type-A 10Gbps signaling rate; 	compliance issued by the manufacturer, samples, independent
-	Ports (Rear):	test data etc., as
	• 1 audio-out; 1 power connector;	appropriate. A statement that is not
	• 1 RJ-45; 1 HDMI 1.4;	supported by evidence or is subsequently found
	 3 SuperSpeed USB Type-A 5Gbps signaling rate; 	to be contradicted by the evidence presented will render the Bid
	● 1 DisplayPort™ 1.4;	under evaluation liable for rejection. A
	 2 USB Type-A 480Mbps signaling rate 	statement either in the Bidder's statement of compliance or the
-	USB Keyboard Black USB OPTICAL Mouse Black Must be 180 W internal power supply, up to 90% efficiency, active PFC; 240 W internal power supply, up to 92% efficiency, active PFC Security Features: • TPM 2.0 Embedded Security Chip	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
	• Can protect your PC with browser-based threat containment, AI-based malware scanning, anti-phishing credential protection. No more than 5% of CPU utilization with application and services present and protects against never-before-seen attacks.	prosecution subject to the applicable laws and issuances.]
	• Can offer remote management tools that has an innovative way to empower remote administrator and local present administrator to remotely manage PC bios settings to serve the user quickly and securely.	
	• Must have an ecosystem of protection to help defend the PC, including automated protections, customizable safeguards, and easy manageability that guards against PC attacks without interrupting employee productivity.	
	 must have a BIOS-level feature that protects data by permanently destroying sensitive information from hard drives and solid-state drives, ensuring the deleted 	

information can never be recovered or compromised.	
 Must have recovery capability in a separate partition 	
 Must provide recovery CD/DVD (Operating System, Drivers, and other necessary 	
recovery installers used) Must have F11 key or equivalent access to System Recovery 	
- Components (CPU, Keyboard, Mouse, Monitor) should be of the same brand	
 Format hard disk in the manner of 40% for the system disk and 60% data disk 	
 With 650VA UPS With installed Licensed MS Office Home and 	
Business Edition 2021 - With installed Licensed Microsoft Windows 11	
Po 64 - With installed Licensed Anti-virus (3 years	
subscription, must be compatible with MARINA's existing Anti-virus)	
 Operating Systems Supported : (Windows: XP SP 2 / Vista / Windows 7 / Windows 8 / 	
Windows 8.1 / Windows 10 / 2000 (Workstation) [All 32-bit and 64-bit	
Editions])(Linux: RHEL 4 and above / CentOS 5.10 and above / SLES 10 SP3	
and above / Debian 4.0 and above / openSuSe 10.1 and above Fedora 5.0 and	
above /Ubuntu 6.06 and above [All 32-bit and 64-bit Editions]) (MacOS: OS X Snow	
Leopard (10.6 or later) / OS X Lion (10.7 or later) / OS X Mountain Lion (10.8 or later) / OS X Mavericks (10.9 or later)/ OS	
X Yosemit (10.10 or later) / OS X El Capitan (10.11 or later) / macOS Sierra	
(10.12 or later)/ macOS High Sierra (10.13 or later)	
 Dedicated engine for Ransomware detection and blocking. 	
 Ransomware protection must have the following checking process: 	
o Reserve check	
o Behavioral check	
o Resources check	

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	o Signature check
	o File check
	 Patented scanning and detection technology for virus and malwares.
	 Protection for Windows at the WinSock layer, scanning thru WinSock Layer scan before it reaches to the operating system.
	 Proactive, Heuristic, and Real-time Scanning Engine (file and mail)
	 Malicious Traffic Detection and Host Intrusion Prevention System
	Domain and IP Reputation Check
	 Non-Intrusive Learning Pattern
	 Cloud Security: Centralized definition updates thru cloud
	 Scheduled and On-demand Scanning
	 Configurable scanning priority (high, medium, and low)
	 Configurable to set background scanning
	 Customizable actions on malware of infected file (clean, quarantine, and delete)
	 Ability to block attachments on Instant Messengers
	 Website that capable to upload and analyze potential malware or virus
	 Incoming and outgoing emails scanning for spam and phishing emails with artificial intelligence and machine learning support. Scanning must covered standard and SSL mail ports.
	 Support for the following filtering layers: o Customizable word/phrase filtering
	o Mail Non-Intrusive Learning Pattern
	o Email Header and X-Spam Rules Checking
	o SPF Checking

		
	o SURBL & RBL (pre-defined and customizable) checking	
	Blocking of attachments based on type (pre-defined and customizable with wildcard support) Archival of Mail and Attachments with archived mail viewer. Product should be able to take actions on malicious emails based on user defined actions. Customizable alert notifications for various evel of events in like of virus outbreak and data theft. Customizable actions for spam/phishing emails. Able to tag spam mails in subject line with SPAM for considered spam mails.	
•	Mail Gateway Anti-Spam and Content Security	
•	Capable to allow and block URL or website access based on database of pre-defined category or end-user customized category	
•	Allow and block URL or website access based on scheduled time	
•	Product should be able to allow customized web security policies in per user and per group	
•	Easy configuration for block all sites with allowed particular websites only	
•	Anti-phishing filter for websites based in intelligent heuristics	
•	Product should have cloud intelligence capabilities for understanding and blocking malicious URLs	
•	Device and Application Control	
•	Privacy Protection and Maintenance	
•	Rescue and Recovery Utilities	
•	User Defined File and Folder Protection (Network Protection)	
•	Unified Management Console	

	Reporting	
	 Asset Management and Patch Management 	
	 Certifications: VB 100 Virus Definition, AV Test, AV Comparatives 	
	 Warranty: Three (3) years on parts and service (For the duration of the warranty period, the call-back response time (which may be through email, phone, or online support) shall be guaranteed within two (2) hours upon notification. On-site support shall be provided for the delivered items deployed in the Marina Central Office within the next business day from verbal or written notification. Provision of Service Units: Units that cannot be repaired within five (5) days shall be immediately replaced with a service unit of 	
	similar or higher specifications.	
Five (5)	High-end Desktop for Production (Video and	[Bidders must state
pcs.	Graphics Design)	here either "Comply"
		or "Not Comply" against each of the
	 Processor : 13th Gen Intel Core i9 13900 vPro (E-cores up to 4.20 GHz P-cores up to 5.20 GHz) Memory: Two (2) 16 GB DDR5 4000MHz SODIMM Graphics: NVIDIA RTX A2000 12GB GDDR6 Storage: One (1) 1 TB SSD M.2 2280 PCIe Gen4 TLC Opal One (1) 256 GB SSD M.2 2280 PCIe Gen4 TLC Opal 	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
	 Display Type: must be a 23.8" FHD, Anti-Glare, 250 Nits 	evidence. Evidence
	 Integrated Ethernet Single Speaker Ports 5x USB 3.2 Gen 2 2x Thunderbolt 4 3x Display port 1.2 1x Ethernet (2.5GbE RJ-45) 1x Ethernet (GbE RJ-45) 1x headphone/microphone combo jack 	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
	Power Supply 230W	appropriate. A statement that is not
	 USB Keyboard Black USB Mouse Black 	supported by evidence
	 - USB Mouse Black - Intel Wi-Fi 6 AX201 2x2 AX & Bluetooth 5.1 	or is subsequently found to be contradicted by the evidence presented

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	 Feature:Self-Healing BIOS Must have recovery capability in a separate partition Must provide recovery CD/DVD (Operating System, Drivers, and other necessary recovery installers used) Must have F11 key or equivalent access to System Recovery Components (CPU, Keyboard, Mouse, Monitor) should be of the same brand Format hard disk in the manner of 40% for the system disk and 60% data disk With 650VA UPS With installed Licensed MS Office Home and Business Edition 2021 With installed Licensed Microsoft Windows 11 Po 64 With installed Licensed Anti-virus (3 years subscription, must be compatible with MARINA's existing Anti-virus) Operating Systems Supported : (Windows: XP SP 2 / Vista / Windows 7 / Windows 8 / Windows 8.1 / Windows 10 / 2000 (Workstation) [All 32-bit and 64-bit Editions]) (Linux: RHEL 4 and above / CentOS 5.10 and above / SLES 10 SP3 and above / Debian 4.0 and above / openSuSe 10.1 and above Fedora 5.0 and above / Ubuntu 6.06 and above [All 32-bit and 64-bit Editions]) (MacOS: OS X Snow Leopard (10.6 or later) / OS X Lion (10.7 or later) / OS X Mountain Lion (10.8 or later) / OS X Mourtain Lion (10.8 or later) / OS X Mavericks (10.9 or later)/ OS X Yosemit (10.10 or later) / OS X El Capitan (10.11 or later) / MacOS Sierra (10.12 or later)/ macOS High Sierra (10.13 or later) Dedicated engine for Ransomware detection and blocking. Ransomware protection must have the 	will render the Bid under evaluation liable for rejection. A statement either in the Bidder's 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.]
	or later)Dedicated engine for Ransomware	
	 Ransomware protection must have the following checking process: 	
	o Reserve check	
	o Behavioral check	
	o Resources check	
	o Signature check	
L I		1

o	File check	
•	Patented scanning and detection technology for virus and malwares.	
•	Protection for Windows at the WinSock layer, scanning thru WinSock Layer scan before it reaches to the operating system.	
•	Proactive, Heuristic, and Real-time Scanning Engine (file and mail)	
•	Malicious Traffic Detection and Host Intrusion Prevention System	
•	Domain and IP Reputation Check	
•	Non-Intrusive Learning Pattern	
•	Cloud Security: Centralized definition updates thru cloud	
•	Scheduled and On-demand Scanning	
•	Configurable scanning priority (high, medium, and low)	
•	Configurable to set background scanning	
•	Customizable actions on malware of infected file (clean, quarantine, and delete)	
•	Ability to block attachments on Instant Messengers	
•	Website that capable to upload and analyze potential malware or virus	
•	Incoming and outgoing emails scanning for spam and phishing emails with artificial intelligence and machine learning support. Scanning must covered standard and SSL mail ports.	
•	Support for the following filtering layers: o Customizable word/phrase filtering	
	o Mail Non-Intrusive Learning Pattern	
	o Email Header and X-Spam Rules Checking	
	o SPF Checking	
	o SURBL & RBL (pre-defined and customizable) checking	

 Blocking of attachments based on type (pre-defined and customizable with wildcard support) Archival of Mail and Attachments with archived mail viewer. Product should be able to take actions on malicious emails based on user defined actions. Customizable alert notifications for various level of events in like of virus outbreak and data theft. Customizable actions for spam/phishing emails. Able to tag spam mails in subject line with SPAM for considered spam mails. 	
 Mail Gateway Anti-Spam and Content Security 	
 Capable to allow and block URL or website access based on database of pre-defined category or end-user customized category 	
 Allow and block URL or website access based on scheduled time 	
 Product should be able to allow customized web security policies in per user and per group 	
 Easy configuration for block all sites with allowed particular websites only 	
 Anti-phishing filter for websites based in intelligent heuristics 	
 Product should have cloud intelligence capabilities for understanding and blocking malicious URLs 	
Device and Application Control	
Privacy Protection and Maintenance	
Rescue and Recovery Utilities	
 User Defined File and Folder Protection (Network Protection) 	
Unified Management Console	
Reporting	

	-	 Asset Management and Patch Management Certifications: VB 100 Virus Definition, AV Test, AV Comparative Warranty: Three (3) years on parts and service (For the duration of the warranty period, the call-back response time (which may be through email, phone, or online support) shall be guaranteed within two (2) hours upon notification. On-site support shall be provided for the delivered items deployed in the Marina Central Office within the next business day from verbal or written notification. Provision of Service Units: Units that cannot be repaired within five (5) days shall be immediately replaced with a service unit of similar or higher specifications. 	
Sixty Two (62) pcs.	Laptop	Processor: 13 th Gen Intel Core i7 1355U (E-cores up to 3.70 GHz P-cores up to 5.00 GHz) Memory: 16 GB DDR4 3200MHz (8GB Soldered + 8 GB SODIMM) Graphics: Integrated Intel Iris Xe Graphics Storage: One (1) 1 TB SSD M.2 2242 PCIe Gen4 TLC Opal 14"WUXGA (1920 x 1200), IPS, Anti-Glare, Non-Touch, 45%NTSc, 300 nits 60Hz, Narrow Bezel Ethernet port 720P HD RGB camera with microphone, with Privacy Shutter Speaker: 2x 2W Stereo Speaker(Internal) 1x USB-C 3.2 Gen 2 (supports data transfer, Power Delivery 3.0 and DisplayPort 1.4) 1x Thunderbolt 4/USB 4 40Gbps (support data transfer, Power Delivery 3.0 and Display Port 1.4) 1x USB 3.2 Gen 1 (Always On) 1x Ethernet (RJ-45) 1x HDMI 2.1, up to 4k/60Hz 1x headphone/microphone combo jack (3.5mm) Backlit, Black Painting Intel Wi-Fi 6 AX201 2x2 AX & Bluetooth 5.1 With Fingerprint Reader	[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

 3 Cell Li- Polymer 47Wh 65W USB-C Low Cost 90% PCC 3pin AC Adapter Feature: Self-Healing BIOS Must have recovery capability in a separate partition Must provide recovery CD/DVD (Operating System, Drivers, and other necessary recovery installers used) Must have F11 key or equivalent access to System Recovery Format hard disk in the manner of 40% for the system disk and 60% data disk With installed Licensed MS Office Home and Business Edition 2021 	under evaluation liable for rejection. A statement either in the Bidder's 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
 With installed Licensed Microsoft Windows 11 Po 64 With installed Licensed Anti-virus (3 years subscription, must be compatible with MARINA's existing Anti-virus) Operating Systems Supported : (Windows: XP SP 2 / Vista / Windows 7 / Windows 8 / Windows 8.1 / Windows 10 / 2000 (Workstation) [All 32-bit and 64-bit Editions]) (Linux: RHEL 4 and above / CentOS 5.10 and above / SLES 10 SP3 and above / Debian 4.0 and above / OpenSuSe 10.1 and above Fedora 5.0 and above /Ubuntu 6.06 and above [All 32-bit and 64-bit Editions]) (MacOS: OS X Snow Leopard (10.6 or later) / OS X Lion (10.7 or later) / OS X Mountain Lion (10.8 or later) / OS X Mavericks (10.9 or later)/ OS X Yosemit (10.10 or later) / OS X El Capitan (10.11 or later) / macOS Sierra (10.12 or later)/ macOS High Sierra (10.13 or later) 	
 Dedicated engine for Ransomware detection and blocking. 	
 Ransomware protection must have the following checking process: 	
o Reserve check	
o Behavioral check	
o Resources check	
o Signature check	

o File check	
 Patented scanning and detection technology for virus and malwares. 	
 Protection for Windows at the WinSock layer, scanning thru WinSock Layer scan before it reaches to the operating system. 	
 Proactive, Heuristic, and Real-time Scanning Engine (file and mail) 	
 Malicious Traffic Detection and Host Intrusion Prevention System 	
Domain and IP Reputation Check	
Non-Intrusive Learning Pattern	
 Cloud Security: Centralized definition updates thru cloud 	
Scheduled and On-demand Scanning	
 Configurable scanning priority (high, medium, and low) 	
Configurable to set background scanning	
 Customizable actions on malware of infected file (clean, quarantine, and delete) 	
 Ability to block attachments on Instant Messengers 	
 Website that capable to upload and analyze potential malware or virus 	
 Incoming and outgoing emails scanning for spam and phishing emails with artificial intelligence and machine learning support. Scanning must covered standard and SSL mail ports. 	
 Support for the following filtering layers: o Customizable word/phrase filtering 	
o Mail Non-Intrusive Learning Pattern	
o Email Header and X-Spam Rules Checking	
o SPF Checking	
o SURBL & RBL (pre-defined and customizable) checking	

	Blocking of attachments based on type (pre-defined and customizable with wildcard support) Archival of Mail and Attachments with archived mail viewer. Product should be able to take actions on malicious emails based on user defined actions. Customizable alert notifications for various level of events in like of virus outbreak and data theft. Customizable actions for spam/phishing emails. Able to tag spam mails in subject line with SPAM for considered spam mails.	
•	Mail Gateway Anti-Spam and Content Security	
•	Capable to allow and block URL or website access based on database of pre-defined category or end-user customized category	
•	Allow and block URL or website access based on scheduled time	
•	Product should be able to allow customized web security policies in per user and per group	
•	Easy configuration for block all sites with allowed particular websites only	
•	Anti-phishing filter for websites based in in intelligent heuristics	
•	Product should have cloud intelligence capabilities for understanding and blocking malicious URLs	
•	Device and Application Control	
•	Privacy Protection and Maintenance	
•	Rescue and Recovery Utilities	
•	User Defined File and Folder Protection (Network Protection)	
•	Unified Management Console	
•	Reporting	

	 Asset Management and Patch Management 	
	Management	
	 Certifications: VB 100 Virus Definition, AV Test, AV Comparatives 	
	 Warranty: Three (3) years on parts and service, except for batteries, which are one (1) year. (For the duration of the warranty period, the call-back response time (which may be through email, phone, or online support) shall be guaranteed within two (2) hours upon notification. On-site support shall be provided for the delivered items deployed in the Marina Central Office within the next business day from verbal or written notification. Provision of Service Units: Units that cannot be repaired within five (5) days shall be immediately replaced with a service unit of similar or higher specifications. 	
Three (3)	Laptop for Production (Video and Graphics Design)	[Bidders must state
pcs.	 Processor: 13th Gen Intel Core i9 13950HX (E-cores up to 4.00 GHz P-cores up to 5.50 GHz) Memory: 32 GB DDR5 5600MHz (SODIMM) (2x16GB) Graphics: Integrated Intel UHD Graphics Storage: One (1) 1 TB SSD M.2 2280 PCIe Gen4 TLC Opal 16"WUXGA (1920 x 1200), IPS, Anti-Glare, Non-Touch, 100%RGB, 300 nits 60Hz, Low Blue Light Ethernet port 1080P FHD RGB camera with microphone, with Privacy Shutter Speaker: 2X 2W Stereo Speaker(Internal) 1x USB-C 3.2 Gen 2 (supports data transfer and Power Delivery 3.0) 2x Thunderbolt 4/USB 4 40Gbps (support data transfer, Power Delivery 3.0 and Display Port 1.4) 2x USB 3.2 Gen 1 (one Always On) 1x HDMI 2.1 1x Card reader 1x headphone/microphone combo jack 	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
	(3.5mm)	or is subsequently found
	- Backlit, Numeric Keypad	to be contradicted by

 Intel Wi-Fi 6E AX211 2x2 AX & Bluetooth 5.1 With Fingerprint Reader 3 Cell Li- Polymer 94Wh 170W Slim 30% PCC 3pin AC Adapter Feature: Self-Healing Bios Must have recovery capability in a separate partition Must provide recovery CD/DVD (Operating System, Drivers, and other necessary recovery installers used) Must have F11 key or equivalent access to System Recovery Format hard disk in the manner of 40% for the system disk and 60% data disk With installed Licensed MS Office Home and Business Edition 2021 With installed Licensed Microsoft Windows 11 Po 64 With installed Licensed Anti-virus (3 years subscription, must be compatible with MARINA's existing Anti-virus) Operating Systems Supported : (Windows: XP SP 2 / Vista / Windows 10 / 2000 (Workstation) [All 32-bit and 64-bit Editions]) (Linux: RHEL 4 and above / CentOS 5.10 and above / SLES 10 SP3 and above / Debian 4.0 and above / open SuSe 10.1 and above Fedora 5.0 and above / Ubuntu 6.06 and above [All 32-bit and 64-bit Editions]) (MacOS: OS X Snow Leopard (10.6 or later) / OS X Lion (10.7 or later) / OS X Mountain Lion (10.8 or later) / OS X Mavericks (10.9 or later)/ OS X Yosemit (10.10 or later) / OS X El Capitan (10.11 or later) / MacOS Sierra (10.12 or later) / macOS High Sierra (10.13 or later) 	the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's 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.]
 Dedicated engine for Ransomware detection and blocking. 	
 Ransomware protection must have the following checking process: 	
o Reserve check	
o Behavioral check	
o Resources check	

I	o. Signature check
	o Signature check
	o File check
	 Patented scanning and detection technology for virus and malwares.
	 Protection for Windows at the WinSock layer, scanning thru WinSock Layer scan before it reaches to the operating system.
	 Proactive, Heuristic, and Real-time Scanning Engine (file and mail)
	 Malicious Traffic Detection and Host Intrusion Prevention System
	 Domain and IP Reputation Check
	Non-Intrusive Learning Pattern
	 Cloud Security: Centralized definition updates thru cloud
	 Scheduled and On-demand Scanning
	 Configurable scanning priority (high, medium, and low)
	 Configurable to set background scanning
	 Customizable actions on malware of infected file (clean, quarantine, and delete)
	 Ability to block attachments on Instant Messengers
	 Website that capable to upload and analyze potential malware or virus
	 Incoming and outgoing emails scanning for spam and phishing emails with artificial intelligence and machine learning support. Scanning must covered standard and SSL mail ports.
	 Support for the following filtering layers: Customizable word/phrase filtering
	o Mail Non-Intrusive Learning Pattern
	o Email Header and X-Spam Rules Checking
	o SPF Checking

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	o SURBL & RBL (pre-defined and customizable) checking
	 Blocking of attachments based on type (pre-defined and customizable with wildcard support) Archival of Mail and Attachments with archived mail viewer. Product should be able to take actions on malicious emails based on user defined actions. Customizable alert notifications for various level of events in like of virus outbreak and data theft. Customizable actions for spam/phishing emails. Able to tag spam mails in subject line with SPAM for considered spam mails.
	 Mail Gateway Anti-Spam and Content Security
	 Capable to allow and block URL or website access based on database of pre-defined category or end-user customized category
	 Allow and block URL or website access based on scheduled time
	 Product should be able to allow customized web security policies in per user and per group
	 Easy configuration for block all sites with allowed particular websites only
	 Anti-phishing filter for websites based in intelligent heuristics
	 Product should have cloud intelligence capabilities for understanding and blocking malicious URLs
	Device and Application Control
	Privacy Protection and Maintenance
	Rescue and Recovery Utilities
	 User Defined File and Folder Protection (Network Protection)
	Unified Management Console

	Dement	
	Reporting	
	 Asset Management and Patch Management 	
	 Certifications: VB 100 Virus Definition, AV Test, AV Comparatives 	
	 Warranty: Three (3) years on parts and service, except for batteries, which are one (1) year. (For the duration of the warranty period, the call-back response time (which may be through email, phone, or online support) shall be guaranteed within two (2) hours upon notification. On-site support shall be provided for the delivered items deployed in the Marina Central Office within the next business day from verbal or written notification. Provision of Service Units: Units that cannot be repaired within five (5) days shall be immediately replaced with a service unit of similar or higher specifications. 	
Sixty oix	Lenten (For Division Chiefe and Directore)	[Diddows must state
Sixty-six (66) pcs.	Laptop (For Division Chiefs and Directors) 8-Core CPU 7-Core GPU 8GB Unified Memory 256GB SSD Storage footnote 16-core Neural Engine 13-inch Retina display with True Tone Wireless Wi-Fi Wi-Fi 6 (802.11ax) IEEE 802.11a/b/g/n/ac compatible Bluetooth Bluetooth 720p FaceTime HD camera Advanced image signal processor with computational video Display Support Simultaneously supports full native resolution on the built-in display at millions	[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" 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

	of colors and: One external display with up to 6K resolution at 60Hz Thunderbolt 3 digital video output Native DisplayPort output over USB-C Audio Stereo speakers Wide stereo sound Support for Dolby Atmos playback Three-mic array with directional beamforming 3.5mm headphone jack Two Thunderbolt / USB 4 ports Magic Keyboard with Touch ID Force Touch trackpad 30W USB-C Power Adapter Licensed MS Office Home and Business Edition 2021 for Mac Warranty: One (1) year on parts and service On-Site for the Central Office, Carry-in for the Regional Offices	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 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.]
Ten (10) pcs.	Laptop (For Programmers) - 10-core CPU - 16-core GPU - 16GB unified memory - 14-inch Liquid Retina XDR display - Apple M2 Pro chip or Apple M2 Max chip - 1TB storage - Liquid Retina XDR display - 1080p FaceTime HD camera - Up to 18 hours battery life - Touch ID - Apple M2 Pro chip - Media engine - Hardware-accelerated H.264, HEVC, ProRes, and ProRes RAW	[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

	- Video decode engine	appropriate. A statement that is not
	- Video encode engine	supported by evidence
	 ProRes encode and decode engine 	or is subsequently found to be contradicted by
	- SDXC card slot	the evidence presented will render the Bid
	- HDMI port	under evaluation liable
	- MagSafe 3 port	for rejection. A statement either in the
	- Wi-Fi	Bidder's statement of compliance or the
	- Wi-Fi 6E (802.11ax) ⁵	supporting evidence that is found to be false
	- Bluetooth	either during Bid
	- Bluetooth 5.3	evaluation, post-qualification or the
		execution of the
	 High-fidelity six-speaker sound system with force-cancelling woofers 	Contract may be regarded as fraudulent and render the Bidder
	- Wide stereo sound	or supplier liable for
	 Support for Spatial Audio when playing music or video with Dolby Atmos on built-in speakers 	prosecution subject to the applicable laws and issuances.]
	 Spatial Audio with dynamic head tracking when using AirPods (3rd generation), AirPods Pro, and AirPods Max 	
	 Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming 	
	 3.5mm headphone jack with advanced support for high-impedance headphones 	
	- HDMI port supports multichannel audio output	
	- 67W USB-C Power Adapter	
	 Licensed MS Office Home and Business Edition 2021 for Mac 	
	 Warranty: One (1) year on parts and service On-Site for the Central Office, Carry-in for the Regional Offices 	
Sixty	Tablet (For Engineers)	[Bidders must state
(60) pcs.		here either "Comply"
	- Wi-Fi + Cellular, 10 th Generation	or "Not Comply" against each of the
	- Capacity : 256GB	individual parameters
	 Display: Liquid Retina display 	of each Specification stating the
		corresponding
		performance parameter

	 10.9-inch (diagonal) LED backlit Multi 	of the equipment
	Touch display with IPS technology	offered. Statements of "Comply" or "Not
	 2360-by-1640-pixel resolution at 264 pixels per inch (ppi) 	Comply" must be supported by evidence
	True Tone display	<i>in a Bidders Bid and cross-referenced to that</i>
	 500 nits brightness 	evidence. Evidence shall be in the form of
	 Fingerprint-resistant oleo phobic coating 	manufacturer's un-amended sales
	 Supports Apple Pencil (1st generation) 	literature,
	- Chip	unconditional statements of specification and
	A14 Bionic chip	compliance issued by
	6-core CPU	the manufacturer, samples, independent
	4-core graphics	test data etc., as
	16-core Neural Engine	appropriate. A statement that is not
	- Camera	supported by evidence
	• 12MP Wide camera, <i>f</i> /1.8 aperture	or is subsequently found to be contradicted by
	 Digital zoom up to 5x 	the evidence presented will render the Bid
	Five-element lens	<i>under evaluation liable</i> <i>for rejection. A</i>
	 Autofocus with Focus Pixels 	statement either in the Bidder's statement of
	 Panorama (up to 63MP) 	compliance or the
	Smart HDR 3	supporting evidence that is found to be false
	 Photo geotagging 	either during Bid evaluation,
	 Auto image stabilization 	<i>post-qualification or the execution of the</i>
	Burst mode	Contract may be regarded as fraudulent
	 Image formats captured: HEIF and JPEG 	and render the Bidder or supplier liable for
	 Video Recording 4K video recording at 24 fps, 25 fps, 30 fps, or 60 fps 	prosecution subject to the applicable laws and issuances.]
	 1080p HD video recording at 25 fps, 30 fps, or 60 fps 	
	 720p HD video recording at 30 fps or 60 fps 	
	• Slo-mo video support for 1080p at 120 fps or 240 fps	
	 Time-lapse video with stabilization 	
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 Extended dynamic range for video up to 30 fps
Video image stabilization
 Cinematic video stabilization (1080p and 720p)
Continuous autofocus video
Playback zoom
 Video formats captured: HEVC and H.264
 Cellular and Wireless Wi-Fi 6 (802.11ax) with 2x2 MIMO; speeds up to 1.2 Gbps
 Simultaneous dual band
Bluetooth 5.2
 5G NR (Bands n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n29, n30, n38, n40, n41, n48, n66, n71, n77, n78, n79)
 FDD-LTE (Bands 1, 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 21, 25, 26, 28, 29, 30, 32, 66, 71)
• TD-LTE (Bands 34, 38, 39, 40, 41, 42, 46, 48)
 UMTS/HSPA/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz)
Data only
Wi-Fi calling
● eSIM
Front Camera
 Landscape 12MP Ultra Wide camera, 122° field of view
 f/2.4 aperture
Smart HDR 3
 1080p HD video recording at 25 fps, 30 fps, or 60 fps
 Time-lapse video with stabilization
 Extended dynamic range for video up to 30 fps

	 Cinematic video stabilization (1080p and 720p) 	
	Lens correction	
	Retina Flash	
	 Auto image stabilization 	
	Burst mode	
	Video CallingFaceTime video	
	Center Stage	
	 iPad to any FaceTime-enabled device over Wi-Fi or cellular 	
	Audio CallingFaceTime audio	
	 iPad to any FaceTime-enabled device over Wi-Fi or cellular 	
	 Speakers: Landscape stereo speakers Microphone: Dual microphones for calls, video recording, and audio recording Warranty: One (1) year on parts and service On-Site for the Central Office, Carry-in for the Regional Offices 	
Five (5)	Tablet (For Top-Level Executives)	[Bidders must state
pcs.	 Wi-Fi + Cellular Capacity: 1TB With wireless computer keyboard/Magic Keyboard With wireless stylus pen accessory Size and Weight: 11-inch Wi-Fi + Cellular: 468g Display: Liquid Retina display 11-inch (diagonal) LED-backlit Multi-Touch display with IPS technology 2388-by-1668-pixel resolution at 264 pixels per inch (ppi) ProMotion technology 	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" 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,

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 Wide color display (P3) 	samples, independent test data etc., as
True Tone display	appropriate. A
 Fingerprint-resistant oleophobic coating 	statement that is not supported by evidence
 Fully laminated display 	or is subsequently found to be contradicted by
Antireflective coating	the evidence presented will render the Bid
 1.8% reflectivity 	under evaluation liable
 SDR brightness: 600 nits max 	for rejection. A statement either in the
 Supports Apple Pencil (2nd generation) 	Bidder's statement of compliance or the
Apple Pencil hover	supporting evidence that is found to be false
- Chip	either during Bid evaluation,
 8-core CPU with 4 performance cores and 4 efficiency cores 	post-qualification or the execution of the
10-core GPU	Contract may be regarded as fraudulent
16-core Neural Engine	and render the Bidder or supplier liable for
 100GB/s memory bandwidth 	prosecution subject to the applicable laws and
 16GB RAM on models with 1TB storage 	issuances.]
 Camera Pro camera system: Wide and Ultra Wide cameras 	
• Wide: 12MP, <i>f</i> /1.8 aperture	
 Ultra Wide: 10MP, f/2.4 aperture, and 125° field of view 	
 2x optical zoom out 	
 Digital zoom up to 5x 	
 Five-element lens (Wide and Ultra Wide) 	
Brighter True Tone flash	
 Panorama (up to 63MP) 	
 Sapphire crystal lens cover 	
 Autofocus with Focus Pixels (Wide) 	
Smart HDR 4	
 Wide color capture for photos and Live Photos 	
 Lens correction (Ultra Wide) 	
 Advanced red-eye correction 	

	Photo geotagging
	Auto image stabilization
	Burst mode
	 Image formats captured: HEIF and JPEG
•	Video Recording 4K video recording at 24 fps, 25 fps, 30 fps, or 60 fps (Wide)
•	1080p HD video recording at 25 fps, 30 fps, or 60 fps
•	720p HD video recording at 30 fps
	 ProRes video recording up to 4K at 30 fps (1080p at 30 fps for 128GB storage)
•	2x optical zoom out
•	Audio zoom
•	Brighter True Tone flash
•	Slo-mo video support for 1080p at 120 fps or 240 fps
•	Time-lapse video with stabilization
•	Extended dynamic range for video up to 30 fps
•	Cinematic video stabilization (4K, 1080p, and 720p)
•	Continuous autofocus video
•	Playback zoom
•	Video formats recorded: HEVC and H.264
•	Stereo recording
- 2x	Cellular and Wireless • Wi-Fi 6E (802.11ax) with 2 MIMO; speeds up to 2.4 Gbps ⁴
	 Simultaneous dual band
	Bluetooth 5.3
-	Wi-Fi + Cellular models
	 5G (sub-6 GHz) with 4x4 MIMO
LA	 Gigabit LTE with 4x4 MIMO and A

 5G NR (Bands n1, n2, n3, n5, n7, n8, n12, n14, n20, n25, n26, n28, n29, n30, n38, n40, n41, n48, n66, n70, n71, n77, n78, n79)⁵
 FDD-LTE (Bands 1, 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 21, 25, 26, 28, 29, 30, 32, 66, 71)
• TD-LTE (Bands 34, 38, 39, 40, 41, 42, 46, 48)
 UMTS/HSPA/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz)
Data only
Wi-Fi calling
• eSIM
- True Depth Camera
 12MP Ultra Wide camera, 122° field of view
● <i>f</i> /2.4 aperture
 Portrait mode with advanced bokeh and Depth Control
 Portrait Lighting with six effects (Natural, Studio, Contour, Stage, Stage Mono, High Key Mono)
Animoji and Memoji
Smart HDR 4
 1080p HD video recording at 25 fps, 30 fps, or 60 fps
 Time lapse video with stabilization
 Extended dynamic range for video up to 30 fps
 Cinematic video stabilization (1080p and 720p)
 Wide color capture for photos and Live Photos
Lens correction
Retina Flash
Auto image stabilization

	Burst mode	
	 Video Calling FaceTime video 	
	Center Stage	
	 iPad to any FaceTime-enabled device over Wi-Fi or cellular 	
	Audio CallingFaceTime audio	
	 iPad to any FaceTime-enabled device over Wi-Fi or cellular 	
	 Speakers: Four speaker audio 	
	 Microphone: Five studio-quality microphones for calls, video recording, and audio recording 	
	- Warranty: One (1) year on parts and service On-Site for the Central Office, Carry-in for the Regional Offices	
Eight (8) pcs.	 Server Processor: Intel Xeon Silver 4310 12C 120W 2.1Ghz Memory: 4 x 32GB Tru DDR4 3200 Mhz (2Rx8 1.2V) RDIMM Storage: 2.5" 2x480GB read Intensive SATA 6GB HS SSD 2.5" 2.4TB 10K SAS 3x 12GB Hot Swap 512e HDD v2 Networking: 1 x 4-port 10GBase-T Ethernet Adapter External: USB DVD-RW Optical Disk Drive Windows Server 2022 Standard ROK (16 core) - MultiLang Windows Server CAL 2022 (5 Devices) Warranty: Three (3) years on parts and service on sites, 24x7 with 4-hour response time - Keep Your Drive (KYD) retention Management Software: Must have Quality/Bandwidth control, virtual console chat and virtual console collaboration (six users) 	[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" 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

	 Must be compliant with NIST SP 800-131A and FIPS 140-2 Must be able to deploy operating system images to up to 28 bare-metal servers concurrently and should be able to update OS device drivers on deployed operating system. Must have REST APIs and a PowerShell Toolkit, Python Toolkit, and Ruby Toolkit, which can be used to automate management functions. 	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 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.]
One (1) Package	 Hyperconverged Infrastructure Solution Nodes: 3 Type: Rackmount Processor: 1 x Intel Xeon Gold 5416S 16C 150W 2.0Ghz Memory: 8 x 32GB Tru DDR5 4800Mhz RDIMM memory Must offer protection in the event of a non-correctable memory failure, Adaptive Double Device Data Correction, Error correction code (ECC), memory mirroring, and memory rank sparing, patrol scrubbing, and demand scrubbing Storage: Eight (8) x 960GB SATA 6Gb Hot Swap SSD Two (2) x 960GB NVMe PCIe Non-Hot Swap SSD Power Supply: 2 x Hot-Swap 1100W power supply Network Interface: 4-port 10GbE Base-T 2-port 10/25GbE SFP28 with transceivers Hot-Swap Components: HDD, Power Supply, and System Fans HCI Software must be capable of: Be capable of Data Tiering Be capable of Data Path Redundancy 	[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" 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

 Tunable Redundancy Factor of, "2 or 3" Availability Domains: Node, Block, Rack Be capable of Basic Compression - Inline and post process Be capable of Deep Compression - Greater efficiency for cold data Be capable of Data Deduplication Be capable of Erasure Coding (EC-X) Be capable of VM Centric Storage QoS Be capable of VM Flash Mode Be capable of Volume Groups – for In-cluster VMs Be capable of Self-Service Restore Be capable of Multiple Site DR Be capable of Client Authentication 	under evaluation liable for rejection. A statement either in the Bidder's 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.]
 Be capable of VM Centric Storage QoS Be capable of VM Flash Mode Be capable of Volume Groups – for In-cluster VMs Be capable of Volume Groups - external access Be capable of Self-Service Restore 	regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and
 Full-Duplex MACsec-capable 	

•	30W, 60W, and 90W PoE support for powering Ethernet connecte devices	
•	Non-blocking wire speed design	
•	2x Stacking/QSFP28 ports	
•	6x 1Gb/10Gb/25Gb SFP28 MACsec-capable ports	
•	1x Serial console port (RJ-45)	
•	1x 10/100/1000BASE-T out-of-band management port	
•	2x USB A ports for management or external USB flash	
•	1x USB Micro-B console port	
•	1 x SSD slot	
•	Hot-swappable, redundant power supplies and fans	
•	1280 Gbps Aggregated Switch Bandwidth	
•	810 mpps Frame Forwarding Rate	
•	3 Years Warranty	
- Ot	her Requirements:	
•	Switch vendors should be listed as leaders in the Gartner Magic Quadrant Report for Enterprise Wired and Wireless LAN Infrastructure for at least the past three years.	
•	Switch should have a Cloud-Based Network Management (3 Years subscription and support)	
	Cloud-Based Network Management must support enhanced policy enforcement, visibility, reporting, and advanced configurations. Delivers configuration and management of infrastructure devices at scale including advanced policy, advanced segmentation, advanced troubleshooting, advanced guest, advanced SSH, etc.	
	Supports a dual-persona capability, allowing you to choose your OS. Either stacking or fabric services can be selected at switch start-up or changed at a later stage. When selected, the switch assumes	

the features and capabilities of that OS. OS selection can also be automated with Cloud-Based Network Management so that the desired OS can be automatically loaded at switch start-up, facilitating remote OS enablement.	
Stacking OS must support high-speed 400Gb stacking capabilities with the ability to stack up to eight units.	
Stacking OS must support the ability to authenticate multiple users on a single port via 802.1X, web, or MAC at the same time.	
Stacking OS must support Denial of Service (DoS) protection. Stacking OS must support the ability to automatically connect to the fabric backbone. Please describe the available features.	
Fabric OS must support standards based supporting IEEE 802.1aq Shortest Path Bridging (SPB), as well as IETF RFC 6329 to extend fabric services to the network edge.	
Fabric OS must support a built-in functionality to extend IEEE 802.1aq fabric solution over an IP infrastructure.	
Fabric OS must support a web-management interface that can be used to monitor and manage the device through a supported Web browser from anywhere on the network.	
. Must have 3 years warranty, 24x7 with 4-hour response time.	
Support for hypervisor should have direct routing to senior-level engineers.	
Should have the capability to contact support through a single route, 24/7, for any hardware or software concerns. The support platform should include phone support, chat support and service request.	
Must provide administrator's training for three (3) technical personnel of MARINA.	
	OS selection can also be automated with Cloud-Based Network Management so that the desired OS can be automatically loaded at switch start-up, facilitating remote OS enablement. Stacking OS must support high-speed 400Gb stacking capabilities with the ability to stack up to eight units. Stacking OS must support the ability to authenticate multiple users on a single port via 802.1X, web, or MAC at the same time. Stacking OS must support Denial of Service (DOS) protection. Stacking OS must support the ability to automatically connect to the fabric backbone. Please describe the available features. Fabric OS must support standards based supporting IEEE 802.1aq Shortest Path Bridging (SPB), as well as IETF RFC 6329 to extend fabric services to the network edge. Fabric OS must support a built-in functionality to extend IEEE 802.1aq fabric solution over an IP infrastructure. Fabric OS must support a built-in functionality to extend IEEE 802.1aq fabric solution over an IP infrastructure. Fabric OS must support a to used to monitor and manage the device through a supported Web browser from anywhere on the network. . Must have 3 years warranty, 24x7 with 4-hour response time. Support for hypervisor should have direct routing to senior-level engineers. Should have the capability to contact support platform should include phone support, chat support and service request. Must provide administrator's training for

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	 Training must be conducted by a Certified Training expert for the solution being offered 	
	 Must have a support phone number, live chat and Service Request that will support both hardware and software using a single platform. Hardware and Software must have a single point of contact from the manufacturer's local office (Philippines). 	
One (1)	Firewall Security Appliance	[Bidders must state
pc.		here either "Comply"
•	- 3 Years Subscription	or "Not Comply"
	- Form Factor : 1U Rackmount	against each of the individual parameters
	- Processor : x86 AMD CPU	of each Specification
	- NPU Processor: Marvell NPU	stating the
	- CPU Memory: 16 GB (2666) DDR4	corresponding performance parameter
	- NPU Memory : 4GB DDR4	of the equipment
	- Storage : 1x min. 240 GB SATA-III	offered. Statements of
	 Ports : 8 x GE copper 2 x SFP Fiber 2x SFP+ 10GE Fiber 	"Comply" or "Not
	- I/O Ports : 2x USB 3.0 1x USB 2.0 1x RJ45	Comply" must be supported by evidence
	MGMT 1x COM RJ45 , 1x Micro USB (cable	in a Bidders Bid and
	included) 1x expansion slot	cross-referenced to that
	- Display : Multi-function LCD display	evidence. Evidence shall be in the form of
	 Power Supply : Internal auto-ranging DC 	manufacturer's
	100-240VAC, 3-6A@50-60 Hz, Optional	un-amended sales
	External Redundant PSU	literature, unconditional
	- Product Certifications (Safety, EMC) : CB,	statements of
	CE, UL, FCC, ISED, VCCI, CCC,KC, BSMI,	specification and
	RCM, NOM, Anatel - Security Performance	compliance issued by the manufacturer,
	 Firewall Throughput : 58,000 Mbps 	samples, independent
		test data etc., as
	Firewall IMIX: 27,000 Mbps	appropriate. A
	 Firewall Latency (64 byte UDP): 4 μs 	statement that is not supported by evidence
	 IPsec VPN throughput: 31,100 Mbps 	or is subsequently found to be contradicted by
	IPsec VPN concurrent tunnels: 6,500	the evidence presented will render the Bid
	 IPS throughput : 14,000 Mbps 	under evaluation liable for rejection. A
	 Threat Protection throughput : 3,000 Mbps 	statement either in the Bidder's statement of
	 Latency: (64 BYTE UDP) 5 μs 	compliance or the supporting evidence
	• NGFW: 12,500 Mbps	that is found to be false either during Bid
	Concurrent connections : 13,700,000	evaluation, post-qualification or the execution of the

•	New connections/sec : 257,800	Contract may be regarded as fraudulent
•	SSL/TLS Inspection: 3,130 Mbps	and render the Bidder
•	SSL/TLS Concurrent connections: 102,400	or supplier liable for prosecution subject to the applicable laws and
•	Maximum licensed users : unrestricted	issuances.]
	eneral Management Purpose-built, streamlined user interface and firewall rule management for large rule sets with grouping with at-a-glance rule feature and enforcement indicators	
•	Two-factor authentication (One-time-password) support for administrator access, user portal, IPSec and SSL VPN for additional security	
•	Must be capable of High Availability (HA) support clustering two devices in active-active or active-passive mode with plug-and-play Quick HA setup	
•	Full command-line-interface (CLI) accessible from GUI	
•	Role-based administration	
•	Automated firmware update notification with easy automated update process and roll-back features	
•	Reusable system object definitions for networks, services, hosts, time periods, users and groups, clients and servers	
•	Central management support via Cloud-based Unified Console	
•	Automatic Email Notifications for any important event	
•	Backup and restore configurations: locally, via FTP or email; on-demand, daily, weekly, or monthly	
•	Supports a broad range of virtualization platforms and can also be deployed as a software appliance	
•	on your own x86 Intel hardware	
- Ce	entralized Firewall Management	

•	Cloud-based management and reporting for multiple firewalls provides group policy management and a single console	
•	Group policy management allows objects, settings, and policies to be modified once and automatically synchronized to all firewalls in the group	
•	Task Manager provides a full historical audit trail and status monitoring of group policy changes	
•	Backup firmware management which stores the last five configuration backup files for each firewall with one that can be pinned for permanent storage and easy access	
•	Capable of Firmware update scheduling	
•	Multi-firewall reporting across firewall groups	
- Fi	rewall, Networking & Routing Stateful deep packet inspection firewall	
•	All firewall rules provide an at-a-glance summary of the applied security and control for AV, sandboxing,IPS, Web, App, Traffic Shapping (QoS), and Heartbeat	
•	Packet processing architecture that provides extreme levels of visibility, protection, and performance through stream-based packet processing	
•	Zone-based firewall	
	SD-WAN link balancing: multiple Internet connections, auto-link health check, automatic failover, automatic and weighted balancing, and granular multipath rules	
•	Wireless WAN support (n/a in virtual deployments)	
•	802.3ad interface link aggregation	
•	Full configuration of DNS, DHCP and NTP	
•	Dynamic DNS (DDNS)	
•	IPv6 Ready Logo Program Approval Certification	
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 IPv6 tunnelling support including 6in4, 6to4, 4in6, and IPv6 rapid deployment (6rd) through IPSec
 Base Traffic Shaping & Quotas Flexible network or user based traffic shaping (QoS) (enhanced Web and App traffic shaping options
 Authentication Verifies User Identity based on the Active Directory active user list between endpoints and the firewall without an agent on the AD server or client
 Authentication certificates for iOS and Android
 Authentication services for IPsec, SSL, L2TP, PPTP
 Google Chromebook authentication support for environments with Active Directory and Google G Suite
API-based authentication
 Must support external authentication via: Active Directory, eDirectory, RADIUS, LDAP and TACACS+
 Authentication Verifies User Identity based on the Active Directory active user list between endpoints and the firewall without an agent on the AD server or client
 Authentication certificates for iOS and Android
 Authentication services for IPsec, SSL, L2TP, PPTP
 Google Chromebook authentication support for environments with Active Directory and Google G Suite
API-based authentication
 Must support external authentication via: Active Directory, eDirectory, RADIUS, LDAP and TACACS+
- User Self-Serve Portal

 Must have a separate user portal where network users can manage their credentials, VPN client download, access quarantined emails and monitor their internet usage without having to call in an administrator or product support. 	
- Base VPN Options	
 Remote VPN user must be able to download VPN client and configuration via a secured web based application and must be capable of using two-factor authentication to ensure a higher level of security of access. 	
 Must support multiple VPN options (PPTP, L2TP, IPsec, SSL) 	
 Remote Access VPN with a free and easy client for Windows/Macs 	
 VPN users must be able to authenticate either from local user database or from external user database 	
- Intrusion Prevention (IPS)	
 High-performance, next-gen IPS deep packet inspection engine with selective IPS patterns that can be applied on a firewall rule basis for maximum performance and protection 	
 Must have Zero-day threat protection against zero-day malware 	
 IPS Policy Smart Filters enable dynamic policies that automatically update as new patterns are added 	
- ATP and Security	
 Advanced Persistent Threat Protection (detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall) 	
 User Threat Quotient identifies risky users based on recent browsing behaviour and ATP triggers 	
- VPN Client	

 Intelligent split-tunneling for optimum traffic routing
 Client-monitor for graphical overview of connection status
 Mac (IPsec) and Windows (SSL/IPsec) client support
NAT-traversal support
 Must support Authentication: Pre-Shared Key (PSK), PKI (X.509), Token and XAUTH
- Web Protection and Application Control
 Fully transparent proxy for anti-malware and web-filtering with over 90 categories that can be allowed, denied or warned access by the policy administrator.
 Should support Dual engine anti-virus scanning to eliminate false positives and ensure a positive web security for users against from all forms of viruses, web malware, trojans and spyware on HTTP/S, FTP and web-based email and should detect and block potentially unwanted software.
 Malware scanning: block all forms of viruses, web malware, trojans, and spyware on HTTP/S, FTP and web-based email
 Must be capable of forced caching for endpoint updates and web contents
 Policy test simulator tool enables firewall rule and web policy simulation and testing by user, IP, and time of day
Access time polices per user/group
Real-time or batch mode scanning
 Live Protection real-time, in-the-cloud lookups for the latest threat intelligence
Must supports Pharming protection
Enforce tenant restrictions for O365
High performance web content caching

•	SSL protocol tunnelling detection and enforcement	
•	Surfing quota time policies per user/group	
•	File type filtering by mime-type, extension, and active content types e.g. Activex, applets, cookies, etc.)	
- Clo	oud Based Reporting	
•	Must be able to support integration on cloud based platform for firewall management and be capable of generating reports and keep at least 7 days of reporting without additional cost for using the platform or data retention. But with an optional cost to expand storage capability for additional data storage and retention	
- Wa	arranty and Support	
•	Hardware warranty & RMA with Advanced Exchange	
•	24x7 Enhanced Plus Support via Telephone & Email with Remote Consultation from STSE (up to 4 hrs)	
•	FREE Security Updates & Patches	
•	FREE Software Features Updates & Upgrades	
- Ad	ditional Protection Modules	
•	Email Protection: On-box antispam, AV, DLP, encryption	
•	Web Server Protection: Web Application Firewall	
•	Consultation from STSE (up to 4 hrs)	

Section VIII. Checklist of Technical, Financial Documents, and Other MARINA Requirements

Checklist of Technical, Financial Documents, and Other MARINA Requirements

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
 - (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;
 - <u>and</u>
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

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; <u>and</u>
- (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 Updated 2016 Revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <u>and</u>
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (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);

[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;)]

Financial Document

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR 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**
- (I) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

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.

Other documentary requirements under RA No. 9184 (as applicable)

(n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

 (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

III. OTHER MARINA REQUIREMENTS

- (r) Bidders must be in the ICT business for at least ten (10) years.
- (s) The supplier must be an authorized reseller of the servers, desktop, and laptop brands (*except for Laptop (For Division Chiefs and Directors*) & *Laptop (For Programmers)*) being offered and must submit a certification from the manufacturer.
- (t) Bidders must have regional presence for desktop and laptop (items 1 to 5 of the deliverables) and must submit a list of their Authorized Repair Service Centers in all regions with the address and name of the contact person.
 - MRO I and II La Union
 - MRO IV Batangas
 - MRO V Legaspi
 - MRO VI- Iloilo

- MRO VII- Cebu
- MRO VIII- Tacloban
- MRO IX- Zamboanga
- MRO X- Cagayan de Oro
- MRO XI- Davao
- MRO XII- General Santos
- MRO XIII-Butuan

Where there is none in a region, indicate the nearest Service Center in the adjoining region

(u) The memorandum of agreement, contract, or memorandum of understanding of the bidder and their authorized repair/service center in all regions.

Sample Forms

Annex "A"

COMPANY LETTERHEAD

Statement of ongoing government and private contracts

PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name of Client	Name of Contrac t	Date and Status of Contrac t	Kinds of Goods	Amount of Contrac t	Value of Outstandin g Contracts	Date of deliver	Purchase Order Number/ s or Date of Contract s
	Total	value of ou	Istanding	contract:			

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

Statement of Single (1) Largest Completed Contract of Similar nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

Annex "C"

COMPANY LETTERHEAD

PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

Certificate of Net Financial Contracting Capacity

(Please show figures at how you arrived at the NFCC)

Th									
is	is to certify that	Our Net Financial Contracting Capac							
(NFCC)		(P) whic	h is at least equal to the ABC to be bid.						
is			The						
amount is	computed as follows: (P	lease show	computation of NFCC)						
	NFCC	= [(CA-CL)	(15)] – C						
Whe	ere:								
С									
A	= Current Assets								
C									
L	= Current Liabilities								
C = Value of all outstanding or uncompleted portions of									

= Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this ______ day of _____,20___

Name and Signature of Authorized Representative

Position

Date

Annex "D"

PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)

Joint Venture Agreement*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE,** executed by:

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

....., represented herein by its,, hereinafter referred to as ".....";

-and-

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as ".....";

-and-

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as";

(hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that

*if applicable

our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non- issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above- written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this day of _____at Philippines. Affiant exhibited to me his/her competent evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _____, Philippines.

NOTARY PUBLIC

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

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]

Annex "F"

Omnibus Sworn Statement (Revised)

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, <u>by itself or by</u> relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on <u>Blacklisting;</u>

- 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 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]

Annex "G"

Company Letterhead

BID FORM

Date:_____ Project Ref. 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 includes the cost of all taxes, 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,

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: _____

Annex "H"

Company Letterhead Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (Inclusive of VAT)
PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)	1 LOT	The Approved Budget for the Contract (ABC) is One Hundred Thirty Four Million Pesos (Php 134,000,000.00), inclusive of VAT and other applicable government taxes.	
Total Bid Price Inclusive of VAT in Words			

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder				_ Project ID N	lo	Page	_of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: ______

Legal Capacity:

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. ____ Page ___ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border	Total CIF or CIP price per item (col. 4 x	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
				point or place of destination)	(col. 4 x 5)			

Name: _____

Legal Capacity:

Signature: _____

Duly authorized to sign the Bid for and behalf of: