

#### REPUBLIKA NG PILIPINAS KAGAWARAN NG KATARUNGAN PANGASIWAAN SA PATALAAN NG LUPAIN (LAND REGISTRATION AUTHORITY)

East Avenue cor. NIA Road, Quezon City

Website: www.lra.gov.ph

#### INVITATION FOR NEGOTIATION

(Negotiated Procurement - Two-Failed Biddings)

Procurement for the Supply and Delivery of 8 Units of Geographical Information System (GIS) Workstations - High-End Desktop Computers

- 1. The Land Registration Authority, through the Special Bids and Awards Committee (LRA-SPBAC) intends to procure the Supply and Delivery of 8 Units of Geographical Information System (GIS) Workstations -High-End Desktop Computers with an Approved Budget for the Contract (ABC) of ONE MILLION TWO HUNDRED THOUSAND PESOS (PhP1,200,000.00).
- 2. The LRA-SPBAC now invites technically, legally, and financially capable suppliers for the said project.
- 3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the LRA-SBAC and which would meet the minimum technical specifications required.
- 4. The interested bidders may obtain further information from the LRA-SPBAC Secretariat at the address given below from November 11, 2023 to November 17, 2023, Monday to Friday, at 8:00 AM to 5:00 PM.
- 5. The LRA-SPBAC will hold a Negotiation Meeting on November 21, 2023 at 9:00 AM at LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City, which shall be open to prospective bidders.
- 6. Two (2) copies of the proposals (one original and one copy) must be submitted to the LRA- SPBAC which must be duly received by the LRA- SPBAC Secretariat through manual submission at the office address indicated below on or before 8:00 AM of November 23, 2023 (Opening of Negotiation Documents or Proposals). Late submission shall not be accepted.
- 7. Interested bidders shall submit the following documents in sealed envelopes, labeled as "Negotiated Procurement for Two-Failed Biddings", with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the LRA Special Bids and Awards Committee.

### A. Eligibility and Technical Documents

a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;









- b) Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, contracts similar to the Project shall be:
  - refer to Supply and Delivery of Desktop Computers and laptops.
  - completed within three (3) years prior to the date of submission of the best and final offer.
  - SLCC shall be supported by a Certificate of Final Acceptance with evaluation rating of at least "Satisfactory
- c) The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms under the 2016 revised IRR of RA 9184:
  - The amount of not less than PhP24,000.00 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
  - The amount of not less than PhP60,000.00 [(5%) of ABC] if bid security is in Surety Bond.
- d) Conformity with the Schedule of Requirements (Annex "A");
- e) Conformity with the Technical Specifications (Annex "B");
- f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable. In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- g) 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 best and final offer;
- h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

#### **B. Financial Documents**

h) Bid Form

- i) Price Schedule
- 8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
- 9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.
- 10. For further information, please refer to:

#### LRA SPECIAL BAC SECRETARIAT

Email: <a href="mailto:spbac.secretariat@lra.gov.ph">spbac.secretariat@lra.gov.ph</a>

#### ATTY. RONALD A. RICABLANCA

Special BAC Secretariat Room 402, 4th Floor, Legal Division Mobile No. 0918-3767390/ ronald.ricablanca@lra.gov.ph

#### ATTY. ALYANNA LOUISE B. MENDOZA

Special BAC Secretariat
Room 402, 4th Floor, Legal Division
Mobile No. 0939-9168915/alyannalouise.mendoza@lra.gov.ph

#### CHRISTINE JANE E. JIMENEZ

Special BAC Secretariat Room 407, Office of the Deputy Administrator Mobile No. 0960-3787106 /christinejanejimenez@gmail.com

Issued this 11th day of November 2023.

ATTY. TEODORO L. BONIFACIO, JR. And Awards Committee

East Avenue corner NIA Road, Diliman, Quezon City

## Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Geographical Information System (GIS) Workstation - High-End Desktop Computers	8 units	Within 90 calendar days upon receipt of an approved Purchase Order

I hereby certify to comply and deliver	all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

## Technical Specifications

Item	Specification	Statement of Compliance
A. DE	TAILED TECHNICAL REQUIREMENTS	
1	BUSINESS / ENTERPRISE HIGH-END DESKTOP COMPUTER	
	<ul> <li>● Form Factor: Tower Type</li> <li>● Processor:     at least i7 vPro 12<sup>th</sup> Generation or better at least 12 total cores, 20 threads or better at least base frequency of 3.6 ghz/2.7 ghz (P-core/E-core) or better Must have hyper-threading technology</li> <li>● Memory (RAM): 16 GB DDR5-4400MHz Dual Channel</li> <li>● Storage: 1 TB SSD PCle Gen4</li> <li>● Dedicated Graphics: NVIDIA T1000 8GB GDDR6 or better</li> <li>● Operating System: Windows 11 Pro 64-Bit</li> <li>● Network Interface:     WiFi 6E w/ Bluetooth 5.1 VPro support or above     Ethernet Port RJ45-Gigabit Ethernet port</li> <li>● Ports:     At least four (4) USB-A 3.2 Gen 2 ports (Front &amp; Rear)     At least one (1) USB-C 3.2 Gen 2 (Front)     At least one (1) headphone/microphone combo (Front)     DisplayPort or HDMI for dual monitor 750 Watts socket power supply</li> <li>● Monitor:     At least two (2) units Full-DH Monitor, 24 inches or better of the same brand     At least 100 Hz Refresh Rate or better</li> <li>● Uninterruptible Power Supply:     At least 1200VA (volt-amperes)     At least four (4) Type B or Universal Outlets Automatic Voltage Regulator</li> </ul>	

Line Interactive topology
Lead Acid Battery
Standards: EN/IEC 62040-1 & 2
Two (2) Years Warranty (Repair & Replacement)

- ●Green Certifications:
  At least Energy Star 6.1, EPEAT, RoHs
- Accessories: Wireless Mouse of the same brand

Wireless Keyboard of the same brand

With Antivirus software

The desktop manufacturer brand should be in the top six (6) in International Data Corporation (IDC) for the last two (2) years.

Shall submit product datasheet and brochures in support of the technical specifications of the proposed brand/product.

#### **B. VENDOR QUALIFICATION**

1

- The bidder must have at least five (5) years of existence in the ICT Industry and shall submit valid Securities and Exchange Commission Registration and/or valid Department of Trade and Industry Registration.
- The bidder shall submit a certified true copy of a valid Certificate of Distributorship / Dealership / Reseller-ship or Professional Partnership with the distributor/manufacturer of brand being offered.
- The bidder must have a regional presence and must submit as specific list of manufacturer's authorized active service centers and/or partner alliances or service bases in all regions nationwide. The bidder shall deliver the products to LRA and shall provide all end-user offices the necessary onsite support, manufacturer's central support hotline, and email. A copy of the addresses will be provided.
- The bidder must propose a computer desktop brand model that is compliant with IEC or ISO and MIL-STD-810H Certifications.

- The supplier shall submit the name of at least one (1) regular employee during the duration of warranty and support services. Shall submit a copy of certification documents, CV and copy of company ID, contact number, email address as proof.
- Quality assurance is expected from the bidder, such that any error or fault in any hardware, peripherals, pre-installed mandatory software, and installation tools delivered during the implementation shall be acted upon, resolved, mitigated, and/or replaced accordingly at no cost to the organization. Likewise, upon final project bidder acceptance, the bidder is required to provide after-sales service and assurance that all equipment and installation are accurate, complete, operable, uncompromised, and error-free during the warranty period.

#### C. WARRANTY AND SUPPORT

1

- Supplier shall provide three (3) years warranty certificate on parts and labor, including onsite support and services certified by the brand/manufacturer covering the period. Shall submit a copy of certification.
- Supplier shall provide onsite technical support during office hours from 8:00 AM to 5:00 PM upon request. Hardware repairs or other troubleshooting shall be done at the location of the requesting office. In addition, the supplier must provide a list of service centers nationwide with complete address, central hotline number and email address of the brand/manufacturer being offered.
- Supplier shall provide support upon receipt of report (i.e telephone call, SMS message, email) within three (3) hours. Support can be provided thru onsite support, telephone, email, online video message, online video calls to provide needed assistance and instruction.
- Defective units shall be replaced within 24 hours upon "release" of the defective unit, covering the period of warranty. Service unit shall be provided to the end-user, with the same specifications or better. Service unit shall

remain with the end-user until the defective unit is repaired or replaced.

Request for support received beyond office hours shall be immediately addressed on the next business day.

#### REMINDER ON STATEMENT OF COMPLIANCE:

[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's 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.]

I hereby certify to comply and delive	er all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name	Date
Name of Company/Bidder	Of Representative	Date

## 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 abroad, state:] "The delivery terms applicable to the Contract are DDP delivered at Land Registration Authority, East Ave., cor. NIA Road, Diliman Quezon City in accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered Land Registration Authority, East Ave., cor. NIA Road, Diliman Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Property and Supply Section, Land Registration Authority
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. Delivered items shall be replaced if found to be defective during delivery and upon use of the product by the end-user.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

**Contract Description** 

**Final Destination** 

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 2.2 [If partial payment is allowed, state] "The terms of payment shall be as follows: NOT APPLICABLE."
- The inspection and testing shall be conducted by the Information and Communication Technology Division of LRA.

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

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

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted:
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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;
  - 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].
- [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	<b>WITNESS</b>	WHEREOF, I	have	hereunto	set my	hand	this	day	of	7	20	at
		_, Philippines.										

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

[Jurat]

# 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:
  - 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]

### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM
Date : Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Delivery of 10 Units of Geographical Information System (GIS) - High-End Desktop Computers in conformity with the said PBDs for the sum of
inclusive of VAT 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:
<ul> <li>to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>
<ul> <li>to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>
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 of agentCurrencyCommission or gratuity
(if none, state "None") ]
Until a formal Contract is prepared and executed this Bid together with your

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:	