



ROMBLON STATE UNIVERSITY
BIDS AND AWARDS COMMITTEE

Community Outreach Center, RSU-Main Campus, Liwanag, Odiongan, Romblon 5505
 Telephone: (042) 567-5952
 Email: bac@rsu.edu.ph
 Website: rsu.edu.ph



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BID BULLETIN

Clarification No. 2

Solicitation No.: RSU-2024-10-088

- TO** : All Prospective Bidders
- SUBJECT** : Change/modification in the *Invitation to Bid/Philippine Bidding Documents, Bid Data Sheet, Special Conditions of Contract, and Checklist of Technical and Financial Documents* in the posted/advertised Invitation to Bid/Philippine Bidding Documents, and in all attached/associated documents
- DATE** : 04 November 2024

This Bid Bulletin is issued to inform all prospective bidders of the change/modification in the *Invitation to Bid/Philippine Bidding Documents, Bid Data Sheet, Special Conditions of Contract, and Checklist of Technical and Financial Documents* in all attached/associated documents in the PBDs. Please take notice of these changes.

Development of Smart Campus Data Security and Cyberattack Prevention Hub (ABC: PhP750,000,000.00)

FROM

**INVITATION TO BID FOR
 DEVELOPMENT OF SMART CAMPUS DATA SECURITY AND CYBERATTACK
 PREVENTION HUB
 (ABC: PHP750,000,000.00)**

1. The **Romblon State University**, through the **General Appropriations Act of 2024** intends to apply the sum of **Seven Hundred Fifty Million Pesos Only (PhP750,000,000.00)** being the ABC to payments under the contract for **RSU-2024-10-088**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Romblon State University** now invites bids for the above Procurement Project. Delivery of the Goods is required by **within three hundred thirty (330) calendar days from receipt of the Notice to Proceed**. Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - 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.



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4. Prospective Bidders may obtain further information from **Romblon State University** and inspect the Bidding Documents at the address given below during **Mondays to Fridays, 8:00 AM to 5:00 PM, except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **17 October 2024** until before the opening of bids from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Seventy-Five Thousand Pesos Only (PhP75,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The **Romblon State University** will hold a Pre-Bid Conference on **03:00 PM, 28 October 2024** at the **BAC Office, Community Outreach Center, Romblon State University** and/or through video conferencing or webcasting *via Zoom Conference*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **03:00 PM, 11 November 2024**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **03:00 PM, 11 November 2024** at the given address below *and/or via Zoom Conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The bidder/s must submit one **(1) original hard copy**, and **four (4) true hard copies** of the bidding documents.
10. The **Romblon State University** 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 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Pursuant to **Section 61 of RA 9184**, all bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB.
12. Further questions and/or clarifications may be directed to:

MS. VEE F. FRANCISCO
Head, BAC Secretariat
Romblon State University, Odiongan, Romblon 5505
Email Address: bac@rsu.edu.ph
Cellphone No.: 09398173816
Website: www.rsu.edu.ph
13. You may visit the following websites:

For downloading of Bidding Documents:
www.rsu.edu.ph
<https://notices.philgeps.gov.ph/>



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TO

INVITATION TO BID FOR DEVELOPMENT OF SMART CAMPUS DATA SECURITY AND CYBERATTACK PREVENTION HUB (ABC: PHP750,000,000.00)

1. The **Romblon State University**, through the **General Appropriations Act of 2024** intends to apply the sum of **Seven Hundred Fifty Million Pesos Only (PhP750,000,000.00)** being the ABC to payments under the contract for **RSU-2024-10-088**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The **Development of Smart Campus Data Security and Cyberattack Prevention Hub (ABC: PhP750,000,000.00)** is a procurement of a combination of Information and Communications Technology (ICT) systems, equipment, materials, and/or supplies, and civil works components of information technology such as **a)** retrofitting of traditional classrooms to a digitally enhanced facility that will allow learners to access course contents online, deliver lectures remotely and host productivity tools among others; **b)** Power House Sub-Station Works; **c)** Electrical Works; and **d)** other Professional Services, among others, as stipulated in the Technical Specifications.

Thus, Mixed Procurement of Goods and Services, and Infrastructure will be adopted as provided for under Sub-section aa., Section 5. Definition of Terms, of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184; Government Procurement Policy Board (GPPB) Resolution No. 29-13; and Non-Policy Matter No. 88-13, among other GPPB issuances.

2. The **Romblon State University** now invites bids for the above Procurement Project. Delivery of the Goods is required by **within three hundred thirty (330) calendar days from receipt of the Notice to Proceed**. Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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FROM

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. involving delivery of the following: a) Cyber Security Software, b) Artificial Intelligence, c) Network Monitoring and Intrusion Detection Systems, d) Endpoint Security, e) Data Encryption, f) Access Control, g) Incident Response Plan, h) Security Awareness Training, i) Continuous Monitoring and Improvement, j) Supply and Installation of Power Supplies, k) Waste Management System, l) Network Infrastructure, m) Gate Access Turnstile with Student Info Kiosk/Biometric Machine with Smartcard, n) Dormitory Management System, and o) Conversion of traditional classrooms to a digitally enhanced facility. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Romblon State University-Main Campus, Odiongan, Romblon or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>PhP15,000,000.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>PhP37,500,000.00</u>, if bid security is in Surety Bond.



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TO

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. involving Cyber Security Software and the delivery of any two (2) of the following: a) Artificial Intelligence, b) Network Monitoring and Intrusion Detection Systems, c) Endpoint Security, d) Data Encryption, e) Access Control, f) Incident Response Plan, g) Security Awareness Training, h) Continuous Monitoring and Improvement, i) Supply and Installation of Power Supplies, k) Waste Management System, j) Network Infrastructure, k) Gate Access Turnstile with Student Info Kiosk/Biometric Machine with Smartcard, l) Dormitory Management System, and m) Conversion of traditional classrooms to a digitally enhanced facility. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
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Special Conditions of Contract

GCC Clause	
1	<ul style="list-style-type: none"> • Colored Brochures Bidders must submit colored brochures for the following: <ol style="list-style-type: none"> 1. AI-Driven Network Intrusion Detection and Response; 2. Cloud-based cybersecurity and Distributed Denial of Service (DDoS) mitigation system; 3. Anti-virus; 4. AI-driven Document Management System for Records; 5. Augmented Reality Toolkit; 6. AR Hardware; 7. Android Tablet; 8. AI Toolkit; 9. AI Server; 10. Desktop; 11. Dormitory Management System; 12. Electromagnetic lock and door access system; 13. E-Classrooms; 14. Gate Access Turnstile with Student Info Kiosk/Biometric Machine with Smartcard; 15. Network printers; and 16. Waste Management. • As-Built Plans Development <ol style="list-style-type: none"> 1. The winning bidder must develop and submit As-Built Plans, signed and sealed by professionals, for all works covered in this project such as the E-Classrooms, lighting works, electrical works, etc. The As-Built Plans must accurately reflect the actual installations, and other relevant works completed and duly signed off by the signing authority designated by the University, as well as the respective trade engineers from the winning bidder's side. Mechanical and Electrical Load Schedules must form part of the As-Built plans. Submittal should be in the following form: <ul style="list-style-type: none"> ○ 7 Sets of Print Outs in A1 Sheets, (properly compiled and labeled accordingly); ○ 10 Sets of Print Outs in A3 Sheets (properly compiled and labeled accordingly); and ○ Soft Copies in pdf format, compiled and stored in a USB Drive. • Detailed Business User Requirements, Project Plan, Technical Design Requirements, Implementation Plan, and System Manuals <ol style="list-style-type: none"> 1. A comprehensive business user requirement, project plan, technical design requirements, implementation plan and system manuals. The implementation plan will show the details of the project's timeline, milestones, deliverables, and resources required for the successful execution.



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- **Working Timeline**

1. For better appreciation, participating bidders are requested to include in their bid submission a high-level Gantt Chart that will illustrate the project implementation schedule per WBS.
2. A Delivery Schedule indicating a working timeline including the periods of design and manufacture, delivery, installation, training, site acceptance testing, and commissioning.

- **Technical Descriptions and Designs**

1. A detailed technical description of the proposed System, including all the equipment and software offered.
2. A Technical Design of the solar system, electrical and other facility-related works.

- **Manpower Requirements**

One (1) Project Manager

- An IT/ECE/CpE/EE degree holder not necessarily licensed
- With at least 5 years experience as Project Manager in similar projects

One (1) Compliance Officer

- An IT/ECE/CpE/EE degree holder not necessarily licensed
- At least 5years experience as Compliance Officer in similar projects

Two (2) Implementation Officer

- An IT/ECE/CpE/EE degree holder not necessarily licensed
- With at least 5 years experience as Implementation Officer in similar projects

One (1) Technical Support Specialist

- an IT/ECE/CpE degree holder not necessarily licensed
- at least 5years experience as Technical Support in similar projects
- will be stationed in the project site during the duration of project implementation and warranty period to provide 24/7 technical support

- **Warranty**

1. The winning bidder must submit a Warranty Certificate indicating warranty coverage of at least two (2) years after the issuance of the Certificate of Acceptance by the Procuring Entity.
2. **Warranty Retention:** The obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price, or surety callable on demand equivalent to 10% of the total contract price. The said amounts shall only be released after the lapse of the warranty period.



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	<ul style="list-style-type: none"> • The terms of payment shall be as follows: <ol style="list-style-type: none"> 1. Partial payment of the contract price will only be allowed if the contract provides/allows for partial or staggered delivery of goods procured, and such partial payment must correspond to the value of the goods delivered and accepted; 2. Payment must only be made after the appropriate inspection and acceptance procedures, as mandated by existing government rules and regulations, have been complied with by the Procuring Entity; 3. Payment must be made in accordance with prevailing accounting and auditing rules and regulations; and 4. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment. • Professional Services <ol style="list-style-type: none"> 1. The winning bidder shall create a Project Management Team committed to ensuring that information and communication technology projects are completed successfully. This involves overseeing the project team, creating project plans, tracking progress, identifying and managing risks, and communicating with stakeholders. <ol style="list-style-type: none"> 1.1. Develop a clear understanding of the project goals and objectives, and ensure that all project team members have a shared understanding of these goals; 1.2. Create a detailed project plan that includes timelines, milestones, and deliverables; 1.3. Assign roles and responsibilities to the project team members and ensure that everyone understands their roles; 1.4. Monitor project progress regularly and adjust the project plan as necessary; 1.5. Identify potential risks and develop contingency plans to mitigate these risks; 1.6. Communicate regularly with stakeholders, including sponsors, customers, and team members, to ensure that everyone is aware of project progress and any issues that arise; 1.7. Ensure that project documentation is accurate and up-to-date, including project plans, progress reports, and risk assessments; 1.8. Foster a positive team environment by encouraging collaboration, providing support, and recognizing team members' contributions; and 1.9. Continuously evaluate project performance and identify opportunities for improvement.
	<p>Delivery and Documents –</p>



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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:

The delivery terms applicable to this Contract are delivered to Romblon State University-Main Campus, Odiongan, Romblon. 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 Head of the Supply and Property Management Office.

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. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts –

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.



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	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p>



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	<p>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.</p>
	<p>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.</p> <p>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.</p> <p>Intellectual Property Rights -</p> <p>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.</p>
4	<p>The winning bidder shall be required to perform testing and commissioning. Minimum Scope of Services are as follows:</p> <ol style="list-style-type: none"> a. The winning bidder shall submit the testing Methods of Procedures (MoP) to RSU PMT prior to actual testing; b. Perform actual testing as per Manufacturer prescribed testing methodologies; and c. Testing results must be documented and submitted to RSU PMT not later than 48 hours from completion of the testing activities; and d. Should there be failed testing, the winning bidder is given a maximum of 12 hours to troubleshoot or rectify the problem. Re-testing shall then be performed. After completion of the 2nd testing and such has failed anew, the winning bidder shall furnish RSU PMT with full report not more than 24 hours from the time failed testing has been declared and must replace the defective hardware and/or software not more than fourteen (14) calendar days from the date of completion of the failed testing. In case of longer replacement period, the winning bidder must inform RSU PMT in writing, stating the reasons thereof and arrival date.



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Special Conditions of Contract

GCC Clause	
1	<ul style="list-style-type: none"> • Colored Brochures Bidders must submit colored brochures for the following: <ol style="list-style-type: none"> 1. AI-Driven Network Intrusion Detection and Response; 2. Cloud-based cybersecurity and Distributed Denial of Service (DDoS) mitigation system; 3. Anti-virus; 4. AI-driven Document Management System for Records; 5. Augmented Reality Toolkit; 6. AR Hardware; 7. Android Tablet; 8. AI Toolkit; 9. AI Server; 10. Desktop; 11. Dormitory Management System; 12. Electromagnetic lock and door access system; 13. E-Classrooms; 14. Gate Access Turnstile with Student Info Kiosk/Biometric Machine with Smartcard; 15. Network printers; and 16. Waste Management. • As-Built Plans Development (to be submitted by the Winning Bidder after receipt of the Notice of Award, and prior to the issuance of Certificate of Completion by the Procuring Entity) <ol style="list-style-type: none"> 1. The winning bidder must develop and submit As-Built Plans, signed and sealed by professionals, for all works covered in this project such as the E-Classrooms, lighting works, electrical works, etc. The As-Built Plans must accurately reflect the actual installations, and other relevant works completed and duly signed off by the signing authority designated by the University, as well as the respective trade engineers from the winning bidder's side. Mechanical and Electrical Load Schedules must form part of the As-Built plans. Submittal should be in the following form: <ul style="list-style-type: none"> ○ 7 Sets of Print Outs in A1 Sheets, (properly compiled and labeled accordingly); ○ 10 Sets of Print Outs in A3 Sheets (properly compiled and labeled accordingly); and ○ Soft Copies in pdf format, compiled and stored in a USB Drive. • Detailed Business User Requirements, Project Plan, Technical Design Requirements, Implementation Plan, and System Manuals (will be submitted as part of the Bid Submission on or before the deadline set for the Opening of Bids) <ol style="list-style-type: none"> 1. A comprehensive business user requirement, project plan, technical design requirements, implementation plan and system manuals. The implementation plan will show the details of the project's timeline, milestones, deliverables, and resources required for the successful execution.



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• Working Timeline

1. For better appreciation, participating bidders are requested to include in their bid submission a high-level Gantt Chart that will illustrate the project implementation schedule per WBS.
2. A Delivery Schedule indicating a working timeline including the periods of design and manufacture, delivery, installation, training, site acceptance testing, and commissioning.

• Technical Descriptions and Designs

1. A detailed technical description of the proposed System, including all the equipment and software offered.
2. A Technical Design of the solar system, electrical and other facility-related works.

• Manpower Requirements

One (1) Project Manager

- An IT/ECE/CpE/EE/CS/IS degree holder with necessary license/s and Certification/s, as applicable ~~not necessarily licensed~~
- With at least 5 years of experience as Project Manager in ICT ~~in~~ or similar projects

One (1) Compliance Officer

- An IT/ECE/CpE/EE/CS/IS degree holder with necessary license/s and Certification/s, as applicable ~~not necessarily licensed~~
- At least 5 years of experience as Compliance Officer in similar projects

Two (2) Implementation Officers

- An IT/ECE/CpE/EE/CS/IS degree holder degree holder with necessary license/s and Certification/s, as applicable ~~not necessarily licensed~~
- With at least 5 years experience as Implementation Officer in similar projects

~~One (1)~~ Two (2) Technical Support Specialist

- an IT/ECE/CpE/CS/IS degree holder degree holder with necessary license/s and Certification/s, as applicable ~~not necessarily licensed~~
- at least 5 years of experience as Technical Support in similar projects
- will be stationed ~~in~~ at the project site ~~during~~ for the duration of project implementation and warranty period to provide 24/7 technical support

• Warranty

1. The winning bidder must submit a Warranty Certificate indicating warranty coverage of at least two (2) years after the issuance of the Certificate of Acceptance by the Procuring Entity.



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2. **Warranty Retention:** The obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price, or surety callable on demand equivalent to 10% of the total contract price. The said amounts shall only be released after the lapse of the warranty period.

• **The terms of payment shall be as follows:**

1. Partial payment of the contract price will only be allowed if the contract provides/allows for partial or staggered delivery of goods procured, and such partial payment must correspond to the value of the goods delivered and accepted;
2. Payment must only be made after the appropriate inspection and acceptance procedures, as mandated by existing government rules and regulations, have been complied with by the Procuring Entity;
3. Payment must be made in accordance with prevailing accounting and auditing rules and regulations; and
4. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

• **Professional Services**

1. The winning bidder shall create a Project Management Team committed to ensuring that information and communication technology projects are completed successfully. This involves overseeing the project team, creating project plans, tracking progress, identifying and managing risks, and communicating with stakeholders.
 - 1.1. Develop a clear understanding of the project goals and objectives, and ensure that all project team members have a shared understanding of these goals;
 - 1.2. Create a detailed project plan that includes timelines, milestones, and deliverables;
 - 1.3. Assign roles and responsibilities to the project team members and ensure that everyone understands their roles;
 - 1.4. Monitor project progress regularly and adjust the project plan as necessary;
 - 1.5. Identify potential risks and develop contingency plans to mitigate these risks;
 - 1.6. Communicate regularly with stakeholders, including sponsors, customers, and team members, to ensure that everyone is aware of project progress and any issues that arise;
 - 1.7. Ensure that project documentation is accurate and up-to-date, including project plans, progress reports, and risk assessments;
 - 1.8. Foster a positive team environment by encouraging collaboration, providing support, and recognizing team members' contributions; and



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	<p>1.9. Continuously evaluate project performance and identify opportunities for improvement.</p>
	<p>Delivery and Documents –</p> <p>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:</p> <p>The delivery terms applicable to this Contract are delivered to Romblon State University-Main Campus, Odiongan, Romblon. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Head of the Supply and Property Management Office.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	<p>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.</p> <p>Spare Parts –</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and



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	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p>



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	<p>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.</p>
	<p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
4	<p>The winning bidder shall be required to perform testing and commissioning. Minimum Scope of Services are as follows:</p> <ol style="list-style-type: none"> a. The winning bidder shall submit the testing Methods of Procedures (MoP) to RSU PMT prior to actual testing; b. Perform actual testing as per Manufacturer prescribed testing methodologies; and c. Testing results must be documented and submitted to RSU PMT not later than 48 hours from completion of the testing activities; and d. Should there be failed testing, the winning bidder is given a maximum of 12 hours to troubleshoot or rectify the problem. Re-testing shall then be performed. After completion of the 2nd testing and such has failed anew, the winning bidder shall furnish RSU PMT with full report not more than 24 hours from the time failed testing has been declared and must replace the defective hardware and/or software not more than fourteen (14) calendar days from the date of completion of the failed testing. In case of longer replacement period, the winning bidder must inform RSU PMT in writing, stating the reasons thereof and arrival date.



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Please be advised that this bid bulletin is issued to amend the *Invitation to Bid/Philippine Bidding Documents, Bid Data Sheet, Special Conditions of Contract, and Checklist of Technical and Financial Documents* in all attached/associated documents. This shall be an integral part of the Bid Documents.

For information and guidance of all concerned.


ATTY. GLENN NIÑO M. SARTILLO
BAC Chairperson