Republic of the Philippines **ROMBLON STATE UNIVERSITY** Odiongan, Romblon URL: rsu.edu.ph

INVITATION FOR NEGOTIATED PROCUREMENT

for the

Educational Touring Services for the Institute of Information Technology of Romblon State University

Source of Fund: 164 ABC: PhP2,730,000.00

Negotiated Procurement as provided for under Sec. 53.1 (Two Failed Biddings) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184

INVITATION FOR NEGOTIATED PROCUREMENT

The **ROMBLON STATE UNIVERSITY**, hereby invites all interested suppliers to submit their quotation for the **Negotiated Procurement for Educational Touring Services for the Institute of Information Technology of Romblon State University** with an Approved Budget for the Contract amounting to *Two Million, Seven Hundred Thirty Thousand Pesos Only (PhP2,730,000.00)* subject to the General Conditions stated herein.

- 1. The procurement procedure for this project is Negotiated Procurement pursuant to Section 53.1 (Two Failed Biddings) of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 2. The Romblon State University now invites bids for the above Procurement Project. Delivery of the Goods is required by within twenty-five (25) 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.
- 3. Prospective Bidders may obtain further information from **Romblon State University** and inspect the Bidding Documents at the address given below during **Monday to Friday, 8:00 AM** to **5:00 PM**, **except holidays**.
- 4. A complete set of Bidding Documents may be acquired by interested Bidders on 04 April 2024 until before the opening of quotations from the given address and website(s) below.
- 5. The Romblon State University will hold a Pre-Negotiation Meeting on 08 April 2024, 09:00 AM at 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.
- 6. Submission: Manual (1 Original Copy and 3 True Copies), addressed to the Bids and Awards Committee Secretariat, BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon.

Activities	Schedule	Venue
Issuance and availability of Negotiation Documents	04 April to 10 April 2024	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Conduct of Pre- Negotiation Meeting	08 April 2024, 9:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Deadline for the submission of Negotiation Documents (Proposal)	11 April 2024, 9:30 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Opening of Negotiation Documents (Proposal)	11 April 2024, 9:30 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon

7. The schedule of negotiation activities is, as follows:

- 8. 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.
- **9.** For further information, please refer to:

MS. VEE F. FRANCISCO

Head, BAC Secretariat Romblon State University, Odiongan, Romblon 5505 Email Address: **bacrsu2016@gmail.com** Website: <u>www.rsu.edu.ph</u>

04 April 2024

(SGD) ATTY. GLENN NIÑO M. SARTILLO BAC Chairperson

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:
	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 SPMO.
	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 –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	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.
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.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.
Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.
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.

	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 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	No inspection/test required.

Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
Number	Description 5-Day Educational Tour Package (Batangas, Taguig, Subic, Manila, and Laguna) 1. PARTICIPANTS Total number of students: 182 students a. Batch 1 - 91 students with 5 Free of charge faculty chaperone; b. Batch 2 - 91 students with 5 Free of charge faculty chaperone. *schedule is upon the advice of the end user	Quantity	Total	Weeks/Months
1	 2. TRANSPORTATION a. Round-trip air-conditioned accommodation from Odiongan to Batangas and vice versa; b. DOT-accredited air-conditioned and well-sanitized (2) 49-pax passenger capacity tourist bus and (1) 9- pax passenger capacity c. DOT-accredited tourist drivers and licensed tour guides. 	182	182	
	 Note: Provision of enough umbrellas for the whole group. Should the vehicle develop any mechanical fault in transit, the tour agency must find a replacement as soon as possible Touring agency must ensure the safety of all passengers all the time 			
	 3. ACCOMMODATION A quadruple room or better accommodation in Metro Manila shall have: a. Air-conditioned rooms with a set of beddings, towels, and toiletries; b. Separate rooms for male and female students and provide beds as per standard requirements; 			

	c. 24/7 house guard, dining area,		
	lounge for recreation, purified		
	drinking stations, Wi-Fi, CCTV Cameras, accessible to malls		
	and hospitals.		
	und nospituis.		
4.	TRAVEL SAFETY KITS		
	a. Will provide safety kits or		
	equipment PPEs for plants		
	requiring it (mask, alcohol, wet		
	wipes, gloves, etc.)		
	b. First aid kit for the whole group		
	on board for each tour vehicles		
	throughout the trip with		
	essential medicines/over-the-		
	counter medicines (antacid for upset stomach, headache,		
	upset stomach, headache, antihistamine for allergies,		
	diarrhea, motion sickness,		
	fever, pain reliever, etc.)		
	c. Assist in case of health		
	emergency by providing a list		
	of emergency contact		
5.	TOUR COORDINATION		
	a. Securing Permits/Letter of		
	Request and Acknowledgement		
	from LGUs, in compliance with		
	CMO 63 s.2017, Provision of		
	entrance fees, if possible,		
	Certificate of		
	Participation/Attendance, follow-ups, and confirmation of		
	plant/company visits will be		
	provided, including orientation		
	about industry practices.		
	b. In case the companies/plants		
	are not available, then similar		
	places will be proposed subject		
	to the approval of the end-user		
	pursuant to pertinent CHED		
	issuances.		
_			
6.	TRAVEL INSURANCE		
	Comprehensive insurance coverage of not less than one hundred		
	thousand pesos (PhP100,000.00)		
	per participant.		
	per participant.		
7.	MEALS AND BEVERAGES		
	Meals and beverages for all		
	participants for the whole duration		
	of the trip (breakfast, lunch,		
	AM/PM snacks, and dinner)		
	N		
	Note:		
	- Must be willing to		
	accommodate food restrictions.		
	- The finalized meal set/menu		
	will be prepared by the end-		
	user subject to the approval of		
	the Health Services Unit		

 8. GIVEAWAYS a. Souvenir T-shirt for each participant subject to end-user approval. b. A gift/token will be provided for the visited company, subject to the approval of the end-user. 	
 9. TOUR SIGNAGES, BANNER, AND DOCUMENTATION a. Streamers will be provided. Design and dimension are subject to the approval of the end-user. 	
ITINERARY - Interactive/ experiential tours and activities for the whole group (please see the attached itinerary)	
 Provision in case of occurrence of Typhoon and other fortuitous events: If a typhoon and other fortuitous events occur before the educational tour schedule, the touring services may offer flexibility in the field trip itinerary, allowing for adjustments or rescheduling of activities as needed to accommodate the weather conditions to ensure the safety of everyone involved, subject to the approval of the end-user, mindful of the objectives of the Educational Tour. If a typhoon and other fortuitous events occur anytime during educational tours, the touring services provider should take immediate action to 	
 ensure the safety and wellbeing of the students and faculty. Specifically, they have to: Assess the severity of the typhoon and its potential impact on the safety of the students and the faculty. This includes monitoring weather reports and consulting with local authorities for updates and guidance; Device alternative plans that prioritize indoor activities or locations less affected by the typhoon. This 	

could include visits t	
museums, indo	or land
educational centers, o	or land
workshops;	
o Arrange education	al
workshops	or
presentations at th	e
	or
alternative indo	
venues. This can sti	
provide valuab	
learning experience	
related to the objective	2S
of the tour;	
• If outdoor excursion	
are not possibl	
consider arrangin	
virtual tours of relevan	
	Dr la
inviting guest speaker	
to provide insights an	u
• expertise remotely;	
• Provide essentia supplies such as foo	
water, and first aid kit	
and other necessition	
and blue heterstite	
accommodations	
covered within th	e
	y l
them; and	y line in the second se
• Any alternative activit	v
shall be implemente	-
only after the approv	
of the end-use	
mindful of th	
objectives of th	
Educational Tour.	
• If students and faculty and	e
stranded due to a typhoon an	
other fortuitous event on the	
way back to the University, the	
touring services provide	
should prioritize their wel	
being and provide necessar	
support. Specifically, they have	
to:	
• Provide free meals an	
refreshments for th	
duration of their stay	/;
and	
	0
medical assistance of	
emergency services	if
needed.	
Note:	
- Tour activities and dates and	
subject to change based of	
recommendations of the end	I-
user.	
- The final itinerary should b	
approved by the end-user an	d

 must adhere to existing health and safety protocols. No single use plastic in any of the activities 	

TECHNICAL SPECIFICATION

Solicitation No. RSU-2024-02-006 ABC: PhP2,730,000.00

Negotiated Procurement for Educational Touring Services for the Institute of Information Technology of Romblon State University

5-Day Educational Tour Package (Batangas, Taguig, Subic, Manila, and Laguna) 1. PARTICIPANTS Total number of students: 182 students a. Batch 1 - 91 students with 5 Free of charge faculty chaperone; b. Batch 2 - 91 students with 5 Free of charge faculty chaperone. *schedule is upon the advice of the end user 2. TRANSPORTATION a. Round-trip air-conditioned accommodation from	ITEM NO.	UNIT	ITEM DESCRIPTION	QTY	STATEMENT OF COMPLIANCE
Odiongan to Batangas and vice versa; b. DOT-accredited air-conditioned and well-sanitized (2) 49-pax passenger capacity tourist bus and (1) 9-pax passenger capacity c. DOT-accredited tourist drivers and licensed tour guides. 1 pax Provision of enough umbrellas for the whole group. 182 2 Should the vehicle develop any mechanical fault in transit, the tour agency must find a replacement as soon as possible 182 - Touring agency must ensure the safety of all passengers all the time 3. ACCOMMODATION A quadruple room or better accommodation in Metro Manila shall have: a. Air-conditioned rooms with a set of beddings, towels, and toiletries; b. Separate rooms for male and female students and provide beds as per standard requirements; c. 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV Cameras, accessible to malls and hospitals. 4. TRAVEL SAFETY KITS a. Will provide safety kits or equipment PPEs for plants requiring it (mask, alcohol, wet wipes, gloves, etc.) b. First aid kit for the whole group on board for each tour vehicles throughout the trip with essential	NO.		 5-Day Educational Tour Package (Batangas, Taguig, Subic, Manila, and Laguna) 1. PARTICIPANTS Total number of students: 182 students a. Batch 1 - 91 students with 5 Free of charge faculty chaperone; b. Batch 2 - 91 students with 5 Free of charge faculty chaperone. *schedule is upon the advice of the end user 2. TRANSPORTATION a. Round-trip air-conditioned accommodation from Odiongan to Batangas and vice versa; b. DOT-accredited air-conditioned and well-sanitized (2) 49-pax passenger capacity tourist bus and (1) 9-pax passenger capacity c. DOT-accredited tourist drivers and licensed tour guides. Note: Provision of enough umbrellas for the whole group. Should the vehicle develop any mechanical fault in transit, the tour agency must find a replacement as soon as possible Touring agency must ensure the safety of all passengers all the time 3. ACCOMMODATION Air-conditioned rooms with a set of beddings, towels, and toiletries; Separate rooms for male and female students and provide beds as per standard requirements; c. 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV Cameras, accessible to malls and hospitals. 4. TRAVEL SAFETY KITS Will provide safety kits or equipment PPEs for plants requiring it (mask, alcohol, wet wipes, gloves, etc.) First aid kit for the whole group on board for each 		

c. Assist in case of health emergency by providing a list of emergency contact
 5. TOUR COORDINATION a. Securing Permits/Letter of Request and Acknowledgement from LGUs, in compliance with CMO 63 s.2017, Provision of entrance fees, if possible, Certificate of Participation/Attendance, follow-ups, and confirmation of plant/company visits will be provided, including orientation about industry practices. b. In case the companies/plants are not available, then similar places will be proposed subject to the approval of the end-user pursuant to pertinent CHED issuances.
6. TRAVEL INSURANCE Comprehensive insurance coverage of not less than one hundred thousand pesos (PhP100,000.00) per participant.
7. MEALS AND BEVERAGES Meals and beverages for all participants for the whole duration of the trip (breakfast, lunch, AM/PM snacks, and dinner)
 Note: Must be willing to accommodate food restrictions. The finalized meal set/menu will be prepared by the end-user subject to the approval of the Health Services Unit
 8. GIVEAWAYS a. Souvenir T-shirt for each participant subject to enduser approval. b. A gift/token will be provided for the visited company, subject to the approval of the end-user.
 9. TOUR SIGNAGES, BANNER, AND DOCUMENTATION a. Streamers will be provided. Design and dimension are subject to the approval of the end-user.
ITINERARY - Interactive/ experiential tours and activities for the whole group (<i>please see the attached itinerary</i>)
 Provision in case of occurrence of Typhoon and other fortuitous events: If a typhoon and other fortuitous events occur before the educational tour schedule, the touring services may offer flexibility in the field trip itinerary, allowing for adjustments or rescheduling of activities as needed to accommodate the weather conditions to ensure the safety of everyone involved, subject to the approval of the end-user, mindful of the objectives of the Educational Tour. If a typhoon and other fortuitous events occur anytime during educational tours, the touring services provider should take immediate action to ensure the safety and well-being of the students and faculty. Specifically, they have to:
faculty. Specifically, they have to: • Assess the severity of the typhoon and its potential impact on the safety of the students and the faculty. This includes monitoring

	weather reports and consulting with local		
	authorities for updates and guidance;		
	• Device alternative plans that prioritize		
	indoor activities or locations less affected by		
	the typhoon. This could include visits to		
	museums, indoor educational centers, or		
	workshops;		
	• Arrange educational workshops or		
	presentations at the accommodation or		
	alternative indoor venues. This can still		
	provide valuable learning experiences		
	related to the objectives of the tour;		
	• If outdoor excursions are not possible,		
	consider arranging virtual tours of relevant		
	establishments or inviting guest speakers to		
	provide insights and expertise remotely;		
	• Provide essential supplies such as food,		
	water, and first aid kits, and other necessities		
	and hotel accommodations covered within		
	the package offered by them; and		
	• Any alternative activity shall be		
	implemented only after the approval of the		
	end-user, mindful of the objectives of the		
	Educational Tour.		
	• If students and faculty are stranded due to a typhoon		
	and other fortuitous event on their way back to the		
	University, the touring services provider should		
	prioritize their well-being and provide necessary		
	support. Specifically, they have to:		
	• Provide free meals and refreshments for the		
	duration of their stay; and		
	• Provide access to medical assistance or		
	emergency services if needed.		
	Note:		
	- Tour activities and dates are subject to change		
	based on recommendations of the end-user.		
	- The final itinerary should be approved by the end-		
	user and must adhere to existing health and safety		
	protocols.		
	 No single use plastic in any of the activities 		
<u> </u>	TOTAL	182	
		102	
			1

Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) 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>
- (e) Conformity with the Technical Specifications, which include production/delivery schedule, and manpower requirements; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (g) DOT Certification as Travel Agency and Tours Operator; and
- (h) Certification from LTFRB for the validity of the franchise of the proposed operator; **and**
 - (i) Vehicles' updated/valid documents pertaining to registration, insurance coverage, driver's license, assurance of roadworthiness.

Financial Documents

(j) 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

(k) 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.

II. FINANCIAL COMPONENT ENVELOPE

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

Name of the Procuring Entity

Project Reference Number Name of the Project Location of the Project

Standard Form Number: SF-GOOD-13a Revised on: July 28, 2004

Statement of the bidder's Single Largest and Completed Contracts (SLCC) similar to the contract

Business Name								
Business Address								
				Bidder's Role		A. Amount of	A. Date Awa	arded
Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	s Name s one Nos.	Nature of Work	Description	%	B. Amount at Completion C. Duration	D. contract Effectivity C. Date Completed	> P
Government								
<u>Private</u>								
				Total				
Note: This statement chall be supported with:	, bottono o	uithe -						

Note: This statement shall be supported with: 1 Notice of Award

NВ

Purchase Order Certificate of Acceptance

Submitted by

Designation Date

: (Printed Name & Signature) ..! ..

Name of the Procuring Entity

Project Reference Number Name of the Project Location of the Project

Standard Form Number: SF-GOOD-13a Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

	% of a. Owner's Name Awarded Accomplishment	b. Address c. Telephone Nos. Nature of Work Description % c. Date Started F							ent shall be supported with: Total Cost
Business Name : Business Address :	ct/	Project Cost 6	Government				Private		Note: This statement shall be supported with

- C O

Notice of Award and/or Contract Notice to Proceed issued by the owner Certificate of Accomplishments signed by the owner or authorized representative

(Printed Name & Signature) .. Submitted by Designation Date

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS



Romblon State University