Republic of the Philippines **ROMBLON STATE UNIVERSITY** Odiongan, Romblon

INVITATION FOR NEGOTIATED PROCUREMENT

for

Educational Touring Services for San Fernando Campus of Romblon State University

Solicitation No. RSU-2024-02-015 Source of Fund: 164 ABC: PhP3,256,000.00

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 San Fernando Campus of Romblon State University** with an Approved Budget for the Contract amounting to *Three Million, Two Hundred Fifty-Six Thousand Pesos Only (PhP3,256,000.00)* 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 15 May 2024 until before the opening of quotations from the given address and website(s) below.
- 5. The Romblon State University will hold a Negotiation Meeting on 17 May 2024, 11:30 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 (One (1) Original Hard Copy, and Three (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	15 to 23 May 2024	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Conduct of Negotiation Meeting	17 May 2024, 11:30 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Deadline for the submission of Negotiation Documents (Proposal)	23 May 2024, 11:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Opening of Negotiation Documents (Proposal)	23 May 2024, 11:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon

7. The schedule of negotiation activities are, 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: <u>bac@rsu.edu.ph</u> Cellphone No.: 09398173816 Website: <u>www.rsu.edu.ph</u>

10. You may visit the following websites:

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

15 May 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:
	 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
i	i. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	spare parts and other components required are listed in Section VI dule of Requirements) and the costs thereof are included in the contract
	Supplier shall carry sufficient inventories to assure ex-stock supply of mable spare parts or components for the Goods for a period of three (3)
-	parts or components shall be supplied as promptly as possible, but in any within one (1) month of placing the order.
Packa	aging –
their c in thi limita salt an weigh	upplier shall provide such packaging of the Goods as is required to prevent lamage or deterioration during transit to their final destination, as indicated s Contract. The packaging shall be sufficient to withstand, without tion, rough handling during transit and exposure to extreme temperatures, nd precipitation during transit, and open storage. Packaging case size and its shall take into consideration, where appropriate, the remoteness of the s' final destination and the absence of heavy handling facilities at all points nsit.
shall provid	ackaging, marking, and documentation within and outside the packages comply strictly with such special requirements as shall be expressly ded for in the Contract, including additional requirements, if any, specified y, and in any subsequent instructions ordered by the Procuring Entity.
The o	uter packaging must be clearly marked on at least four (4) sides as follows:
Name Contr Final Gross Any s Any s	of the Procuring Entity of the Supplier act Description Destination weight pecial lifting instructions pecial handling instructions elevant HAZCHEM classifications
-	kaging list identifying the contents and quantities of the package is to be d on an accessible point of the outer packaging if practical. If not practical ackaging list is to be placed inside the outer packaging but outside the

	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	The deliverables shall be subject to the inspection and acceptance of the Project Officer.

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
	6 Days and 5 Nights Educational Tour Package (Baguio City)			
	1. PARTICIPANTS			
	Total number of students: 176 students with 6 Free of Charge Faculty chaperone *schedule is upon the advice of the end user.			
	2. TRANSPORTATION			
	 a. Round-trip boat fare (tourist accommodation) from Romblon, Lucena, Batangas with terminal tickets and vice versa; b. DOT accredited air-conditioned and well sanitized (4) 49 pax passenger capacity tourist bus; and c. Tourist drivers and (1) licensed tour guides per bus. 			
1	Note:	176	176	
	 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 accommodation in Metro Manila, and Pampanga shall have:			
	a. Air-Conditioned rooms, with complete amenities with set of haddings towals and tailetriage			
	 beddings, towels and toiletries; b. Separate rooms for male and female students and provide beds as per standard requirements; and 			

c. 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV Cameras, accessible to malls and hospitals, and TV.	
4. TRAVEL SAFETY KITS	
a. Will provide safety kits or PPE for companies requiring it (Vest, Hard hat, face mask, googles, earplugs etc.). Accompanied by a nurse on 6 days tour;	
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, antihistamine for allergies, diarrhea, motion sickness, fever, pain reliever, etc.)	
c. Assist in case of health emergency through the provision of a list of emergency contact numbers.	
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 necessary; 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 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	

-	9breakfast, lunch, AM/PM 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. GIV	EAWAYS	
par app b. A g the	uvenir T-shirt for each ticipant subject to end-user proval; and gift/token will be provided for visited company, subject to approval of the end user.	
	JR SIGNAGES, BANNER, OCUEMENTATION	
De sub enc	eamers will be provided. sign and dimension are oject to the approval of the d-user; and oto and video documentation.	
ITINE	RARY	
	Interactive/ experiential tours and activities for the whole group (<i>please see the</i> <i>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	
	9	

	tours, the
touring service	-
should take imm	ediate action
to ensure the safe	ety and well-
being of the s	tudents and
faculty. Specif	ically, they
have to:	
• Assess th	e severity of
	oon and its
• •	impact on
	ety of the
students	and the
	This includes
-	ng weather
reports	and
-	g with local
authoritic	-
updates	and
guidance	
• Device	
	at prioritize
	activities or
locations	
affected	
	This could
include	visits to
museums	
	nal centers,
or works	* ·
	educational
worksho	
1	ions at the
accommo	
alternativ	
	This can still
provide	
	experiences
related	to the
	s of the tour;
	r excursions
	possible,
consider	6 6
virtual	tours of
relevant	
establish	
inviting	guest
	to provide
	and expertise
remotely	
o Provide	essential
	such as food,
	nd first aid
kits, a	and other
necessitie	es and hotel
accommo	odations
covered	within the
package	offered by
them; and	1

• 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	
<u> </u>	
services provider should prioritize their well-being	
1 0	
and provide necessary	
support. Specifically, they have to:	
• Provide free full meals and	
refreshments for the	
duration of their stay;	
and	
• Provide access to	
medical assistance or	
emergency services if	
needed.	
Notes:	
- 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 involved.	

TECHNICAL SPECIFICATIONS

Solicitation No. RSU-2024-02-011 ABC: PhP2,793,500.00

Negotiated Procurement for Educational Touring Services for the Hospitality Management Program of Romblon State University (San Fernando Campus)

ITEM NO.	UNIT	ITEM DESCRIPTION	QTY	STATEMENT OF COMPLIANCE ¹
1	pax	 6 Days and 5 Nights Educational Tour Package (Baguio City) 1. PARTICIPANTS Total number of students: 176 students with 6 Free of Charge Faculty chaperone *schedule is upon the advice of the end user. 2. TRANSPORTATION a. Round-trip boat fare (tourist accommodation) from Romblon, Lucena, Batangas with terminal tickets and vice versa; b. DOT accredited air-conditioned and well sanitized (4) 49 pax passenger capacity tourist bus; and c. Tourist drivers and (1) licensed tour guides per bus. Note: 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 accommodation in Metro Manila, and Pampanga shall have: a. Air-Conditioned rooms, with complete amenities with set of beddings, towels and toiletries; b. Separate rooms for male and female students and provide beds as per standard requirements; and 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV Cameras, accessible to malls and hospitals, and TV. 	151	

¹ [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.]

4. TRAVEL SAFETY KITS		
 a. Will provide safety kits or PPE for companies requiring it (Vest, Hard hat, face mask, googles, earplugs etc.). Accompanied by a nurse on 6 days tour; 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, antihistamine for allergies, diarrhea, motion sickness, fever, pain reliever, etc.) c. Assist in case of health emergency through the provision of a list of emergency contact numbers. 		
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 necessary; 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 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 9breakfast, 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 end-user approval; andb. A gift/token will be provided for the visited company, subject to the approval of the end user.		
9. TOUR SIGNAGES, BANNER, AND DOCUEMENTATION		
a. Streamers will be provided. Design and dimension are subject to the approval of the end-user; and		

b. Photo and video documentation.	
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	
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:	
• 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; andAny alternative activity shall be	
• 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:	

	TOTAL					
Notes: - -	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 involved.					
	 Provide free full meals and refreshments for the duration of their stay; and Provide access to medical assistance or emergency services if needed. 					

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; <u>and</u>
- (i) Vehicles' updated/valid documents pertaining to registration, insurance coverage, driver's license, assurance of roadworthiness, and proof of vehicle ownership by the bidder or other documents showing that vehicles could be deployed by the bidder during the educational tour (e.g. contract of lease or agreement between the bidder and the owner of the vehicles).

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

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



Romblon State University

Procuring Entity: Name of the Project: Location of the Project:

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

Business Name : Business Address :								
Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started	% of Accomplishment		Value of Outstanding Works/ Undelivered
			Description	%	c. Date of Completion	Planned	Actual	Portion
Government								
<u>Private</u>								
						Total Cos	st	

Submitted by

(Printed Name & Signature)

Designation Date Procuring Entity: Name of the Project: Location of the Project:

Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name :								
Business Address :		T						
Name of Contract	a. Owner Name b. Address	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Contract Effectivity		
	c. Telephone Nos.		Description	%	c. Duration	c. Date Completed		
Government								
<u>Private</u>								

Submitted by

(Printed Name & Signature)

Designation Date

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder				Proje	ct ID No	Page _	of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____