Republic of the Philippines ROMBLON STATE UNIVERSITY Odiongan, Romblon

INVITATION FOR NEGOTIATED PROCUREMENT

for

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

Solicitation No. RSU-2024-02-011 Source of Fund: 164 ABC: PhP2,793,500.00

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 Hospitality Management Program of Romblon State University (San Fernando Campus) with an Approved Budget for the Contract amounting to *Two Million*, *Seven Hundred Ninety-Three Thousand*, *Five Hundred Pesos Only (PhP2,793,500.00*) 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 unless otherwise advised by the end user. 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 03 June 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 03 June 2024, 1:30 PM 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.
- 7. The schedule of negotiation activities are, as follows:

Activities	Schedule	Venue
Issuance and availability of Negotiation Documents	03 to 10 June 2024	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Conduct of Negotiation Meeting	03 June 2024, 1:30 PM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Deadline for the submission of Negotiation Documents (Proposal)	10 June 2024, 10:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Opening of Negotiation	10 June 2024, 10:00 AM	BAC Office, Community Outreach Center, Romblon

Documents (Proposal)	State University, Odiongan, Romblon

- 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:

www.rsu.edu.ph

https://notices.philgeps.gov.ph/

03 June 2024

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

Special Conditions of Contract

	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	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.

Transportation -

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

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

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

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

Intellectual Property Rights –

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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.

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 (Manila- Pampanga)			
	1. PARTICIPANTS			
	Total number of students: 151 students with 6 Free of Charge Faculty chaperone *schedule is upon the advice of the end user.			
	2. TRANSPORTATION			
1	 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 	151	151	
	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
- 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-thecounter 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; and
- b. 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 accommodate the weather conditions to ensure 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:
 - o 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;
 - alternative Device plans that prioritize indoor activities or locations less affected by the typhoon. This could include visits museums, indoor educational centers, or workshops;
 - o 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 alternative o Any 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 touring University, the services provider should prioritize their well-being provide necessary and support. Specifically, they have to: free Provide full meals and refreshments for the duration of their stay; and o 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 (Manila-Pampanga) 1. PARTICIPANTS Total number of students: 151 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 c. 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV 	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 unamended 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 enduser approval; and
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9. TOUR SIGNAGES, BANNER, AND DOCUEMENTATION

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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 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; 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 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. 		
TOTAL	151	

Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents <u>Legal Documents</u> \square (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; <u>Technical Documents</u> \bigcap (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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar \bigcap (c) 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 or Original copy of Notarized Bid Securing Declaration; and the Technical Specifications, (e) Conformity with production/delivery schedule, and manpower requirements; and \prod (f) Original duly signed Omnibus Sworn Statement (OSS) and 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. DOT Certification as Travel Agency and Tours Operator; and (h) Certification from LTFRB for the validity of the franchise of the proposed operator; and Vehicles' updated/valid documents pertaining to registration, insurance \prod (i) 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 The prospective bidder's computation of Net Financial Contracting Capacity \prod (j) (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint \bigcap (k) venture is already in existence or 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
\prod (m)	Original of duly signed and accomplished Price Schedule(s).



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 :			<u> </u>					
Name of Contract/Location Project Cost	a. Owner Name b. Address	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started	% of Accomplishment		Value of Outstanding Works/ Undelivered
	c. Telephone Nos.		Description	%	c. Date of Completion	Planned		
Government								
<u>Private</u>								
						Total Cos	t	

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

Name of Contract	a. Owner Name b. Address	a. Owner Name b. Address Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awardedb. Contract Effectivityc. Date Completed
	c. Telephone Nos.		Description %	c. Duration		
<u>Government</u>						
<u>Private</u>						

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

For Goods Offered from Within the Philippines

Name of Bidder					Project ID 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	Duly authorized to sign the Bid for and behalf of:									