

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

INVITATION FOR NEGOTIATED PROCUREMENT

for

**Educational Touring Services for the
College of Engineering and Technology
(Electrical Engineering Department) of
Romblon State University**

Solicitation No. RSU-2024-02-008

Source of Fund: 164

ABC: PhP1,035,000.00

*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 College of Engineering and Technology (Electrical Engineering Department) of Romblon State University** with an Approved Budget for the Contract amounting to **One Million Thirty-Five Thousand Pesos Only (PhP1,035,000.00)** 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 **03 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 **09 May 2024, 9:00 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.
7. The schedule of negotiation activities is, as follows:

Activities	Schedule	Venue
Issuance and availability of Negotiation Documents	03 May to 10 May 2024	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Conduct of Negotiation Meeting	09 May 2024, 9:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Deadline for the submission of Negotiation Documents (Proposal)	10 May 2024, 9:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Opening of Negotiation Documents (Proposal)	10 May 2024, 9:00 AM	BAC Office, Community Outreach Center, Romblon 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: bacrsu2016@gmail.com

Cellphone No.: 09398173816

Website: www.rsu.edu.ph

10. You may visit the following websites:

For downloading of Bidding Documents:

www.rsu.edu.ph

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

03 May 2024

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

Special Conditions of Contract

GCC Clause	
1	<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 SPMO.</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> <ul 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
	<ul style="list-style-type: none"> 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> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul 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:

- 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.

	<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>
2	<p>The deliverables shall be subject to the inspection and acceptance of the Project Officer.</p>

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
1	<p>5-Day Educational Tour Package (Benguet, Pangasinan, Bataan, and Laguna)</p> <p>1. PARTICIPANTS Total number of students: 69 students with 4 Free of charge faculty chaperone. *schedule is upon the advice of the end user</p> <p>2. TRANSPORTATION</p> <p>a. Round-trip air-conditioned accommodation from Odiongan to Batangas and vice versa;</p> <p>b. DOT-accredited air-conditioned and well-sanitized two (2) 49 pax passenger capacity tourist bus;</p> <p>c. One (1) licensed tourist drivers and one (1) DOT-accredited tour guide per bus.</p> <p>Note:</p> <ul style="list-style-type: none"> - 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 <p>3. ACCOMMODATION A quadruple room or better accommodation in Metro Manila shall have:</p> <p>a. Air-conditioned rooms with a set of beddings, towels, and toiletries;</p> <p>b. Separate rooms for male and female students and provide beds as per standard requirements;</p> <p>c. 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV</p>	69	69	

	<p>Cameras, accessible to malls and hospitals, and TV.</p> <p>4. TRAVEL SAFETY</p> <ul style="list-style-type: none"> a. Will provide safety kits or equipment PPEs for plants requiring it (mask, alcohol, wet wipes, gloves, vest, hard hat, 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, 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. <p>5. TOUR COORDINATION</p> <ul style="list-style-type: none"> a. Securing Permits/Letter of Request and Acknowledgment 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 the approval of the end-user pursuant to pertinent CHED issuances. <p>6. TRAVEL INSURANCE</p> <p>Comprehensive insurance coverage of not less than one hundred thousand pesos (PhP100,000.00) per participant.</p> <p>7. MEALS AND BEVERAGES</p> <p>Meals and beverages for all participants for the whole duration of the trip (breakfast, lunch, AM/PM snacks, and dinner)</p> <p>Note:</p>			
--	--	--	--	--

	<ul style="list-style-type: none"> - 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. <p>8. GIVEAWAYS</p> <ul style="list-style-type: none"> a. A gift/token will be provided for the visited company, subject to the approval of the end-user. <p>9. TOUR SIGNAGES, BANNER, AND DOCUMENTATION</p> <ul style="list-style-type: none"> a. Streamers will be provided. Design and dimension are subject to the approval of the end-user. <p>ITINERARY</p> <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ Assess the severity of the typhoon and its potential impact on the safety of the students 			
--	--	--	--	--

	<p>and the faculty. This includes monitoring weather reports and consulting with local authorities for updates and guidance;</p> <ul style="list-style-type: none"> ○ 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. <ul style="list-style-type: none"> ● 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 			
--	---	--	--	--

	<p>support. Specifically, they have to:</p> <ul style="list-style-type: none"> ○ Provide free full meals and refreshments for the duration of their stay; and ○ Provide access to medical assistance or emergency services if needed. <p>Notes:</p> <ul style="list-style-type: none"> - 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 SPECIFICATION

Solicitation No. RSU-2024-02-008

ABC: PhP1,035,000.00

Negotiated Procurement for Educational Touring Services for the College of Engineering and Technology (Electrical Engineering Department) of Romblon State University

ITEM NO.	UNIT	ITEM DESCRIPTION	QTY	STATEMENT OF COMPLIANCE
1	pax	<p>5-Day Educational Tour Package (Benguet, Pangasinan, Bataan, and Laguna)</p> <p>1. PARTICIPANTS Total number of students: 69 students with 4 Free of charge faculty chaperone. *schedule is upon the advice of the end user</p> <p>2. TRANSPORTATION</p> <p>a. Round-trip air-conditioned accommodation from Odiongan to Batangas and vice versa;</p> <p>b. DOT-accredited air-conditioned and well-sanitized two (2) 49 pax passenger capacity tourist bus;</p> <p>c. One (1) licensed tourist drivers and one (1) DOT-accredited tour guide per bus.</p> <p>Note:</p> <ul style="list-style-type: none"> - 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 <p>3. ACCOMMODATION A quadruple room or better accommodation in Metro Manila shall have:</p> <p>d. Air-conditioned rooms with a set of beddings, towels, and toiletries;</p> <p>e. Separate rooms for male and female students and provide beds as per standard requirements;</p> <p>f. 24/7 house guard, dining area, lounge for recreation, purified drinking stations, Wi-Fi, CCTV Cameras, accessible to malls and hospitals, and TV.</p> <p>4. TRAVEL SAFETY</p> <p>d. Will provide safety kits or equipment PPEs for plants requiring it (mask, alcohol, wet wipes, gloves, vest, hard hat, etc.)</p> <p>e. 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</p>	69	

		<p>allergies, diarrhea, motion sickness, fever, pain reliever, etc.)</p> <p>f. Assist in case of health emergency through the provision of a list of emergency contact numbers.</p> <p>5. TOUR COORDINATION</p> <p>c. Securing Permits/Letter of Request and Acknowledgment 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.</p> <p>d. 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.</p> <p>6. TRAVEL INSURANCE Comprehensive insurance coverage of not less than one hundred thousand pesos (PhP100,000.00) per participant.</p> <p>7. MEALS AND BEVERAGES Meals and beverages for all participants for the whole duration of the trip (breakfast, lunch, AM/PM snacks, and dinner)</p> <p>Note:</p> <ul style="list-style-type: none"> - 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. <p>8. GIVEAWAYS</p> <p>b. A gift/token will be provided for the visited company, subject to the approval of the end-user.</p> <p>9. TOUR SIGNAGES, BANNER, AND DOCUMENTATION</p> <p>b. Streamers will be provided. Design and dimension are subject to the approval of the end-user.</p> <p>ITINERARY</p> <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> • 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. 	
--	--	--	--

		<ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ 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; ○ Devise 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: <ul style="list-style-type: none"> ○ Provide free full meals and refreshments for the duration of their stay; and ○ Provide access to medical assistance or emergency services if needed. <p>Notes:</p> <ul style="list-style-type: none"> - 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		69		

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 **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which include production/delivery schedule, and manpower requirements; **and**
- (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; **and**
- (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, 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) **or** 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 **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**
- (m) Original of duly signed and accomplished Price Schedule(s).

FORMS

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 c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

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 : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<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 _____ 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 authorized to sign the Bid for and behalf of: _____



Romblon State University