

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

# **INVITATION FOR NEGOTIATED PROCUREMENT**

**for**

**Supply and Delivery of Packaging Boxes  
for the Marble Novelty Project of the  
Center of Innovative Learning and  
Enterprise Development (CiLearnED)  
of Romblon State University**

**Solicitation No. RSU-2024-03-027**

**Source of Fund: DOST GIA**

**ABC: PhP871,000.00**

*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 **Supply and Delivery of Packaging Boxes for the Marble Novelty Project of the Center of Innovative Learning and Enterprise Development (CiLearnED) of Romblon State University (ABC: PhP871,000.00)** with an Approved Budget for the Contract amounting to *Eight Hundred Seventy-One Thousand Pesos Only (PhP871,000.00)* 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 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, 1:00 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 (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 June to 10 June 2024	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Conduct of Negotiation Meeting	03 June 2024, 1:00 PM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Deadline for the submission of Negotiation Documents (Proposal)	10 June 2024, 9:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Opening of Negotiation Documents (Proposal)	10 June 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](mailto:bacrsu2016@gmail.com)*

*Cellphone No.: 09398173816*

*Website: [www.rsu.edu.ph](http://www.rsu.edu.ph)*

10. You may visit the following websites:

For downloading of Bidding Documents:

[www.rsu.edu.ph](http://www.rsu.edu.ph)

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

**03 June 2024**

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol> <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><b>Spare Parts –</b></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> <ol style="list-style-type: none"> <li>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</li> </ol>

	<p>2. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p>

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	Packaging Boxes for marble novelty products:			
1	BOX 1 Folded size: 14" x 14" x 6" Spread size: 41.75" x 26" Material: C-flute corrugated board (CC#12 on KL/CM-C) With print (4 colors), load capacity: 2-4kg (max load if with rope or twine support)	2,500	2,500	
2	BOX 2 Folded size: 9" x 9" x 13" Spread size: 37.75" x 30.75" Material: C-flute corrugated board (CC#12 on KL/CM-C) With print (4 colors), load capacity 2-4kg (max load if with rope or twine support)	3,000	3,000	
3	BOX 3 Folded size: 5" x 5" x 7" Spread size: 21.25" x 23" Material: Carrier board #20 With print (4 colors), load capacity 1-2kg.	3,250	3,250	
	Inclusion: Some boxes to be cut at the RSU CiLearnED FabLab cardboard cutting machine. Supplier to train faculty and students on the art of cutting boxes using the equipment.			

## TECHNICAL SPECIFICATION

Solicitation No. RSU-2024-03-027

ABC: PhP871 ,000.00

### Supply and Delivery of Packaging Boxes for the Marble Novelty Project of the Center of Innovative Learning and Enterprise Development (CiLearnED) of Romblon State University

Item	Specification	Statement of Compliance
	Packaging Boxes for marble novelty products:	
1	BOX 1 Folded size: 14"× 14" x 6" Spread size: 41.75"× 26" Material: C-flute corrugated board (CC#12 on KL/CM-C) With print (4 colors), load capacity: 2-4kg (max load if with rope or twine support)	
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3	BOX 3 Folded size: 5" x 5"× 7" Spread size: 21.25" x 23" Material: Carrier board #20 With print (4 colors), load capacity 1-2kg.	
	Inclusion: Some boxes to be cut at the RSU CiLearnED FabLab carboard cutting machine. Supplier to train faculty and students on the art of cutting boxes using the equipment.	



***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 may include production/delivery schedule, manpower requirements, and/or after-sales/parts; **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.

#### Financial Documents

- (g) 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*

- (h) 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

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) 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]*

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**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