

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

# **INVITATION FOR NEGOTIATED PROCUREMENT**

**for**

**Supply and Delivery of Tactical and Safety  
Equipment and Supplies for Romblon State  
University**

**Solicitation No. RSU-2024-04-038**

**Source of Fund: 164**

**ABC: PhP179,500.00**

*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 **Supply and Delivery of Tactical and Safety Equipment and Supplies for Romblon State University** with an Approved Budget for the Contract amounting to ***One Hundred Seventy-Nine Thousand, Five Hundred Pesos Only (PhP179,500.00)*** 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 (RIRR) 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 **08 July 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 **11 July 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	08 July to 15 July 2024	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Conduct of Negotiation Meeting	11 July 2024, 1:30 PM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Deadline for the submission of Negotiation Documents (Proposal)	15 July 2024, 11:00 AM	BAC Office, Community Outreach Center, Romblon State University, Odiongan, Romblon
Opening of Negotiation Documents (Proposal)	15 July 2024, 11:00 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: [bac@rsu.edu.ph](mailto:bac@rsu.edu.ph)*

*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/>

**08 July 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>

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 –**

	<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>															
1	Black Defensive Telescopic baton stick (please see attached picture in Annex A)	20	20																
2	Poncho Raincoat heavy duty, Color: green (please see attached picture in Annex A)	10	10																
3	Rubber Boots	10	10																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Size US</th> <th style="text-align: center;">Size EU</th> <th style="text-align: center;">Qty.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">40</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">8.5</td> <td style="text-align: center;">42</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">9</td> <td style="text-align: center;">43</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">44</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>				Size US	Size EU	Qty.	7	40	2	8.5	42	3	9	43	3	10	44	2
	Size US				Size EU	Qty.													
	7				40	2													
	8.5				42	3													
9	43	3																	
10	44	2																	
(please see attached picture in Annex A)																			
4	Polyester Fabric Uniform (please see attached picture in Annex A)	128	128																
5	Cal. 38 Firearm Holster, leather, standard size (right)	2	2																
6	Cal. 45 Firearm Holster, leather, standard size (right)	2	2																
7	9mm Firearm Tactical Holster, carbon fiber (right)	2	2																
8	Belt for firearm holster, leather, 4.5 inches width (right)	4	4																
9	Handcuffs, stainless metal (police type), double lock, round (please see attached picture in Annex A)	4	4																
10	Vehicle Search Inspection Mirror, 47 inches long GI pipes, spray paint finished; 12 inches Round Mirror with 2 movable wheels; 8 inches long foam handle with LED flashlight (please see attached picture in Annex A)	2	2																
11	Metal Detector, Handheld, Garret Type (please see attached picture in Annex A)	2	2																
12	Baston, alloy steel, black, 28 inches long (please see attached picture in Annex A)	2	2																
13	Stun Device, re-chargeable, black, 4.6*16.7cm, 60000K Volt	2	2																

	(please see attached picture in Annex A)			
14	Search Light, Re-chargeable, waterproof, 6–8 hour battery, portable, waterproof, LED, adjustable light modes(high/low/flash), Power:10W Maximum range: more than 500 meters	2	2	
15	Tactical LED Flashlight with electric shock or Stun Gun, rechargeable battery & 24 Hours Using Time, portable, waterproof & impact resistant, 500mAh, wattage: 30W, Lumen: 2300, lighting distance: >500 meters  (please see attached picture in Annex A)	2	2	
16	Tactical Baton/defense Stick, Retractable (with part), alloy steel, 21-inches long  (please see attached picture in Annex A)	2	2	



## TECHNICAL SPECIFICATIONS

**Solicitation No. RSU-2024-04-038**

**ABC: PhP179,500.00**

### Supply and Delivery of Tactical and Safety Equipment and Supplies for Romblon State University

ITEM NO.	UNIT	ITEM DESCRIPTION	QTY	STATEMENT OF COMPLIANCE <sup>1</sup>															
1	piece	Black Defensive Telescopic baton stick (please see attached picture in Annex A)	20																
2	piece	Poncho Raincoat heavy duty, Color: green (please see attached picture in Annex A)	10																
3	piece	Rubber Boots	10																
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4	piece	Polyester Fabric Uniform (please see attached picture in Annex A)	128																
5	unit	Cal. 38 Firearm Holster, leather, standard size (right)	2																
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8	unit	Belt for firearm holster, leather, 4.5 inches width (right)	4																
9	unit	Handcuffs, stainless metal (police type), double lock, round (please see attached picture in Annex A)	4																
10	unit	Vehicle Search Inspection Mirror, 47 inches long GI pipes, spray paint finished; 12 inches Round Mirror with 2 movable wheels; 8 inches long foam handle with LED flashlight	2																

<sup>1</sup> [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.]

		(please see attached picture in Annex A)		
11	unit	Metal Detector, Handheld, Garret Type (please see attached picture in Annex A)	2	
12	unit	Baston, alloy steel, black, 28 inches long (please see attached picture in Annex A)	2	
13	unit	Stun Device, re-chargeable, black, 4.6*16.7cm, 60000K Volt (please see attached picture in Annex A)	2	
14	unit	Search Light, Re-chargeable, waterproof, 6–8 hour battery, portable, waterproof, LED, adjustable light modes(high/low/flash), Power:10W Maximum range: more than 500 meters	2	
15	unit	Tactical LED Flashlight with electric shock or Stun Gun, rechargeable battery & 24 Hours Using Time, portable, waterproof & impact resistant, 500mAh, wattage: 30W, Lumen: 2300, lighting distance: >500 meters (please see attached picture in Annex A)	2	
16	unit	Tactical Baton/defense Stick, Retractable (with part), alloy steel, 21-inches long (please see attached picture in Annex A)	2	
<b>TOTAL</b>			<b>196</b>	

***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) 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**
- (c) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (d) 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.

## II. FINANCIAL COMPONENT ENVELOPE

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



Romblon State University

**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: \_\_\_\_\_