Invitation for Negotiated Procurement

PROCUREMENT OF HOTEL ACCOMMODATION, MEALS AND SNACKS AND VENUE

1. The LGU of San Marcelino Bids and Awards Committee (BAC) invites interested suppliers to participate in the negotiation for the Project, "PROCUREMENT OF HOTEL ACCOMMODATION, MEALS AND SNACKS AND VENUE for the upcoming Budget Finalization Cum Consolidation of Budget Proposals into the Local Expenditure Program (LEP) of San Marcelino, Zambales, in accordance with Section 35.9 of the Implementing Rules And Regulations Of Republic Act No. 12009 Or The New Government Procurement Act the Approved Budget for the Contract is Four Hundred Forty Two Thousand Pesos (442,000.00) under Appropriation ordinance no 66 annual executive budget FY 2025.

   Detailed service requirements are indicated in the Terms of Reference (TOR) for the project (see Annex A and Contract Agreement as specified).

2. The interested consultant whose submission is determined as the successful offer shall be required to submit the following documents within three (3) calendar days from notice:

   (a) Duly accomplished RFQ;
   (b) CY 2024 Income Tax Returns with proof of payment and VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from Augusto 2024 to December 2024; and
   (c) Philippine Government Electronic Procurement System (PhilGeps) Registration Number.

3. For further information, you may ask the LGU San Marcelino-Head BAC Secretariat, Mrs. Janis C. Noble at the SB office from 9:00 A.M. to 5:00 P.M.

ENGR. ARMIDA L. FABELINIA
BAC Chairperson

TERMS OF REFERENCE

PROCUREMENT OF HOTEL ACCOMMODATION, MEALS AND SNACKS AND VENUE

I. Scope of Service

The service provider should be able to provide the function room and facilities/ amenities, accommodations and meals with the following specifications:

General Requirements

1. Price quotation for three (3) days and two (2) nights

2. Event date is on 24-26 September 2025 (Wednesday-Friday)

3. Preferred location: Taguig City

4. Number of persons: 40 pax

5. Free parking space for participants.

6. Free shuttle service within the vicinity

7. Accommodations, meals, use function room and other facilities/ amenities, in case of additional participants, shall be at the same price or less than the regular participants.

8. Price quotation should be denominated in the Philippine Peso and inclusive of 12% VAT and all other applicable taxes and charges. Price validity shall be for a period of one hundred twenty (120) calendar days.

Specific Requirements

A. Function Room The service provider shall provide venues for various activities for the duration of the event. Below are the minimum requirements:

1 Check-in and Luggage Drop-Off Counters

1.1. Table set-up for check-in counters where employees shall drop-off their luggage before proceeding to the function room for the planning session. Area/set-up for check-in and luggage drop-off should be in the same floor where the function room specified in Item A.2. is located 3

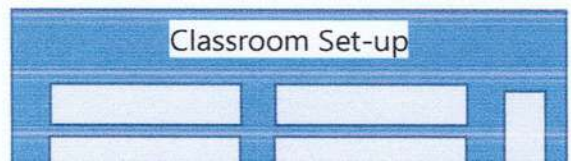
1.2. Service Provider shall set-up at least one (1) check-in counter, each with at least one (1) staff assigned. It shall provide at least 40 luggage tags.

1.3. Service Provider shall be responsible in transferring the luggage of employees to their assigned rooms once available

1.4. Room keys shall be distributed at 1:00PM at the end of the 1st day session on September 24, 2025

2. Function Rooms

2.1. One (1) guaranteed air-conditioned function room. Must be able to accommodate a minimum of forty (40) pax based on the required room set-ups, illustrated as follows.



2.2 There should be available restrooms for male and female located near the function rooms.

2.3 The following shall be available in the function room throughout the activity

- Whiteboard/flip chart, markers, pads and pen/pencils and mints/candies.
- One (1) wide screen for LCD Projector. Should the LGU of San Marcelino bring LCD projector/s and microphone/s, electricity charge for the said equipment is free or waived.
- Basic lights and audio/PA system including microphones.
- WiFi access/connection

B. Accommodations

The service provider shall provide overnight room accommodations for a minimum of 40 pax with the following minimum requirements:

1. Guaranteed air-conditioned room, with basic hotel room facilities including but not limited to: beddings, cable television, IDD/NDD phone system, WiFi access, closet, safety vault, refrigerator, mini-bar and coffee and tea making machine, toilet and bath with daily replenishment of bath towels and toiletries for each guest; hot and cold shower water supply: and complimentary bottled water for each guest. Room accommodations shall include complimentary use of hotel facilities (ie. swimming pool).

2. Room allocations

- For __ Female Employees
  - __ Deluxe Executive Twin (Double)
  - __ Deluxe Executive Twin with Extra Bed (Triple)
  - __ Deluxe Premiere (Double)
- For __ Male Employees
  - __ Deluxe Executive Twin (Double)
  - __ Deluxe Executive Twin with Extra Bed (Triple)
  - __ Deluxe Premiere (Double)

- Bed configuration for sharing rooms should be two (2) double/queen/king-sized beds (no double decks or floor mattresses).

C. Meals The service provider shall provide the following meal requirements for a minimum of 40 pax:

1. Meal Schedule

Day 1: Morning Snack, Managed Buffet Lunch, Afternoon Snack and Managed Buffet Dinner

Day 2: Managed Buffet Breakfast, Packed Morning and Afternoon Snack and Managed Buffet Dinner

Day 3: Managed Buffet Breakfast, Packed Morning and Afternoon Snack and Managed Buffet Dinner

3. Free flowing coffee and tea, with provision for water station, throughout the function.

4. There shall be a set-up of two-way buffet station.

5. Venue for Meals

- Breakfast shall be served in a restaurant located inside the hotel (accommodations)
- Lunch and dinner shall be served in Function Room or in the restaurant located inside the hotel if available

6. Proposed menu shall be submitted and food tasting shall be conducted upon request of the LGU of San Marcelino.

7. Menu for the entire function shall be subject to the approval of the LGU of San Marcelino, Zambales.

II. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine peso, shall include all taxes, duties and/or levies payable.

2. The quoted prices shall be considered fixed and not subject to price escalation during contract implementation.

3. Price validity must be for a period of thirty (30) days from submission of quotation.
4. Payment shall be made within thirty (30) days after the complete delivery of required goods and services, and acceptance thereof by the LGU of San Marcelino, Zambales. The LGU shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.

5. Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

III. GENERAL CONDITIONS

1. All entries in the Request of Quotation must be typewritten in the company's letterhead, duly signed by the supplier/dealer or its duly authorized representative
2. 2. A Certified True Copy of the suppliers/dealer's valid PhilGEPS Registration Number/Certificate, including an original copy of the duly notarized Omnibus Sworn Statement (template attached), shall be attached to the quotation upon submission
3. The duly accomplished and signed RFQ, including the required documents enumerated therein, must be submitted not later than 12:00 NN, 17 September 2025 to the following:

FLORALYN D. RAMAT-MENDOZA, EnP.
BAC Member

ENGR. ARMIDA L. FABELINIA
BAC Chairperson

4. For verification validation purposes. the bidder with the lowest calculated quotation shall be subject to post-qualification and are required to present the original copies of the documentary requirements enumerated in the Reply Slip, as necessary
   a. Valid PhilGEPS Registration Number/Certificate
   b. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the respective supplier is located; and
   c. Latest Income/Business Tax Return (ITR)
5. The **LGU of San Marcelino, Zambales** reserves the right to reject any or all Quotations/Bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government

IV. SPECIAL CONDITIONS

Qualification of Supplier

1. The supplier/bidder must be a holder of a valid business license/s issued by relevant government agencies and must be duly registered with the PhilGEPS

Limitation of Liability.

2. Subject to the LGU's obligation to pay the price due to the Supplier, either party's liability in Contract, tort or otherwise (including negligence) arising directly Out of or in connection with. this TOR or the performance or observance of its obligations under this TOR and every applicable part of it shall be limited in aggregate to the Price

Termination

3. The agreement between the LGU of San Marcelino, Zambales and the Supplier shall be effective upon its approval by the former and acceptance by the latter and shall continue unless terminated sooner or until the completion date

4. Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR. which is not remedied (if it is capable of being remedied) within fifteen (15) days of written notice from the other Party so to do

5. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party. nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to Come into or continue in force on or after such termination.

Miscellaneous

6. The failure of either party to enforce its rights based on the agreement under this TOR at any time for any period sha not be construed as a waiver of such rights

7. if any part, term, or provision of this TOR is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected

8. Neither Party shall be liable for failure to perform or delay in performing any obligation under this TOR if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war civil commotion or industrial dispute If such delay or failure continues for at least five (5) days the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.

9. It is understood that all the relevant provisions of the Republic Act No. 9184 otherwise known as the Government Procurement Reform Act, and its 2016 Revised Implementing Rules and Regulations shall apply. govern, and complement the agreement arrived at under this TOR.

ENGR. ARMIDA L. FABELINIA
MGDH-Mun. Engr./ BAC
CHairperson

5 September 2025

RESOLUTION RECOMMENDING, BY REFERENDUM, AWARD OF CONTRACT THROUGH NEGOTIATED PROCUREMENT UNDER SECTION 35.9 LEASE OF REAL PROPERTY AND VENUE PROCUREMENT OF HOTEL ACCOMMODATION, MEALS AND SNACKS AND VENUE FOR THE UPCOMING BUDGET FINALIZATION CUM CONSOLIDATION OF BUDGET PROPOSALS INTO THE LOCAL EXPENDITURE PROGRAM (LEP) OF SAN MARCELINO, ZAMBALES

BAC Resolution No. NPLV-002

WHEREAS, the LGU of San Marcelino, Zambales intends to lease a venue (inclusive of meals) for the Procurement of Meals and Accommodation for Three (3) Days and Two (2) Nights for the Upcoming Budget Finalization Cum Consolidation of Budget Proposals Into The Local Expenditure Program (LEP) of San Marcelino, Zambales;

WHEREAS, The Procurement of Hotel Accommodation, Meals and Snacks and Venue for the Upcoming Budget Finalization Cum Consolidation Of Budget Proposals Into The Local Expenditure Program (LEP) of San Marcelino, Zambales, with an Approved Budget for the Contract (ABC) in the amount of Four Hundred Forty-Two Thousand Pesos only (442,000.00), chargeable against the General Fund of FY 2025 under the Mayor's Office MOOE – Training Expense;

WHEREAS, Sec. 39.5 of the 2025 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, otherwise known as the " NEW GOVERNMENT PROCUREMENT ACT of 2024", allows Negotiated Procurement as a mode of procurement for the lease of privately owned real property and venue for official use, subject to the Consolidated Guidelines for the Alternative Methods of Procurement of the 2025 IRR of RA 12009;

WHEREAS, Sec. 35.9.1 paragraph b) states that "Venue refers to training centers, convention halls, hotels, and similar establishments catering to trainings, seminars, conferences, conventions, symposia and similar gatherings requiring the official participation of government officials and employees. This may include meals and accommodation depending on the requirements of the Procuring Entity";

WHEREAS, in compliance with RA 9184's IRR, Section 35.9.3 (b)(i) The BAC shall send the RFQ to at least three (3) venues within the vicinity of the selected location. Receipt of at least one (1) quotation is sufficient to proceed with the evaluation thereof.

WHEREAS, in response to the solicitation of offers, quotations were received from: _____Hotel (Php _____), _____Hotel, (PhP

_____) and **Seda BGC** (PhP 423,000), which submitted the lowest calculated and responsive quotation in the amount of Four Hundred Twenty-Three Pesos (Php 423,200.00) only;

NOW, THEREFORE, we, the members of the Bids and Awards Committee of LGU of San Marcelino, Zambales, RESOLVE to RECOMMEND to the Head of Procuring Entity (HOPE) to resort to Negotiated Procurement (Lease of Real Property/Venue) as the alternative method of procurement for 35.9 LEASE OF REAL PROPERTY AND VENUE PROCUREMENT OF HOTEL ACCOMMODATION, MEALS AND SNACKS AND VENUE FOR THE UPCOMING BUDGET FINALIZATION CUM CONSOLIDATION OF BUDGET PROPOSALS INTO THE LOCAL EXPENDITURE PROGRAM (LEP) OF SAN MARCELINO, ZAMBALES to be held on September 24, 25 and 26, 2025, from Seda BGC, subject to the above-mentioned requirements and provided that existing auditing rules and regulations shall be strictly observed by the end-user.

ADOPTED, this __ day of September 2025, San Marcelino, Zambales.

ENGR. ARMIDA L. FABELINIA
BAC Chairperson

FLORALYN D. RAMAT-MENDOZA
BAC Vice-Chairman

DARIO R. MAURICIO
BAC Member

ARSENIO EDAR C. MAURICIO III
BAC Member

SAHRA V. SORIA
BAC Member

Approved:

HON. ELVIS RAGADIO SORIA
Head of Procuring Entity/ Municipal Mayor
Date Approved: _____

Name of Company: _____
Address: _____
Name of Store/Shop: _____
Address: _____
TIN: _____
PHILGEPS Registration Number: _____

INSTRUCTIONS:

1. Accomplish this RFQ correctly and accurately
2. Do not alter the contents of this form in any way
3. All Technical specifications are mandatory. Failure to comply with any of the mandatory requirements will disqualify your quotation.
4. Failure to follow these instructions will disqualify your quotation.

Sir/Madam:

After having carefully read and accepted the Terms and Conditions in the Request for Quotation hereunder is our Quotation for the items as follows:

TECHNICAL SPECIFICATION

1. Please quote your **best offer** for the item/s below. Please do not leave blank items indicate "0" if the items being offered is for free.

2. Bidders must state "Comply" or any equivalent term in the column "Bidder's Statement of Compliance against each of the individual parameters of each specification.

Item	Description	Total Quantity	Bidder's Statement of Compliance	Unit Cost (VAT Inclusive)	Total Cost (VAT Inclusive)
A.	Hotel Accommodation, Meals/ Snacks and Venue	40PAX	Comply	11,050	442,000.00

SCHEDULE OF REQUIREMENTS

A.	Delivery within fifteen (15) calendar days upon receipt of Notice to Proceed Certificate of Acceptance will be released if delivered items are according to the requirements specified in the Technical Specifications

FINANCIAL OFFER	
Approved Budget for the Contract	Total Offered Quotation
One Hundred Eighty Thousand Pesos Only (442,000.00)	In Words: _____ _____ _____ In figures: _____

Payment Details	Payment shall be made promptly, but in no case sixty (60) days through land Bank's LDDAP-ADA/Bank Transfer facility after submission of billing statement/invoice and upon fulfillment of other obligations as stipulated in the contract as well as upon inspection and acceptance of this goods by the end user.
Banking Institution	
Account Number	
Account Name	
Branch	

_____
Signature over Printed name

_____
Position Designation