



0119v.2021

SEALED QUOTATION FORM

Date: 14 October 2021

Sir/ Madam:

Please furnish us with your quotation on or before 19 October 2021, 5:00PM for the following:

NO.	QTY	UNIT	PARTICULARS	ABC	Amount
	3	lots	<u>Pool - Specialty Works and Others (M/R Building - Repairs and Others)</u> <u>Supply, delivery and installation of Glass Counter Barriers</u> <u>for Seven (7) Branches in Luzon Central 1 Division</u>		
NO.	QTY	UNIT	PARTICULARS	ABC	Amount
1	1	Lot	Lot I – Nueva Ecija & Aurora	216,453.33	
			Baler Branch 2F, NE Mall Baler, National Highway, Brgy. Suklayin, Baler, Aurora Cabanatuan Branch NE Pacific Shopping Center, Km. 111, Maharlika Highway, Brgy. Hermogenes C. Concepcion Sr., Cabanatuan City, Nueva Ecija San Jose NE Branch NE Bodega, Brgy. Abar 2nd, San Jose City, Nueva Ecija		
2	1	Lot	Lot II – Pangasinan	324,663.34	
			Dagupan Branch East Gate Plaza, AB Fernandez Ave., Brgy. Mayombo, Dagupan City, Pangasinan San Carlos, Pangasinan Branch 2F, San Carlos Town Center, Rizal Ave. cor. Zamora St., Brgy. Rizal (Pob.), San Carlos City, Pangasinan Urdaneta 3/F Government Center, CB Mall, Mc Arthur Hiway, Nancayasan, Urdaneta City, Pangasinan		
3	1	Lot	Lot III – Tarlac	202,710.00	
			Tarlac Branch SSS Bldg., Macabulos Drive, San Vicente, Tarlac City, Tarlac		
GRAND TOTAL ABC: Php743,826.67					

Note: Please ensure each and all pages attached herein are read and signed.

Attachments: Bid Proposal Form and Technical Drawings

This is to certify that the price offer conforms to the specification of the project and that the above terms and conditions are understood and complied.

Owner/Company Representative
(Signature over Printed Name)

Please indicate below your Business Name,
Address and Telephone Number and Date Received.

Your Business SSS No.:
 PhilGEPS Registration No.:
 T I N.:
 Date Received:

 (Business Name)

 (Address & Telephone No.)

Terms of Reference/Scope of Works

GENERAL PARAGRAPHS

- I. Work Included: The work contemplated under this contract shall consist of furnishing all materials, labor, tools and equipment, including satisfactory performance of all work necessary for the complete execution of all the work as shown on the plans, specifications and other contract documents.
- II. Site Inspection: Examine the site premises and all conditions apparent and visible therein. Consider all such conditions that may affect work. Measure every existing work/structure on site. **Verify all given dimensions and deviations.** It shall be understood that the work covers all surfaces regardless of measurements made.
- III. Performance of Work: All works shall be performed in accordance with these General Paragraphs and all stated in the scope of works.
- IV. Contract Completion Time: The Contractor shall complete all work and cleanup within **thirty (30) calendar days** after award of contract. Any work which would entail the inconvenience of the transacting SSS members and/or employees should be done either after office hours or during weekends (with proper working permits)/
- V. Dumping: All trash and rubbish generated from the project shall be discarded off-site in an approved and lawful manner. Unless other stated, all material scheduled for removal or disposal becomes the property of the Contractor.
- VI. Workmanship: All works shall be performed by skilled glass installers that are regularly engaged in work to be performed. All works shall be crafted in a professional manner. Any deficiencies shall be corrected by the Contractor at no additional cost to the owner. All workers should wear Contractor's uniform for easy identification of Security Guards on duty.
- VII. Products: All materials shall be of best quality for purpose intended.
- VIII. Warranty: Contractor warrants the security and stability of the framing installation for one (1) year from date of acceptance and agrees to do repair works free of charge should the installation exhibit signs of failure.
- IX. Protection of Work and Property: Provide adequate protection on the existing structures, equipment, furniture and other areas not affected by the work specified.
- X. Scope of Works:
 - A. Verification of all counter dimensions to account for any discrepancies
 - B. Fabrication of 6mm thick ordinary clear glass panels as per attached drawings and bill of quantities
 - C. Anchorage of bronze aluminum frames onto the transaction counters
 - D. Installation of glass panels and inspection of their proper and secure attachments

General Conditions of the Contract

1. The Supplier shall deliver the goods in accordance with the description and quantity specifications of the Purchase Order/Job Order.
2. The Supplier shall deliver the goods within the period indicated in the Purchase Order/Job Order. A penalty of 1/10 of 1% of the total amount of the items shall be imposed for every day of delay in delivery.
3. The Supplier shall deliver all Goods/Services through the addresses indicated above.
4. The Supplier warrants that the Goods/Services are designed and suited for the requirements of SSS.
5. The pricing of the Goods/Services shall be inclusive of Twelve Percent (12%) Value-Added Tax (VAT).
6. Supplier shall be paid in accordance to Government Terms and upon delivery of items/services and submission of billing documents.

Special Conditions of Contract

1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.

The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the contract.

2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the Winning Bidder with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the contract.
3. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations pursuant to the Contract if such delay is due to force majeure.

Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.

4. NON-ASSIGNMENT. Neither party may assign the Contract in whole or in part without the consent of the other party. The Winning Bidder shall not subcontract in whole or in part the project and deliverables subject of the Contract without the written consent of SSS.
5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

6. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of Winning Bidder assigned to perform the project are not employees of SSS. Neither is there an employer-employee relationship between SSS and Winning Bidder.

The Contract does not create an employer-employee relationship between SSS and the Winning Bidder including its personnel; that the services rendered by the personnel assigned by Winning Bidder to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The Winning Bidder hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to Winning Bidder's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. Winning Bidder shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. **PARTNERSHIP.** Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
9. **COMPLIANCE WITH SS LAW.** The Winning Bidder shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated.

Should Winning Bidder fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from Winning Bidder's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from Winning Bidder. Moreover, Winning Bidder shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. **COMPLIANCE WITH LABOR LAWS.** The Winning Bidder, as employer of the personnel assigned to undertake the project, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices. It is agreed further that prior to the release of any payment by SSS to Winning Bidder, its President, or its duly authorized representative, shall submit a sworn statement that all moneys due to all its employees assigned to the project as well as benefits by law and other related labor legislation have been paid by Winning Bidder and that he/she assumed full responsibility thereof.
11. **COMPLIANCE WITH TAX LAWS.** The Winning Bidder shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by Winning Bidder to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.
12. **SETTLEMENT OF DISPUTES.** All actions and controversies that may arise from the Contract involving but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.
13. **GOVERNING LAW.** The contract shall be governed by and interpreted according to the laws of the Republic of the Philippines.
14. **AMENDMENTS.** The contract may be amended only in writing and executed by the parties or their duly authorized representatives.
15. **SEPARABILITY.** If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.
16. **VENUE OF ACTION.** Any suit or proceeding arising out of relating to the contract shall be instituted in the appropriate court in Quezon City, parties hereto waiving any other venue.

17. **BINDING EFFECT.** The contract shall be binding upon the parties hereto, their assignee/s and successor/s-in-interest.
18. **NON-PUBLICITY.** No press release in oral, written or electronic form shall be issued covering this transaction without prior written approval of SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of SSS.

Payment Terms: Supplier shall be paid in accordance to Government Terms and upon delivery of items/services and submission of billing documents

Price validity: Two (2) months.

NOTE/S:

- 1.) **For canvass with an ABC of P100,000.00 and above,** the winning bidder is required to post a Performance/Warranty Security within Three (3) Calendar Days from receipt of Notice of Award equivalent to 5% Cash (Goods and Consulting Services) & 10% Cash (Infrastructure), Cashier's / Manager's Check, Bank Guarantee/Draft or 30% Surety Bond callable upon demand, of the contract price.
- 2.) The supplier is required to indicate his PhilGEPS Registration Number on the request for quotation form.
- 3.) Price quoted should be inclusive of VAT.
- 4.) The SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.
- 5.) Alternative offer is not allowed.
- 6.) Award shall be on a "PER LOT" basis.
- 7.) Price quotation should be made with extra care taking into account the specification, unit and quantity to avoid errors. The offeror binds himself to this quotation's **TERMS & CONDITIONS**.
- 8.) This canvass shall only determine the supplier who has the lowest bid for the amount of the Purchase Order (PO) and the check/fund transfer payable to the winning bidder shall be based on actual cost and up to the extent of the approved budget only.
- 9.) **For further inquiries, kindly call Engr. Jacqueline P. Taruc, Building Administrator for SSS Luzon Central 1 Division at (045) 982-6967 or at email address luzoncentral@sss.gov.ph / tarucjp@sss.gov.ph**

This is to certify that the price offer conforms to the specification of the project and that the above terms and conditions are understood and complied.

**Owner/Company Representative
 (Signature over Printed Name)**

**Please indicate below your Business Name,
 Address and Telephone Number and Date Received.**

Your Business SSS No.:
 PhilGEPS Registration No.:
 T I N.:
 Date Received:


 (Business Name)

 (Address & Telephone No.)

Very truly yours,


PRIMITIVO D. VERANIA, JR.
 CHAIRPERSON

Canvassed by:


Engr. Jacqueline P. Taruc
 Signature over printed name

Contact detail of Canvasser:

Telephone Number: (045) 982-6967
 Email Address: tarucjp@sss.gov.ph

TERMS AND CONDITIONS

1. Fill out all the necessary information.
2. **Terms of Payment:** Direct payment to supplier's bank account or check payment (if applicable) upon inspection and acceptance of goods/services by SSS.
3. The SSS shall withhold the VAT from the amounts payable to the suppliers in accordance with B.I.R. regulations. Please see Item 5 for other terms and conditions.
4. **Mode of Submission:**
 - **For RFQ with Approved Budget of Php100,000.00 and below –** Submit your quotation (**Open Canvass/Envelope**) to the procuring branch through any preferred means before the deadline of submission.
 - **For RFQ with Approved Budget of above P100,000.00 –** Submit your quotation through a **Sealed Envelope** to the procuring branch through below means before the deadline of submission.
 - a) **SEALED ENVELOPE** to be dropped at the drop box located at SSS Building, Macabulos Drive, San Vicente, Tarlac City 2300. The sealed envelope shall be addressed to Mr. Primitivo D. Verania, Jr., Luzon Central 1 Division BAC Chairperson and indicate the solicitation/RFQ form number, company name, name of company representative, business address and contact details.
 - b) **VIA ELECTRONIC MAIL** at grp_lc1sealedquotations@sss.gov.ph with the following requirements:
 1. Quotations and attachments should be in portable document format (pdf) and a compressed/zipped and protected by a password.
 2. Name the folder by Solicitation/RFQ Number and the Project Title.
 3. Passwords shall be made available thru email or SMS on the date and time stated on the RFQ or upon request but not earlier than the deadline of submission.
 - **RFQ sent through fax or email** must be signed.
 - **The applicable documentary requirements must be submitted upon submission of offers/quotation.** (As listed in Item 7.)

5. The SSS is tax-exempt and shall be exempted from payment of VAT, as confirmed by the Department of Finance. It shall however, withhold the VAT from the amounts payable by the SSS to these suppliers in accordance with the BIR regulations.
6. Failure to satisfactory deliver the goods on the delivery date, the supplier is liable for delay and shall pay the SSS liquidated damages in the amount of at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. ---- xxxx (Sec. 68 Rule XXII 2016 RIRR RA9184)

	VAT REGISTERED	NON-VAT REGISTERED
VAT		
Labor	5%	
Materials	5%	
%TAX		
Labor		3%
Materials		3%
EWT		
Labor	2%	2%
Materials	1%	1%

7. List of documentary requirements, where applicable:
 - a) **BIR Certificate of Registration and Sample Official Receipt (OR)** – first-time bidders to submit BIR 2303 copy and sample OR for the employer’s name to be encoded in our System Application and Products (SAP) in Data Processing Database
 - b) **Documentary Requirements for Alternative Methods of Procurement (Appendix A of Annex “H” of the 2016 Revised Implementing Rules and Regulations of RA 9184, as amended by GPPB Resolution No. 21-2017, dated 30 May 2017.)**

Alternative Modality	Mayor's/ Business Permit	Professional License / Curriculum Vitae (Consulting Services)	PhilGEPS Reg. Number	PCAB License (Infra.)	NFCC (Infra.)	Income/ Business Tax Return	Omnibus Sworn Statement
I. Direct Contracting [Section 50]	✓		✓			For ABCs above P500K	
II. Shopping [Sec 52.1(b)]	✓		✓				
III. Negotiated Procurement							
A. Emergency Cases (Section 53.2)]	✓			✓	For ABCs above P500K	For ABCs above P500K	For ABCs above P500K
B. Take-Over of Contracts (Section 53.3.2; for new bidders)	✓	✓	✓	✓	✓		
C. Adjacent/ Contiguous (Section 53.4)				✓	✓		
D. Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services (Section 53.6)	✓	✓	✓			For ABCs above P500K	
E. Highly Technical Consultant (Section 53.7)	✓	✓	✓				
F. Small Value Procurement (Section 53.9)	✓	✓	✓	✓		For ABCs above P500K	For ABCs above P500K
G. Lease of Real Property Or Venue (Section 53.10)	✓ <i>Except for gov't agencies as lessors</i>		✓ <i>Except for gov't agencies as lessors</i>			✓ Except for gov't agencies as lessors	

* For individuals engaged under Sec. 53.6, 53.7 and 53.9 of the IRR of RA 9184, only the BIR Certificate of Registration shall be submitted in lieu of the Mayor’s Permit.

** Requirements under Section 53.6 of the IRR of RA 9184 will not apply to artists such as singer, performer, poet, writer, painter and sculptor who are not engaged in business.

*** For methods of procurement requiring Mayor’s Permit and PhilGEPS Registration Number, Certificate of Platinum Membership may be submitted in lieu of the said documents.

This is to certify that the price offer conforms to the specification of the project and that the above terms and conditions are understood and complied.

Owner/Company Representative
(Signature over Printed Name)