



Republic of the Philippines
SOCIAL SECURITY SYSTEM
Office of the Vice President
Luzon North 1 Division
BIDS AND AWARD COMMITTEE

CANVASS FORM NO:

BACD LN1D-22H-029

August 11, 2022

Date

**REQUEST FOR QUOTATION
(Open Quotation)**

Sir / Madam:

Please furnish us with your quotation on or before **August 16, 2022 at 2:00 PM** for the following items. Submit the fully accomplished RFQ (*in hard copy and originally signed*) with the complete attachment indicated below (Eligibility Requirements) to the Administrative Section of SSS Bangued Branch at Seares Building, Rizal St., Zone 5, Bangued, Abra or to the BACD Secretariat at 2/F SSS Baguio Bldg., Harrison Road, Baguio City.

No.	Quantity	PARTICULARS	QUOTATION PER UNIT (LITER)
1	1 LOT	Purchase of Diesel for SSS Bangued Branch for CY 2022 Please provide your quotation (pump price) for the following: Diesel Fuel per Liter	PHP _____ Remarks, if any: _____
		Price must be inclusive of EWT & VAT Approved Budget for the Contract: Php 59,631.73	Mode of Procurement: NP-53.9 Small Value Procurement Mode of Evaluation: Per LOT (lowest quotation at the time of canvass) APP Number: LN1D 2022 APP Update for the month of July (Code (PAP 10))

Delivery Terms: Within 5 calendar days upon receipt of Letter Order/Job Order/Purchase Order

Price validity: Three (3) Months

Payment Terms: Supplier shall be paid in accordance to Government Terms. Shall be paid thru LOI/Fund Transfer (refer to notes below)

Payment shall be based on the actual consumption/billing per period, or upon delivery of items/services & submission of billing documents, as applicable.

Very truly yours,

JAN NEIL SON E TUGAS
BACD Secretariat

Canvassed by:

(Signature over Printed Name)

Position: _____ DATE: _____

NOTE/S:

- The winning supplier for procurements/projects with Approved Budget for the Contract (ABC) of 100,000.00 and above is required to post a Performance Bond from receipt of Notice of Award equivalent to 5% (for Goods & Consulting Services) and 10% (for infrastructure Projects) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. 30% if Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. **Performance Bond is MANDATORY in case of INFRASTRUCTURE Project.**
- The supplier is required to indicate its **PhilGeps Registration Number** on the Canvass Form especially if the ABC of the project is P50,000.00 and below. **Attach the Philgeps Registration Certificate if the project is with ABC equal and/or greater to P50,000.01.**
- Alternative offer is not allowed
- This canvass shall be used in determining the supplier who has the the lowest amount of quotation.
- The SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.**

ELIGIBILITY REQUIREMENTS:

Please submit the below-listed documents together with your quotation*. (*For previous/regular suppliers, submission of required documents is once a year only (for updating purposes)

- Valid/Current Mayor's / Business Permit receipt of payment as proof of renewal of Business/Mayor's Permit
- PhilGEPs Registration Number (Red Membership) or PhilGEPs Certificate (Platinum Membership)
- Certificate of Registration whichever may be appropriate under existing laws of the Philippines;
 - Bureau of Domestic Trade & Industry (DTI) – Sole Proprietorship
 - Incorporation Papers registered and approved by the Securities & Exchange Commission (SEC) – Partnership/Corporation
 - Philippine Contractors Accreditation Board License (PCAB) - Contractors/Civil Works
 - Cooperative Development Authority (CDA) – Cooperatives
- Latest Annual Income / Business Tax Return (for ABCs above P500K)
- Notarized Omnibus Sworn Statement (for ABCs above P50K) (Notarized Omnibus Sworn Statement may be submitted within the submission of offer / evaluation of offer / or before issuance of Notice of Award/Purchase Order/Job Order/Letter Order**
- BIR Certificate of Registration Form 2303
- SSS ID Number (Employer/Self-Employed)

Notes:

* If **SEALED QUOTATION**, duly accomplished RFQ and its supporting documents as well as items 1-7 above, whichever is applicable, shall be enclosed in a long brown envelope ONLY. Envelope should be properly sealed and should be properly labeled indicating the Company Name, Name of Company Representative, Company Address and contact details, and Notice Title/RFQ Number. Affix signature on the flap of the SEALED envelope
**If corporation/partnership, the Omnibus Sworn Statement shall be accompanied by a Partnership Resolution/Board Resolution & Secretary's Certificate. If representative of sole-proprietor, notarized SPA.

For billing & payment purposes, winning supplier may be required to submit proof of Land Bank Account as payments are to be done thru online banking/fund transfer.

Non-submission of the foregoing documents shall be a ground for disqualification.

For clarification of details, please call Mr. Milton John B. Verzola at (074)752-8170/ (074)752-7476 or send them an email at bangued@sss.gov.ph

Reminder : Price quotation should be made with extra care taking into account the specification and unit of quantity to avoid errors. The supplier binds himself/herself to this quotation's TERMS & CONDITIONS.

This is to certify that my company conforms with the above Terms and Conditions, and that the data/quotation indicated are true, correct, and valid.

Owner/Company Representative
(Signature over Printed Name)

Date Receipt of Request for Quotation Form

Name of Business: _____

Business Address: _____

SSS Employer Number : _____ Contact Number : _____

PhilGEPS Registration No. _____ Email Address : _____

T.I.N. No.: _____

NOTE: The Supplier must ensure to fill-out the owner/company representative signature over printed name and business details. Incompletely filled-out RFQ Form is ground for disqualification of submitted quotation.

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. 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 Goods/Services which must all be fresh stock, brand-new, unused, properly sealed, and which are not set to expire within two (2) years from date of delivery to SSS, if applicable.
4. The Supplier warrants that all the Goods/Services have no defect arising from design, materials, or workmanship or from any any act or omission of the Supplier or the manufacturer that may develop under normal use of consumables, if applicable.
5. For Goods, the Supplier shall replace any defective item within twenty-four (24) hours from the time that it was notified by SSS of the defect. Defects detected only after the item is installed and used is covered by the replacement warranty which will be in effect for every item until its expiry date. Replacement of defective item shall have no cost to the SSS, if applicable.
6. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty security shall be required from the Supplier for a period of one (1) year. The obligation warranty shall covered, at the Supplier's option, by either retention money in an amount equivalent to five percent (5%) of total purchase price, or a special bank guarantee equivalent to five percent (5%) of the total purchase price with validity period starting from the date of acceptance. The said amount shall only be released after the lapse of the warranty period.
7. If the Supplier, having been notified, fails to remedy the defect(s) within the specified period, the SSS may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the SSS may have against the Supplier under these Terms and Conditions and under the applicable law.
8. The pricing of the Goods/Services shall be in Peso and inclusive of Twelve Percent (12%) Value-Added Tax (VAT).

SPECIAL CONDITIONS OF THE 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 Agreement, 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 this Agreement.
2. **MERGER AND CONSOLIDATION.** In case of merger, consolidation or change of ownership of the SUPPLIER with another company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform the 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 this Agreement.
3. **FORCE MAJEURE.** The SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.

For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the SUPPLIER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the SUPPLIER. Such events may include, but not limited to, acts of the SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4. **NON-ASSIGNMENT.** Neither party may assign the Contract in whole or in part without the consent of the other party. The Winning Supplier 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 the 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 this 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 this Agreement 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 that the employees of the SUPPLIER assigned to perform the PROJECT are not employees of the SSS. Neither is there an employer-employee relationship between the SSS and the SUPPLIER. This Agreement does not create an employer-employee relationship between the SSS and the SUPPLIER including its personnel; that the PROJECT rendered by the personnel assigned by the SUPPLIER to the SSS in the performance of its obligation under this Agreement do not represent government service and will not be credited as such; that its personnel assigned to the 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 the 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 SUPPLIER hereby acknowledges that no authority has been given by the SSS to hire any person as an employee of the latter. Any instruction given by the SSS or any of its personnel to the SUPPLIER's employees is to be construed merely as a measure taken by the former to ensure and enhance the quality of PROJECT performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under this Agreement.
8. **PARTNERSHIP.** Nothing in this Agreement 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 SUPPLIER shall report all its employees to the SSS for coverage and their contributions, as well as all amortizations for salary/education/calamity and other SSS loans shall be updated. Should the SUPPLIER fail to comply with its obligation under the provisions of the SS Law and Employees' Compensation Act, the 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 the SUPPLIER's receivables under this Agreement. Further, prescription does not run against the SSS for its failure to demand SS contributions or payments from the SUPPLIER. Moreover, the SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to the SSS.
10. **COMPLIANCE WITH LABOR LAWS.** The SUPPLIER, 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 the SSS to the SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all moneys due to all the employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by the SUPPLIER and that he/she assumed full responsibility thereof.

11. **COMPLIANCE WITH TAX LAWS.** The SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to the SSS within the duration of this Agreement, 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, if applicable. Failure by the SUPPLIER to comply with the foregoing shall entitle the SSS to suspend payment of the Contract Price.
12. **LIQUIDATED DAMAGES.** If the SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, the SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.
13. **HOLD FREE AND HARMLESS.** The SUPPLIER agrees to defend, indemnify, and hold the SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, the SUPPLIER agrees to indemnify the SSS for any damage as a result of said implementation.
14. **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.
15. **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
16. **GOVERNING LAW.** This Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
17. **AMENDMENTS.** This Agreement may be amended only in writing and executed by the Parties or their duly authorized representatives.
18. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) 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 or provision.
19. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest (Upon issuance of PO/JO/LO)
20. **NON-PUBLICITY.** No press release in oral, written or electronic form shall be issued covering this transaction without prior written approval of the SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of the SSS.

CONFORME:

Supplier's Authorized Representative
(Signature over printed name)