



OPEN QUOTATION FORM

March 21, 2024
 Date

Sir / Madam:

Please furnish us with your quotation on or before March 26, 2024 @ 10am for the following items:

No.	Quantity	PARTICULARS	Unit Cost	Total Cost
1	1320 L	SUPPLY AND DELIVERY OF 1100 LITERS DIESEL FUEL FOR SSS SAGAY BRANCH SERVICE VEHICLE WITH PLATE NO. P8 D457 FOR THE PERIOD MARCH TO DECEMBER 2024 Specification: - Diesel or approved equal for automotive - Euro 4 compliant - Clean Air Act of 2014 compliant to sulfur content - Water content (%vol.), 0.1 maximum - Biodegradable and Non-toxic - Must conform with the PNS/DOE QS 004: 2003 Diesel Oils -nothing follows- GRAND TOTAL ABC = P69,135.00	P _____ /UoM	P _____
		Sagay Branch – Purchase Request dated <u>3/1/2024</u> received by LBAC dated <u>08/21/24</u> with Request # <u>24-094</u> APP Details: APP 2024 PAP No <u>2024-0105</u> Initial NP 53.9 SMALL VALUE PROCUREMENT GASOLINE/DIESEL FUEL		

Delivery Terms: Staggered deliveries subject to adjustment of the volumes, basis within ten (10) months March to December 2024. For staggered deliveries, the end-user shall make, after every delivery, an accounting of the amount actually payable based on the date of the delivery receipt to determine the allowable unit/volume that may be ordered from the remaining amount allotted for the fuel product. The procuring entity shall be allowed to make adjustments in the units/volume of petroleum to be delivered/refueled to conform to the remaining amount in the total contract price. Fuel purchase request shall be issued for every delivery or refueling of diesel fuel.

Payment Terms: Government Terms (Payment shall be on the actual services made or rendered and upon the submission of the billing statements and supporting documents).

Price validity : Pump price at the time of purchase subject to change depending on the market price.

Terms of Reference:

- Prices for procurement during refueling/delivery shall be using the Retail Pump Price or the price of petroleum diesel per liter, as established by the retailers, dealers or gas stations for the particular day.
- For and in consideration of the performance and accomplishment of the procurement of fuel and due to the fast changing/erratic fuel price fluctuations, the maximum allowable amount of fuel purchase for the duration is pegged/dependent/bared on the ABC and/or must be within the Contract Price as per Purchase Order.
- Deliveries/Refueling shall be on staggered basis for the duration of the contract. For every delivery/refueling the SSS shall present the Fuel Purchase Request to gasoline station that will be the basis for the issuance of fuel to the corresponding vehicle based on the total amount on the request. No Fuel Purchase Request, No serving of fuel.
- SSS will determine the allowable unit/volume that may still be ordered to the gasoline station from the remaining amount allotted for the petroleum product based on the contract price. The SSS shall be allowed to make adjustment in the units/volume to be delivered/refueled to conform with the remaining amount in the contract price.
- Payment shall be made monthly upon the submission of the gasoline station the complete billing statement with corresponding supporting delivery receipt/invoice and the fuel purchase request.
- During the contract implementation, if the total contract amount for the project would have been consumed notwithstanding that the requirements were not fully consumed or delivered in the units/volume contemplated, no further order or refueling shall be made and served.

NOTE/S:

- For contract price amounting to P100,000.00 and above, the winning supplier shall be required to post a Performance Security from receipt of Notice of Award equivalent to % of Contract Price as follows:
 - 5% (Goods & Consulting Services) or 10% (Infrastructure) Cash, Cashier's/Manager's Check, Bank Draft/Guarantee, or
 - 30% Surety Bond callable upon demand
- In case two or more suppliers submitted the same price quotation and have been evaluated as the Lowest Calculated and Responsive Quotation, submission of best offer in a sealed envelope to be dropped at the drop box located at SSS -Square and Circle's Bldg. Old Sagay Road, Brgy. Pob2, Sagay City or password-protected zipped file folder send via e-mail at sagay@sss.gov.ph shall be adopted as the tie-breaking method to finally determine the single winning supplier.
- Supplier shall be required to indicate his PhilGEPS Registration Number on the Request for Quotation form.
- SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.
- Alternative offer shall not be allowed.
- Quantity is subject to change but not to exceed the quantity in the approved PO/JO/LO.
- Award shall be per "L1 or LFM" BASIS".
- For clarification of details, please contact Sherrie Pie Joan G. Merced at 488-0112.
- Open Quotations may be submitted through the following:
 1. Dropped at the drop box located at SSS - Square and Circle's Bldg. Old Sagay Road, Brgy. Pob2, Sagay City. The sealed envelope shall be addressed to Sherrie Pie Joan G. Merced, indicate the RFQ Form number, company name, name of company representative, business address and contact details, indicate the RFQ Form number, company name, name of company representative, business address and contact details.
 2. Sent via electronic mail at mercedsg@sss.gov.ph

DOCUMENTARY REQUIREMENT:

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).
 Copies of the following documents are required to be submitted prior to recommendation of award (evaluation of offer).

- Valid Mayor's / Business Permit
- PhilGEPS Registration Number (Red Membership) or PhilGEPS Certificate (Platinum Membership)
- Certificate of Registration whichever may be appropriate under existing laws of the Philippines.
 a. Bureau of Domestic Trade & Industry (DTI) – Sole Proprietorship
 b. Incorporation Papers registered and approved by the Securities & Exchange Commission - Partnership/Corporation
 c. Philippine Contractors Accreditation Board License (PCAB) - Contractors/Civil Works
 d. Cooperative Development Authority (CDA) – Cooperatives
- Latest Annual Income / Business Tax Return (for ABCs above P500K)
- BIR Certificate of Registration Form 2303
- SSS ID Number (Employer/Self-Employed)
- Notarized Omnibus Sworn Statement (for ABCs above P50K)

**Per GPPB Resolution No. 09-2020, dated 7 May 2020, Expired Business or Mayor's permit with Official Receipt of renewal application and Unnotarized Omnibus Sworn Statement may be submitted for procurement activities during a State of Calumity, or implementation of community quarantine or similar restrictions subject to compliance therewith after award of contract but before payment.*

GENERAL CONDITIONS OF THE CONTRACT:

- The Supplier shall deliver the goods in accordance with the description and quantity specifications of the Purchase Order/Job Order.
- 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.
- 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.
- The Supplier warrants that all the Goods/Services have no defect arising from design, materials, or workmanship or from any act or omission of the Supplier or the manufacturer that may develop under normal use of consumables, if applicable.
- 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 for the warranty shall be 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 amounts 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 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: (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.
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.

This is to certify that my Company is updated in the payment of contributions and loans to SSS, and conformed with the above terms & conditions, and the data / quotation indicated are valid.

Owner/Company Representative
(Sign over Printed Name)

Reminder : Price quotation should be made with extra care taking into account the specification and unit of quantity to avoid errors.
The offeror binds himself to this quotation.

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

Very Truly Yours,

Your Business SSS No. _____
PhilGeps Registration No. _____
TIN No. _____
Date Received : _____


KATHYRINE M. VENERACION
LBAC Secretariat
Visayas West 1 Division
Tel No. 034 (441-6614)
veneracionkn@sss.gov.ph

(Company/Business Name)

(Address & Telephone No.)

(Mobile Number of Company Representative)

(E-mail Address)