Republic of the Philippines
SOCIALSECURITY SYSTEM
SSS Bldg., Macabulos Drive, San Vicente, Tarlac City
www.sss.gov.ph

LOCAL BIDS AND AWARDS COMMITTEE
LUZON CENTRAL 1 DIVISION
Tel. No. (045) 982-6967

30 October 2024

Sir/Madam:

Please furnish us with your quotation on or before **06 November 2024 @ 10:00 AM** for the items listed in the attached **Request for Quotation (RFQ).**

Kindly accomplish the **RFQ Form** together with the **Bidder's Information** and indicate your confirmation on the **Terms and Conditions** by signing the **Certification**.

Refer to the **Instruction to Suppliers** for the procedure on the submission of quotation.

Thank you.

Very Truly Yours,

PRIMITIVO D. VERANIA, JR.
Chairperson, Local BAC

REQUEST FOR QUOTATION (RFQ) FORM

RFQ Number	RFQ Date	ABC	APP No.
2024-67-LC1 (SEALED)	**30 October 2024**	**₱727,663.01**	**2024-0117**

Item No.	Quantity	P A R T I C U L A R S	Bid/Cost Breakdown	
			Unit Cost	Total Cost
1	**1 LOT**	**OUTSOURCED LABORATORY SERVICES FOR NON-NCR UNITS** CONDUCT OF ANNUAL PHYSICAL EXAMINATION FOR 138 EMPLOYEES IN SSS LUZON CENTRAL 1 DIVISION AND VARIOUS OFFICES/UNITS AT TARLAC (RE-CANVASS) AREA OF DELIVERY: TARLAC		
A	138 pax	Routine Urinalysis		
B	138 pax	Complete Blood Count		
C	138 pax	Chest X-Ray (Plain): Posterior-Anterior (PA) View		
D	138 pax	12-L Electrocardiogram (ECG)		
		Blood chemistry to include:	xxx	xxx
E	138 pax	Fasting Blood Sugar (FBS)		
F	138 pax	SGPT		
G	138 pax	Lipid Profile (Triglycerides, HDL, LDL, VLDL)		
H	138 pax	Blood Urea Nitrogen (BUN)		

Company Name: _____
Name & Signature of Representative: _____

Item No.	Quantity	P A R T I C U L A R S	Bid/Cost Breakdown	
			Unit Cost	Total Cost
I	138 pax	Creatinine		
J	138 pax	Uric Acid		
K	56 pax	HBA1c		
L	57 pax	Breast mammogram		
M	87 pax	Pap smear		
N	28 pax	Prostate specific antigen (PSA)		
O	138 pax	Fecalysis (optional)		
		TOTAL		

Total Offered Quotation (Inclusive of VAT) in words:

_____

_____

Please completely fill-out and submit the following form/s:

- Annex A : Technical Specification / Statement of Compliance

Price Validity	Three (3) Months
Delivery Terms & Place	• Thirty (30) calendar days from receipt of approved Job Order • Within Tarlac City (mobile service capable or with existing branch within the city or within 30km distance from SSS branch)
Payment Terms	• Government Terms • SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations • One-time payment • Shall be paid based on the ACTUAL services administered • Payment upon delivery of items/services, submission of billing documents, and shall be directly credited to the Supplier's bank account.

BIDDER'S INFORMATION

Business Name	**Address**	
Name of Company Representative	**Email Address**	**Telephone/Mobile Number**
PhilGEPS Registration No.	**Business SS Number**	**BIR TIN**

TERMS AND CONDITIONS

1. **For contract price amounting to P100,000.00 and above**, the winning supplier may be required to post a Performance Security from receipt of Notice of Award equivalent to a % of the 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
2. If two (2) or more suppliers submitted the same price quotation and have been post-qualified as the suppliers with Lowest Calculated and Responsive Quotation, the procuring unit shall use "draw lots" or similar method of chance to break the tie.
3. Alternative offer shall not be allowed. Any bid exceeding the ABC shall be a ground for disqualification.
4. Incompletely filled out Cost/Bid Breakdown shall be considered non-responsive and automatically disqualified but specifying a zero (0), dash (-), or the word "free" for the said item would mean that it is being offered for FREE to the SSS.
5. In case of discrepancy between the submitted quotation and the quotation after arithmetical correction, the supplier shall be informed of such discrepancy for confirmation of the new amount. If the bidder fails to confirm the arithmetical corrections within three (3) calendar days from receipt of notification, the quotation as calculated shall be deemed confirmed.

6. In case a prospective supplier/service provider submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered provided that the terms and conditions stated therein is in conformity with the requirements of the RFQ. In case of discrepancies, the submitted quotation shall be considered ineligible or not compliant.
7. Quantity is subject to change but not to exceed the quantity in the approved PO/JO/LO.
8. Award shall be on a per **"LOT BASIS"** and the date of conduct/start of the project is subject to change.

INSTRUCTIONS TO SUPPLIERS

1. **For clarification of details, please contact Ms. Jennie M. Naigan of SSS Luzon Central 1 Division at 045-982-6967, 982-8600 or via e-mail naiganjm@sss.gov.ph.**
2. Supplier should indicate "COMPLY" or "NOT COMPLY" in the STATEMENT OF COMPLIANCE COLUMN, if applicable. Failure to indicate compliance and non-compliance will mean automatic disqualification.
3. All documents shall be signed and each and every page thereof shall be initialed, by the Owner or duly authorized representative/s of the bidder.
4. Incompletely filled-out RFQ Form is a ground for disqualification of submitted quotation.
5. QUOTATIONS may be submitted through any of the following:
   - 5.1. **DROP BOX** located at Administrative Section, SSS Luzon Central 1 Division, Macabulos Drive, San Vicente, Tarlac City. It shall be addressed to **Ms. Vilma P. Agapito, Vice President of SSS Luzon Central 1 Division.** Indicate in the sealed envelope the RFQ Number, company name, name of company representative, business address, and contact details. Failure to comply is a ground for disqualification of submitted quotation.
     - 5.1.1. For RFQ with an ABC above P100,000, the quotation must be enclosed in a SEALED ENVELOPE. The flap of the envelope must be completely sealed and properly marked with three equally-spaced signatures across the flap by the owner or duly authorized representative/s of bidder. Failure to comply is a ground for disqualification of submitted quotation.
   - 5.2. **ELECTRONIC MAIL** at **luzoncentral@sss.gov.ph** with the following requirements:
     - 5.2.1. Quotations and attachments should be in portable document format (pdf), compressed/zipped and protected by a password.
     - 5.2.2. File name of the zip file folder shall be by **RFQ number and Project Title**.
     - 5.2.3. Passwords shall be made available only through email (luzoncentral@sss.gov.ph) at least 30 minutes before the scheduled opening of bids on DATE: 07 November 2024, TIME: 1:30PM – 2:00PM but not earlier than the deadline of submission.
     - 5.2.4. The Supplier who timely submitted its Sealed Quotation but who fails to comply the above instructions and provide its password on the date and time of opening shall be disqualified.
6. Copies of the following documentary requirements are required to be submitted together with the quotation:
   - 6.1. Valid Mayor's/Business Permit;[1, 2]
   - 6.2. PhilGEPS Registration Number (Red Membership) or PhilGEPS Certificate (Platinum Membership)
   - 6.3. Latest Annual Income / Business Tax Return (for ABCs above P500K);
   - 6.4. BIR Certificate of Registration Form 2303;
   - 6.5. SSS ID Number (Employer/Self-Employed);
   - 6.6. Notarized Omnibus Sworn Statement (for ABCs above P50,000). If the signatory in the RFQ form is not the owner/authorized representative, additional documents shall be submitted:
     - 6.6.1. Notarized Special Power of Attorney (SPA), Letter of Authorization or Company ID for Sole Proprietorship; or
     - 6.6.2. Secretary's Certificate for Partnership/Corporation.
   - 6.7. Professional License/Curriculum Vitae (Consulting Services)
   - 6.8. PCAB License (Infrastructure)

GENERAL CONDITIONS OF THE CONTRACT

1. The SUPPLIER shall deliver the goods and services in accordance with the Request for Quotation and its attachments, and Purchase Order/Job Order. However, quantity is subject to change but not to exceed the quantity in the approved PO/JO/LO, if applicable.
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 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 the SSS, if applicable.
4. The SUPPLIER warrants that all the Goods/Services have no defects 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.
5. For Goods, the SUPPLIER shall replace any defective item within twenty-four (24) hours from the time that it was notified by the SSS of the defect. Defects detected only after the item is installed and used are 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.

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[1] As amended by GPPB Resolution No. 05-2020, dated 20 March 2020, in the case of Negotiated Procurement through Emergency Cases under Section 53.2 of the 2016 IRR of RA No. 9184, PEs are allowed to accept: (i) an expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of the Business or Mayor's permit after award of contract; and (ii) an unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract.

[2] 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 Calamity, or implementation of community quarantine or similar restrictions subject to compliance therewith after award of contract but before payment.

6. To assure that manufacturing defects shall be corrected by the SUPPLIER, a warranty security shall be required from the SUPPLIER:
    - for a minimum of three (3) months, in the case of expendable items or
    - a minimum period of one (1) year, in the case of non-expendable items,

    after the acceptance of the delivered items. 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 render remedy on 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 Services shall be in Peso and inclusive of Twelve Percent (12%) Value-Added Tax (VAT).

MISCELLANEOUS PROVISIONS

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 unfavourable 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 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.
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 upon 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 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 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 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 are to be construed merely as a measure taken by the former to ensure and enhance the quality of the 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. Failure by 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 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 Actions**. Any suit or proceeding arising out of relating to the contract shall be instituted in the appropriate court in Quezon City, the Parties hereto waiving any other venue.
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.
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.

CERTIFICATION
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 Date
(Signature over Printed Name)

Annex "A"

TECHNICAL SPECIFICATIONS

Suppliers/Bidders should indicate **"COMPLY"** or **"NOT COMPLY"** to each specification below. Please do not leave any portion blank as it will result to disqualification of quotation/bid.

ITEM	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE
1	**1 LOT - CONDUCT OF ANNUAL PHYSICAL EXAMINATION FOR 139 EMPLOYEES IN SSS LUZON CENTRAL 1 DIVISION AND VARIOUS OFFICES/UNITS AT TARLAC CITY**	
A	Routine Urinalysis – uses the 12 parameters	
B	Complete Blood Count	
C	Chest X-Ray (Plain): Posterior-Anterior (PA) View	
D	12-L Electrocardiogram (ECG)	
	Blood chemistry to include:	
E	Fasting Blood Sugar (FBS)	
F	SGPT	
G	Lipid Profile (Triglycerides, HDL, LDL, VLDL)	
H	Blood Urea Nitrogen (BUN)	
I	Creatinine	
J	Uric Acid	
K	HBA1c	
L	Breast mammogram	
M	Pap smear – use liquid based method	
N	Prostate specific antigen (PSA)	
O	Fecalysis (optional)	
P	With DOH license to operate a General Clinical Laboratory	
Q	Complete fully automated laboratory examination	
R	Mobile service capable or with existing branch within Tarlac City or within 30km distance from SSS Luzon Central 1 Division	
S	Preferably ISO accredited	
T	Subcontracting not allowed	
U	Results made available within the week	
V	Payment will be based on the actual laboratory test conducted	

Company Name: _____

Name & Signature of Representative: _____