



Republic of the Philippines
SOCIAL SECURITY SYSTEM
SSS Bldg., Kumintang Ilaya, Batangas City
LOCAL BIDS AND AWARDS COMMITTEE
LUZON SOUTH 2 DIVISION
Tel. No. (043) 702-6933

22-Nov-2024
Date

Sir/Madam:

Please furnish us with your quotation on or before **25-Nov-2024 @ 5:00 PM** for the items listed in the **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,
IREINE LANDICHO
LBAC SECRETARIA

REQUEST FOR QUOTATION (RFQ) FORM

Number	RFQ Date	ABC	APP Number	
LS2-2024-52	22-Nov-2024	₱76,104.00	2024-0081	
Supply, Delivery and Installation of Battery including Repair and Reconditioning of Power Generator Set at SSS Lipa Branch				
Lot	Quantity	Particulars	Unit Cost	Total Cost
1	1 lot	I. Supply, Delivery and Installation of Brand New One (1) Unit, Battery Switch for 25KVA Yangdong Generator Set or Approve Equal II. Supply, Delivery and Installation of Brand New One (1) Unit, Starter Relay for 25KVA Yangdong Generator Set or Approve Equal III. Supply, Delivery and Installation of Brand New One (1) Unit Battery, 12 Volts, 2SMF, 45AH Minimum, Maintenance Free IV. Mobilization and Labor Charge (Pls. see scope of work)	₱ _____	₱ _____
Total Project Cost				₱ _____
Total Offered Quotation (inclusive of VAT) in words: _____ _____				
Please completely fill-out and submit this form together with Annex A - Terms of Reference				
Date Receipt of Request for Quotation Form: _____				
Price Validity	Three (3) Months			
Delivery Terms	• Fourteen (14) Calendar Days from receipt of the approved Job Order including the period for inspection and acceptance of 1 – 5 working days.			
Payment Terms	• Government Terms • SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations. • One-time payment. • Payment is upon delivery of services and submission of billing documents; and shall be directly credited to the Supplier’s bank account maintained at Land Bank of the Philippines (LBP), or bank transfer in non-LBP accounts where corresponding bank charges shall be paid by the payee.			

BIDDER'S INFORMATION		
Business Name	Address	
Name of Owner/ Company Representative	Email Address	Telephone/Mobile Number
PhilGEPS Registration No.	SS Number	BIR TIN

TERMS AND CONDITIONS

1. 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
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 Quotations, 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 ground for disqualification.
4. Incompletely filled out 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 per "**LOT BASIS**" and date of conduct/start of the project is subject to change.

INSTRUCTIONS TO SUPPLIERS

1. For clarification of details, please contact Ms. Dyreen L. Tabora at (043) 756-1953.
2. All documents shall be signed, and every page thereof shall be initialed, by the Owner or duly authorized representative/s of the Bidder.
3. Quotations may be submitted through the following:
- a. BRANCH'S ADMINISTRATIVE SECTION located at SSS Lipa Branch, The Only Place Business Center, Marawoy, Lipa City, Batangas.
- b. ELECTRONIC MAIL at lipa@sss.gov.ph with the following requirements:
- i. Quotations and attachments should be in portable document format (pdf), compressed/zippped. File name of the zip file folder shall be by **RFQ number and Project Title**.
4. After evaluation of offer, the SUPPLIER shall be required to submit complete documentary requirements after receipt of notice or advise from SSS, as follows:
- a. Valid Mayor's/Business Permit;
- b. PhilGEPS Registration Number (Red Membership) or PhilGEPS Certificate (Platinum Membership);
- c. Certificate of Registration whichever may be appropriate under existing laws of the Philippines:
- i. Bureau of Domestic Trade & Industry (DTI) – Sole Proprietorship
 - ii. Incorporation Papers registered and approved by the Securities & Exchange Commission - Partnership/Corporation
 - iii. Philippine Contractors Accreditation Board License (PCAB) - Contractors/Civil Works
 - iv. Cooperative Development Authority (CDA) – Cooperatives;
- d. Latest Annual Income / Business Tax Return (for ABCs above ₱500K);
- e. BIR Certificate of Registration Form 2303;
- f. SSS ID Number (Employer/Self-Employed);
- g. Notarized Omnibus Sworn Statement with attached Notarized Special Power of Attorney (SPA) for Sole Proprietorship or Secretary's Certificate for Partnership / Corporation (for ABCs above ₱ 50,000.01), or Letter of Authorization / Company ID (for ABCs below ₱ 50,000.00), authorizing the representative, if any, to sign on behalf of the owner/company.
- Note: Submitted documents are subject to verification and validation of its authenticity, genuineness, validity, and completeness. Incomplete submission, concealment, falsification, or misrepresentation of any of the documents submitted, or the contents thereof is a 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 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.

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 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).

MISCELLANEOUS PROVISIONSS

- 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.
- 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 Actions.** 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.
- 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
(Signature over Printed Name)

Date

PROJECT : SUPPLY, DELIVERY AND INSTALLATION OF BATTERY INCLUDING REPAIR AND RECONDITIONING OF POWER GENERATOR SET AT SSS LIPA BRANCH OFFICE

LOCATION : G/F & 2/F, THE ONLY PLACE BUSINESS CENTER, BRGY. MARAWOY, LIPA CITY

SUBJECT : TERMS OF REFERENCE (TOR)

A. SCOPE OF WORK (Supply, Delivery and Installation of Battery Including Repair and Reconditioning of Power Generator Set at SSS Lipa Branch Office)

Generator set capacity: 25kVA, 1 phase (YANGDONG GENSET)

1. Shall do the repair of the generator set, replace the defective parts indicated below and perform the following activities:
 - 1.1 Mobilized specialized technicians, tools and equipment necessary to conduct the service
 - 1.2 Pullout defective battery switch
 - 1.3 Supply, Delivery and Installation of Brand New One (1) Unit, Battery Switch for 25KVA Yangdong Generator Set or Approve Equal
 - 1.4 Pullout defective Starter Relay
 - 1.5 Supply, Delivery and Installation of Brand New One (1) Set, Starter Relay for 25KVA, Yangdong Generator Set or Approve Equal
 - 1.6 Supply, delivery and installation of Brand New One (1) Unit Battery, 12Volts, 2SMF, 45AH Minimum, Maintenance Free
2. Engine test run and checking
3. Actual load testing on the unit
4. Installation of replacement parts as need arises

B. FREQUENCY OF REPAIR

1. The repair of the unit will be conducted once only upon receipt of PO/JO.
2. The duration period of the project is thirty (30) days upon receipt of PO/JO.

C. MODE OF PAYMENT

1. Upon submission of Sales Invoice and Service Reports
2. Effectivity ; Upon signing of Maintenance Agreement

D. WARRANTY

1. One (1) year warranty on supplied parts
2. Six (6) months warranty on workmanship and rendered services

E. TECHNICAL REQUIREMENT OF THE SERVICE PROVIDER

1. The service provider shall submit a list of qualified technical personnel nominated to conduct the repair/maintenance supported with certificate of training in the operation, maintenance and repair of power generator sets.

F. PENALTY

Failure to comply the works within the specified schedule, a liquidated damages will be

Imposed against the service provider in the amount equivalent to 1/10 of 1% of the project cost per calendar days of delay.

G. OTHERS

1. The service provider shall submit to BSSD and branch concerned a service report indicating technical recommendations/advice for any action necessary to maintain and improve the reliability of the equipment.

Prepared by:


REX CHARLES C. MEODE
Junior Engineer, BSSD

Reviewed and approved by:


TEDDY N. CARREON
Department Manager III, BSSD

CONFORME: _____
Name of Owner/Company Representative
(signature over printed name)

BUSINESS NAME: _____