



July 9, 2021
Date

Sir / Madam:

Please furnish us with your quotation on or before _____ for the following items:

No.	Quantity	PARTICULARS	Unit Cost	Total Cost
1	1 LOT	PREVENTIVE MAINTENANCE SERVICE OF SERVICE VEHICLES OF OFFICE/BRANCHES UNDER LUZON SOUTH 2 DIVISION Model: Toyota Innova 2.8 J Diesel M/T - BZ-003		
		OVP P7X463 15,000 KM	P _____	P _____
		BATANGAS P7V461 15,000 KM	P _____	P _____
		LIPA P7Y542 15,000 KM	P _____	P _____
		OVP P7X463 20,000 KM	P _____	P _____
		LIPA P7Y542 20,000 KM	P _____	P _____
		OVP P7X463 25,000 KM	P _____	P _____
		OVP P7X463 30,000 KM	P _____	P _____
		<u>TOTAL</u>	P _____	P _____
		<i>Please refer to the attached scope of works</i>		
		GRAND TOTAL: P 50,097.95		
		OVP-LS2 – Purchase Request dated July 2, 2021 received thru email on July 8, 2021 with Request # LSD2-PR21-043		
		APP Details: PAP 2 ; 1 st APP Update for June 2021 – Batangas Branch PAP 1 ; 2 nd APP Update for June 2021 – OVP-LS2 APP # 209 – Lipa Branch		
		NP.53.9 – Small Value Procurement		

Delivery Terms: Fifteen (15) Calendar Days from receipt of approved Job Order / Purchase Order.
Payment Terms: Supplier shall be paid in accordance with Government Terms.
Price validity : Three (3) months

GENERAL CONDITIONS OF THE CONTRACT:

- The Supplier shall deliver the Goods/Services in accordance with the description and quantity specifications of the Purchase Order or Job Order.
- The Supplier shall deliver the Goods/Services 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 of 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 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.
- 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 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.
- 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.
- The pricing of the Goods/Services shall be in Peso and inclusive of Twelve Percent (12%) Value-Added Tax (VAT).

SPECIAL CONDITIONS OF CONTRACT:

- 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 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.
- 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 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 the contract.
- 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.
- 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.
- 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 of any past or future default or breach thereof, except as expressly stated in such waiver.
- 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 the 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 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 form 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 or 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 payment 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 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: (1) the validity, legality and enforceability of the remaining provisions contained 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. BIDDING 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.

TERMS AND CONDITIONS:

1. NON-SUBMISSION OF THE FOREGOING DOCUMENTS SHALL BE A GROUND FOR DISQUALIFICATION.

2. The canvass form shall only determine the supplier with the Lowest Calculated and Most Responsive Bid and that the amount of the Purchase Order (PO) and the check/fund transfer payable to the winning bidder shall be based on the actual cost and up to the extent of approved budget only.

3. **Terms of Payment:** Direct Payment to supplier's bank account or check payment (if applicable) upon inspection and acceptance of goods/services by SSS.

4. The SSS shall deduct from the contract price any delinquency amount due to SSS by the supplier, contractor, or consultant awarded with a procurement contract if the latter fails or refuses to settle the delinquency upon receipt of the Notice of Delinquency.

5. The deduction of delinquency from the contract price shall be guided by the following:

A. The contract price subject of deduction shall be net of tax.

B. Only the delinquent contribution shall be deducted from the contract price; the penalties shall be collected in accordance with Circular No. 2018-008 (Revised Guidelines in the Installment Payment Scheme For Employers Under SSC Resolution No. 976-s.2010 Dated 8 December 2010) and Creation of the Employer Delinquency Settlement Review Committee.

6. For late deliveries, liquidated damages shall be enforced and computed at 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances. **(Sec. 68 Rule XXII 2016 Revised IRR of RA 9184)**

This is to certify that my Company is updated in the payment of contributions and loan 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 errors. The offeror binds himself to this quotation.

Very Truly Yours,

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

Your Business SSS No. _____
(In case of Self-Employed, please indicate your SSS number)
PhilGeps Registration No. _____
Tax Identification No. _____
Date Received : _____


IREIN E. DANICHO
Local BAC Secretariat

(Business Name)

(Business Address)

(Telephone No.)