



SEALED QUOTATION FORM

May 21, 2021
Date

PHILGEPS REF. NO.: 7720813
DATE POSTED : 05/26/21
POSTED BY : AMY

Sir / Madam:

Please furnish us with your quotation on or before **May 31, 2021 @ 4:00PM** for the following items:

No.	Quantity	PARTICULARS	Unit Cost	Total Cost
1	4 Batches (55 – 60 Pax per Batch)	<p>Hiring of Resource Speaker to conduct Basic Supervisory Development Course from 8:00AM–12:00NN (4 Hours) via MS Teams (Webinar) with the following modules/topic outline: ABC = P 60,000.00 / Batch</p> <p>I. Planning, Leading, Organizing and Controlling (PLOC)</p> <p>II. Upward & Downward Communications</p> <p>III. Conducting Effective Online Meetings</p> <p>IV. Motivation, Delegation, Discipline</p> <p>V. Managing Millennials</p> <p>Number of batches: Four (4)</p> <p>Schedule of conduct: Batch 1: July 26-30, 2021 Batch 2: August 9-13, 2021 Batch 3: August 23-27, 2021 Batch 4: September 13-17, 2021</p> <p>Schedule per batch: Synchronous (Online Session: 20 hours) Five half days at four hours per day Time: 8:00 AM to 12:00 NN Asynchronous (Offline Activities: 4 hours) Allotted for take-home assignments</p> <p>Note: The resource speaker has the hand on how to utilize the four hours allotted for asynchronous activities, i.e. one hour per day or more, depending on the level of difficulty of the assigned activity.</p> <p style="text-align: center;"><u>OTHER REQUIREMENTS:</u></p> <p>1.) Resource Speaker:</p> <ul style="list-style-type: none"> • He/she is required to conduct a demo teach and shall be rated based on the following criteria as specified in the attached Demo Teach Evaluation Form (DTEF): <ul style="list-style-type: none"> ◦ Mastery of the topic – 50% ◦ Communication skills – 25% ◦ Training methodologies – 25% ◦ Passing rate is 85% <p>2.) Other Requirements:</p> <ul style="list-style-type: none"> -Submission of the following along with the accomplished RFQ: <ul style="list-style-type: none"> • Program proposal with Course Design/Outline, to include training methodologies/approaches to be used. • Learning Validation Tool (Sample Pre- and Post-Test Questionnaires) <i>To be administered on the first and last day of the webinar, respectively.</i> • Sample Asynchronous Activities • Resource speaker's comprehensive resume, which includes the relevant trainings he/she has conducted/ facilitated. -Technical requirements during the demo teach and actual program conduct: <ul style="list-style-type: none"> • Resource speakers should have a strong and stable internet connectivity. • To share with ease on screen, the Powerpoint presentation and other training materials as needed. -The winning bidder must submit a softcopy of the presentation / lecture materials, at least 2 weeks prior the scheduled webinar. This will be given to all participants at the end of the program. <p style="text-align: center;"><i>(Please see attached Demo Teach Evaluation Form)</i></p> <p>GRAND TOTAL ABC = P 240,000.00</p> <p>LDD – Memo dated 5-18-21 received by PPMD via e-mail on 5-21-21 with Request 2021-0244 [APP FY 2021, 289, Original] - Training / Seminars (Supervisory Development) – Basics of Supervision - Professional Fee of External Resource Speaker]</p>	P _____ per Batch	P _____

Payment Terms: Government Terms (Payment is upon delivery of items / services and submission of billing documents.)

Price validity : Three (3) Months

NOTE/S: 1.) **For canvass with an ABC of P 100,000.00 and above**, the winning bidder is required to post a Performance Bond from receipt of Notice of Award equivalent to 5% Cash (Goods & Consulting Services) & 10% Cash (Infrastructure), Cashier's / Manager's Check, Bank Guarantee / Draft or 30% Surety Bond callable upon demand, of the contract price.

2.) **Supplier is required to indicate his PhilGeps Registration Number on the canvass form.**

3.) SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.

4.) **Alternative offer is not allowed.**

5.) **Sealed Quotations may be submitted through the following:**

1. **SEALED ENVELOPE** to be dropped at the drop box located at Procurement Planning & Management Dept., 2nd flr. SSS Main Bldg., East Ave., Diliman, Quezon City. The sealed envelope shall be addressed to Ms. VIOLETA V. JAVAR – Acting Head, indicate the RFQ Form number, company name, name of company representative, business address and contact details.

2. **VIA ELECTRONIC MAIL** at bacsealedquotations@sss.gov.ph with the following requirements:

a. Quotations and attachments should be in portable document format (pdf) and a compressed/ziped and protected by a password (see attached Guide in Creating password protected zip file folder).

b. Name the zip file folder by RFQ number and the Project Title

c. The Supplier who timely submitted its Sealed Quotation but who fails to provide its password on the date and time of opening shall be disqualified.

d. Passwords shall be made available only (*not earlier and not beyond the prescribed schedule*) thru email (bacsealedquotations@sss.gov.ph) or SMS (09062603807) during opening of bids which is scheduled on:

Date: June 1, 2021 Time: 1:30-2:00 PM

6.) **Schedule of event is subject to change.**

7.) **For further clarification, please call Ms. Cha Del Pilar / LDD @ (8) 920-6401 local 5773 or via e-mail delpilarmm@sss.gov.ph.**

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).

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

* 1. Valid Mayor's / Business Permit

2. PhilGEPS Registration Number (Red Membership) or PhilGEPS Certificate (Platinum Membership)

3. 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 (SEC) – Partnership/Corporation

c. Philippine Contractors Accreditation Board License (PCAB) - Contractors/Civil Works

d. Cooperative Development Authority (CDA) – Cooperatives

4. Latest Annual Income / Business Tax Return (for ABCs above P500K)

5. BIR Certificate of Registration Form 2303

6. SSS ID Number (Employer/Self-Employed)

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

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 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 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 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. 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.

Your Business SSS No. _____

PhilGeps Registration No. _____

T I N no. _____

Date Received : _____

(Business Name)

(Address & Telephone No.)

(E-mail Address)

Very Truly Yours,


VIOLETA V. JAVAR
Acting Head

Procurement, Planning & Management Department

Tel No. 920-6401 loc 5504-5507

Fax No. 435-9861

E-mail Address: bansilea@sss.gov.ph; ppmd@sss.gov.ph

/ rcd /



DEMO TEACH EVALUATION FORM (DTEF)

Program: _____

Duration & Venue: _____

Resource Speaker: _____

Participants: _____

This DTEF will evaluate the effectiveness of the course and resource speaker for a **WEBINAR**.
Your comments are likewise valuable to us.

LEGEND:

Passing Rate is **85%**

A. MASTERY OF THE TOPIC		WEIGHT (%)	RATING	COMMENTS
1	The objectives of this course are clearly defined and well-explained to participants.	10%		
2	The resource speaker is an expert in the subject matter.	10%		
3	He/she was able to present facts, statistics and relevant examples.	10%		
4	He/she was able to adjust to his/her learners level of learning.	10%		
5	He/she was able to address all my questions / issues / concerns.	10%		
TOTAL		50%		

B. COMMUNICATION SKILLS		WEIGHT (%)	RATING	COMMENTS
6	He/she is fluent in both English and Filipino. He/she speaks with confidence and used minimal fillers.	7%		
7	He/she used the appropriate volume and tone of voice to convey the message and provide impact to his/her presentation.	6%		
8	He/she listened actively to his/her participants by asking questions to clarify points and provided feedback when necessary.	6%		
9	He/she exhibited open-mindedness and empathy to the participants.	6%		
TOTAL		25%		

C. TRAINING METHODOLOGIES		WEIGHT (%)	RATING	COMMENTS
10	He/she was able to set virtual classroom rules and maintain order & discipline.	5%		
11	He/she was able to manage virtual classroom situations appropriately. Sessions were not rushed.	5%		
12	He/she was interesting, stimulating, informative and entertaining.	5%		
13	He/she used varied, relevant & engaging activities (e.g. lectures, SLEs, group discussions, role playing, video presentations, etc.).	5%		
14	He/she was able to establish a positive learning environment that encouraged participants to share and ask freely without fear of being judged.	5%		
TOTAL		25%		
GRAND TOTAL		100%		

D. OTHER COMMENTS	E. AREAS FOR IMPROVEMENT
What do you like most about this training?	What improvements should be made to make this training better?

Thank you for your feedback.

09-30-2021
AB