



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
 Office Address: SSS BLDG.EASTAVE.DILIMAN PINYAHAN, QC NCR 2ND DISTRICT
 Tel No: 920-6401 loc 5504 TO 07

Branch: Luzon South Clstr
 Phone:
 E-mail:

Vendor: JRS BUSINESS CORPORATION
 Address: L & A BLDG. II M.H. DEL PILAR
CALAPAN CITY Philippines

PO/JO/LO No.: 5000011447
 Date: March 17, 2022
 Order Type: JO
 APP: 2022-327

Gentlemen,

Please deliver to our property custodian at the Social Security System the following items:

NO.	PR No.	MAT NO.	DESCRIPTION	UoM	QTY	UNIT COST	AMOUNT
10	1000057951		Messengerial - Mar-Dec 2022 - Calapan	LOT	1	69,000.00	69,000.00
20	1000057951		Messengerial - Mar-Dec 2022-MOD Calapan	LOT	1	3,500.00	3,500.00
Total Amount							72,500.00

Messengerial Services for the Year 2022 of SSS Calapan Branch and MOD-Calapan

Rates and Scope of Delivery:

a. Metro Manila
 Pouch Sizes:
 Small - P 120.00
 Medium - P 145.00
 Large - P 306.00

b. Luzon
 Pouch Sizes:
 Small - P 107.00
 Medium - P 130.00
 Large - P 273.00

c. Visayas
 Pouch Sizes:
 Small - P 128.00
 Medium - P 156.00
 Large - P 339.00

d. Mindanao
 Pouch Sizes:
 Small - P 132.00
 Medium - P 165.00
 Large - P 366.00

Contract price shall not exceed the approved budget.

Mode of Procurement: NP-Small Value Procurement

Approved by HoPE-LOG, Atty. Antonio S. Argabioso on March 8, 2022 per recommendation of Local BAC-Luzon South 2 Division under Res No. LSD2-2022-01 Agenda No 2.2 dated March 1, 2022

Classification: Communication Expense - Messengerial
 Funds Available: P 72,500.00

Payment Terms: Suppliers shall be paid in accordance with Government Terms (Payment is upon delivery of items/services and submission of billing documents)

Note: Subject to specific warranties appearing at the back thereof.

Delivery: Acceptance of deliveries shall be from Monday to Friday only excluding holiday at 8:00 am to 5:00 pm.

You are to pick up parcels and deliver daily or when need arises from receipt of this Job Order. Please submit original Deliver Receipt and Invoice, together with duly signed copy of this Job Order at SSS Calapan Branch.

Certified Funds Available:

MARIA TERESA M. MANGUBAT
 CEO II – AGAS
 Luzon South 2 Division

Certified:

MONINA R. AMARILLO
 CEO I – ADMIN
 Calapan Branch

Approved:

IMELDA G. FAMILARAN
 Branch Head I
 Calapan Branch

Conforme:

Name of Authorized Representative

Signature

Date

GENERAL CONDITIONS OF THE CONTRACT:

1. The Supplier shall deliver the Goods/Services in accordance with the description and quantity specifications of the Purchase Order or Job Order.
2. 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.
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 of 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 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 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 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 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.
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 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.
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 of any past or future default or breach thereof, 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 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. **LIQUIDATED DAMAGES.** If supplier fails to satisfactorily deliver any or all of the goods and/or perform the services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, 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 of performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other course of action and remedies open it.
13. **HOLD FREE AND HARMLESS.** 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, supplier agrees to indemnify 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 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.
16. **GOVERNING LAW.** The contract shall be governed by and interpreted according to the laws of the Republic of the Philippines.
17. **AMENDMENTS.** The contract 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 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.
19. **BIDDING EFFECT.** The contract shall be binding upon the parties, hereto, their assignees 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 SSS. Inclusion in any reference list shall also be undertaken only upon prior written approval of SSS

SUPPLIER WARRANTS THE FOLLOWING:

1. All goods to be delivered are in accordance with the unit / quantity / samples / specifications / printing layouts of the System.
2. Materials to be furnished shall be fresh stock / brand new / standard factory products of reputable manufacturers.
3. All charges or fees for the test and analysis service on delivery samples shall be paid by the System, provided, however, that if, after the test, the delivery is rejected, the fees for the test shall be for the account of the supplier.
4. Supplier guarantees their supplies / materials / equipment / printed from against all latent / inherent defects in materials and workmanship for a period of one year from the date of purchase. Replacement of supplies / materials / forms with latent defects and of equipment with defective parts shall be made without charge within twenty-four (24) hours from receipt of request.
5. Supplier warrants the availability of spare parts and service facilities during the lifetime of the equipment and shall answer the call and provide the service within twenty-four (24) hours from call by the System.
6. Delivery of goods ordered shall be made within the period indicated in the Purchase Order / Job Order / Letter Order. No other delivery date shall be allowed. For late delivery, a penalty of 1/10 of 1% of the total amount of the late delivered items shall be imposed for every day of delay.
7. For canvass / Bid with an ABC of P100,000.00 and above (except for Direct Contracting and Repeat Order), the winning bidder is required to post a Performance Bond within ten (10) calendar days from the receipt of notice but in no case later than the signing of the contract / PO / JO by both parties, which shall be valid within the contract period, equivalent to % of contract price as follows:

5% Cash (Goods & Consulting Services) and 10% Cash (Infrastructure), Cashier's / Manager's Check, Bank Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank, or 30% Surety Bond callable upon demand issued by a surety or insurance company and duly certified by the Insurance Commission, of the contract price.
8. For Direct Contracting and Repeat Order, the winning bidder is required to post a warranty security for a minimum period of three (3) months, in case of Expendable Supplies, or a minimum period of one (1) year, in case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of the total contract price with validity period starting from the date of acceptance/delivery.
9. In case of rejected deliveries, Suppliers agrees to withdraw the article from SSS Bodega or premises within five (5) days from receipt of "Notice of Rejected Goods". Failure to withdraw the articles on time shall entitle the System to impose a storage fee of 5% of the value of the rejected goods per month and /or if unclaimed for a period of one year, dispose the goods in the most advantageous manner to defray storage cost.
10. In case of delinquency, Supplier agrees that payment under this Purchase Order/Job Order/ Letter Order shall be applied to delinquent contribution subject to adjustments later on, if necessary.
11. Any violation of the above warrants will give rise to legal action by the Social Security System.
12. The following documents are deemed incorporated in, and shall be read, form, and construed as integral parts of this Purchase Order:

ANNEXES TO CONTRACT

- | | |
|------|--|
| "A" | Office Order No. 2018-014 dated 27 February 2018 – Authorized Signatories to Purchase Order (PO) / Job Order (JO) and Disbursement Voucher (DV)

COA Circular No. 79-122 dated 18 December 1979 – Ensuring that Contracts Are Signed When Supported by Available Funds |
| "B" | Memorandum of BAC recommending the award of the PROJECT winning supplier (and Approval of the Approving Authority) |
| "C" | Notice of Award and Notice to Proceed (if applicable) and Purchase Order/Job Order |
| "D" | Request for Quotation |
| "D1" | Technical Specification or Scope of Work |
| "E" | Supplier's quotation/offer, including the Technical and Financial Proposals, and all other documents/statements submitted |
| "F" | Performance Security (if applicable) |

CONFORME:



Company/Authorized Representative



Signature



Date