



REPUBLIC OF THE PHILIPPINES  
SOCIAL SECURITY SYSTEM

Office Address: SSS BLDG.EASTAVE.DILIMAN PINYAHAN, QC NCR 2ND DISTRICT

Tel No: 8709-7198 loc 5504 TO 07

Branch: Main Office

Phone: 8709-7198

E-mail:

Vendor: MT. PROVINCE BROADCASTING  
Address: 72 Carlu St. Bishop's Residence Com  
Baguio City 2600 Philippines

PO/JO/LO No.: 5000012180  
Date: December 05, 2022  
Order Type: JO  
APP: 2022 APP 4U JUL#290A

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
1			One-Hour Airtime for the SSS Public Service Radio Programs as part of the Promotional Activities of Various SSS Campaigns of Luzon North 1 Division.	LOT	1	200,000.00	200,000.00

Total Amount 200,000.00

SOCIAL SECURITY SYSTEM  
**RECEIVED**  
DEC 22 2022  
*Amara*  
CONTRACT MGT. DEPARTMENT

**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 form 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 upon call of the System.
- 6.) Delivery of good 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<sup>th</sup> of 1% of the total amount of the late delivered items shall be imposed for every day of delay.
- 7.) For contract price amounting to P100,000.00 and above (Office Order 2013-014-B), except for Direct Contracting, Repeat Order, Lease of Venue and Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services, 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.) 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 every progress payment, or a special bank guarantee 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, Supplier agrees to withdraw the articles 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 / penalty / loan, 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"  | Administrative Order No. 2022-089 dated 16 November 2022 - Approving Authorities to Act on Procurement Matters with increased Jurisdictional Amount, and Signing Authorities on Notice of Award and Notice to Proceed; Office Order No. 2022-026 - Authorized Signatories to Contracts, POs & JOs; COA Circular No. 79-122 dated 18 December 1979 - Ensuring That Contracts Are Signed Only When Supported |
| "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  |
| "DI" | 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)   |
| "G"  | Secretary's Certificate, Board Resolution, or Special Power of Attorney dated _____  |

**CONFORME:**

Neraldine W. Candry  
Name of Authorized Representative

  
Signature

Dec. 09, 2022  
Date



**REPUBLIC OF THE PHILIPPINES  
SOCIAL SECURITY SYSTEM**  
Office Address: SSS BLDG.EASTAVE.DILIMAN PINYAHAN, QC NCR 2ND DISTRICT  
Tel. No.: 8709-7198 loc. 5504 to 07  
Fax No.: 435-9861

**Vendor:** MT. PROVINCE BROADCASTING  
**Address:** 72 Carlu St. Bishop's Residence Com  
Baguio City 2600 Philippines

**PO/JO/LO No.:** 5000012180  
**Date:** December 05, 2022  
**Order Type:** JO

MAD, Procurement of One-Hour Airtime for the SSS Public Service Radio Programs as part of the Promotional Activities of Various SSS Campaigns of Luzon North 1 Division

Mode of Procurement: NP - Scientific, Scholarly, Artistic Work, Exclusive Technology and Media Services

TIN No.: 000-721-688-000

Classification: Advertising Promo & Mrktng Exp-Advertising Campaign

Funds Available: P 200,000.00

Note: Technical Specifications, Requirements, and Terms & Conditions indicated in the RFQ shall apply

Contact Person: CEO III & Concurrent Officer-in-Charge Jay L. Labadia / MAD at 8709-7198 local 5055 email: labadiajl@sss.gov.ph

Delivery Terms: Thirteen (13) episodes

- Program shall commence within 21 calendar days after receipt of Notice to Proceed (NTP) and Signed Job Order

Delivery Address: Office of the Vice President, Luzon North 1 Division, SSS Bldg., Harrison Road, Baguio City

Payment Terms: Government Terms

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

- Payment shall be made after and shall be based on the actual airing of the SSS radio program monthly or after the duration of the contract, upon submission of the following:

1. Statement of Account/Billing Invoice
2. Certificate of Performance (CP) should also include details as follows:
  - Date of airing of the SSS program
  - Topic/s discussed
  - Resource Person
3. Broadcast Order (BO) with duly signed Conforme
4. Tape-on-Air (TOA)- entire duration of the program

AV

Additional Media/Mileage Values outside the radio program: 13 spots 30 seconder radio commercials = once a week for 13 weeks; cost: P 250.00/spot x 13 spots = P 3,250.00

Approved by VP Gilby G. Oribello on 11/22/2022, per recommendation of BAC I Res. No. 2022-II-068-9 dated 11/14/2022

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.

Please submit your Original Delivery Receipt & Invoice, together with the original copy of this Job Order to MAD, SSS, Quezon City and Photocopy of Delivery Receipt & Sales Invoice to PPMD.

**Reviewed:**

VIOLETA M. JAVAR

Acting Head for PPMD

**Certified:**

BELINDA B. ELLA

Department Manager III-GAD

**Approved:**

DORENDA M. DASMARINAS

Vice President for PMD

**Conforme:**

Nerabline W. Candog

Name of Authorized Representative

[Signature]

Signature

Dec. 09, 2022

Date



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SOCIAL SECURITY SYSTEM

Office Address: SSS BLDG.EASTAVE.DILIMAN PINYAHAN, QC NCR 2ND DISTRICT

Tel No: 8709-7198 loc 5504 TO-07

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Vendor: MT. PROVINCE BROADCASTING

PO/JO/LO No.: 5000012180

Address: 72 Carlu St. Bishop's Residence Com

Date: December 05, 2022

Baguio City 2600 Philippines

Order Type: JO

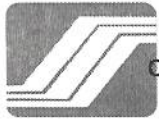
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1			One-Hour Airtime for the SSS Public Service Radio Programs as part of the Promotional Activities of Various SSS Campaigns of Luzon North 1 Division	LOT	1	200,000.00	200,000.00

Total Amount 200,000.00



REPUBLIC OF THE PHILIPPINES

SOCIAL SECURITY SYSTEM

Office Address: SSS BLDG.EASTAVE.DILIMAN PINYAHAN, QC NCR 2ND DISTRICT

Tel. No.: 8709-7198 loc. 5504 to 07

Fax No.: 435-9861

Vendor: MT. PROVINCE BROADCASTING
Address: 72 Carlu St. Bishop's Residence Com
Baguio City 2600 Philippines

PO/JO/LO No.: 5000012180
Date: December 05, 2022
Order Type: JO

MAD, Procurement of One-Hour Airtime for the SSS Public Service Radio Programs as part of the Promotional Activities of Various SSS Campaigns of Luzon North 1 Division
Mode of Procurement: NP - Scientific, Scholarly, Artistic Work, Exclusive Technology and Media Services
TIN No.: 000-721-688-000
Classification: Advertising Promo & Mrktng Exp-Advertising Campaign
Funds Available: P 200,000.00
Note: Technical Specifications, Requirements, and Terms & Conditions indicated in the RFQ shall apply
Contact Person: CEO III & Concurrent Officer-in-Charge Jay L. Labadia / MAD at 8709-7198 local 5055 email: labadiajl@sss.gov.ph
Delivery Terms: Thirteen (13) episodes
- Program shall commence within 21 calendar days after receipt of Notice to Proceed (NTP) and Signed Job Order
Delivery Address: Office of the Vice President, Luzon North 1 Division, SSS Bldg., Harrison Road, Baguio City
Payment Terms: Government Terms
- SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.
- Payment shall be made after and shall be based on the actual airing of the SSS radio program monthly or after the duration of the contract, upon submission of the following:
1. Statement of Account/Billing Invoice
2. Certificate of Performance (CP) should also include details as follows:
- Date of airing of the SSS program
- Topic/s discussed
- Resource Person
3. Broadcast Order (BO) with duly signed Conforme
4. Tape-on-Air (TOA)- entire duration of the program
Additional Media/Mileage Values outside the radio program: 13 spots 30 seconder radio commercials = once a week for 13 weeks; cost: P 250.00/spot x 13 spots = P 3,250.00
Approved by VP Gilby G. Oribello on 11/22/2022, per recommendation of BAC I Res. No. 2022-II-068-9 dated 11/14/2022

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.
Please submit your Original Delivery Receipt & Invoice, together with the original copy of this Job Order to MAD, SSS, Quezon City and Photocopy of Delivery Receipt & Sales Invoice to PPMD.

Reviewed: VIOLETA V. JAVAR
Acting Head for PPMD

Certified: BELINDA B. ELLA
Department Manager III-GAD

Approved: DORENDA M. DASMARINAS
Vice President for PMD

Conforme:
Name of Authorized Representative Signature Date



**REPUBLIC OF THE PHILIPPINES**  
**SOCIAL SECURITY SYSTEM**  
 Office Address: SSS BLDG. EASTAVE, DILIMAN PINYAHAN, QC NCR 2ND DISTRICT  
 Tel. No.: 8709-7199 loc. 5504 to 07  
 Fax No.: 435-9851

Vendor: MT. PROVINCE BROADCASTING  
 Address: 72 Carda St. Bishop's Residence Com  
Baguio City 2600 Philippines

PO/JO/LO No.: 5000012130  
 Date: December 05, 2022  
 Order Type: JO

MAD, Procurement of One-Hour Airtime for the SSS Public Service Radio Programs as part of the Promotional Activities of Various SSS Campaigns of Luzon North 1 Division

Mode of Procurement: NP - Scientific, Scholarly, Artistic Work, Exclusive Technology and Media Services  
 TIN No.: 000-721-558-000  
 Classification: Advertising Promo & Making Exp-Advertising Campaign  
 Funds Available: P 200,000.00  
 Note: Technical Specifications, Requirements, and Terms & Conditions indicated in the RFQ shall apply  
 Contact Person: CEO III & Concurrent Officer-in-Charge Jay L. Labadja / MAD at 8709-7199 local 5055 email: labadja@sss.gov.ph

Delivery Terms: Thirteen (13) episodes  
 - Program shall commence within 21 calendar days after receipt of Notice to Proceed (NTP) and Signed Job Order  
 Delivery Address: Office of the Vice President, Luzon North 1 Division, SSS Bldg., Hamison Road, Baguio City  
 Payment Terms: Government Terms  
 - SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.  
 - Payment shall be made after and shall be based on the actual airing of the SSS radio program monthly or after the duration of the contract, upon submission of the following:

1. Statement of Account/Billing Invoice
2. Certificate of Performance (CP) should also include details as follows:  
 -Date of airing of the SSS program  
 -Topics discussed  
 -Resource Person
3. Broadcast Order (BO) with duly signed Conforma
4. Tape-on-Air (TOA)- entire duration of the program

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Additional Media/Message Values outside the radio program: 13 spots 30 second radio commercials = once a week for 13 weeks; cost: P 250.00/spot x 13 spots = P 3,250.00

Approved by VP Gabby G. Orbello on 11/22/2022, per recommendation of BAC I Res. No. 2022-II-068-B dated 11/14/2022

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.  
 Please submit your Original Delivery Receipt & Invoices, together with the original copy of this Job Order to MAC, SSS, Quezon City and Photocopy of Delivery Receipt & Sales Invoice to PPMD.

Reviewed:  
  
 VIOLETA JAVAR  
 Acting Head for PPMD

Certified:  
  
 BELINDA B. ELLA  
 Department Manager III-CAD

Approved:  
  
 DORENDA M. DASMARINAS  
 Vice President for PMD

Conforma:  
 Neraldine Wakit Candoy  
 Name of Authorized Representative

Signature

December 9, 2022  
 Date

**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 form 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.
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- 7.) For contract price amounting to P100,000.00 and above (Office Order 2013-014-7), except for Direct Contracting, Repeat Order, Lease of Venue and Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services, 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.) 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 Preparing 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 every progress payment, or a special bank guarantee 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, Supplier agrees to withdraw the articles from SSS storage 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.
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- "B" Memorandum of BAC recommending the award of the PROJECT winning supplier (and Approval) of the Awarding Authority;
- "C" Notice of Award and Notice to Proceed (if applicable) and Purchase Order/Job Order
- "D" Request for Quotation
- "E" Technical Specification or Scope of Work
- "F" Supplier's quotation offer, including the Technical and Financial Proposals, and all other documents/statements submitted
- "G" Performance Security (if applicable)
- "H" Secretary's Certificate, Board Resolution, or Special Power of Attorney dated \_\_\_\_\_

**CONFIRME:**

Neraldine Wakit Candoy  
Name of Authorized Representative

  
Signature

December 9, 2022  
Date



REPUBLIC OF THE PHILIPPINES  
SOCIAL SECURITY SYSTEM

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Branch: Main Office

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PO/JO/LO No.: 5000012180

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<b>Total Amount</b>							<b>200,000.00</b>





REPUBLIC OF THE PHILIPPINES

SOCIAL SECURITY SYSTEM

Office Address: SSS BLDG. EASTAVE, DILIMAN PINYAHAN, QC, NCR 2ND DISTRICT  
Tel. No.: 8709-7198 loc. 5504 to 07  
Fax No.: 435-9861

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Address: 72 Carl's St. Bishop's Residence Com  
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PO/JO/LO No.: 6000012180  
Date: December 05, 2022  
Order Type: JO

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Mode of Procurement: NP - Scientific, Scholarly, Artistic Work, Exclusive Technology and Media Services  
TIN No.: 000-723-688-000  
Classification: Advertising Promo & Mktng Exp-Advertising Campaign  
Funds Available: P 200,000.00

Note: Technical Specifications, Requirements, and Terms & Conditions indicated in the RFQ shall apply  
Contact Person: CEO III & Concurrent Officer-in-Charge Jay L. Labadia / MAD at 8709-7198 local 5055 email: labadiaj@sss.gov.ph

Delivery Terms: Thirteen (13) episodes  
- Program shall commence within 21 calendar days after receipt of Notice to Proceed (NTP) and Signed Job Order  
Delivery Address: Office of the Vice President, Luzon North 1 Division, SSS Bldg., Hanson Road, Baguio City  
Payment Terms: Government Terms  
- SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.  
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1. Statement of Account/Billing Invoice  
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3. Broadcast Order (BO) with duly signed Conforms  
4. Tape-on-Air (TOA)- entire duration of the program

\*/N

Additional Media/Mileage Values outside the radio program: 13 spots 30 second radio commercials = once a week for 13 weeks; cost: P 250.00/spot x 13 spots = P 3,250.00

Approved by VP Gibby G. Ornela on 11/22/2022, per recommendation of SAC I Res. No. 2022-11-068-9 dated 11/14/2022

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.

Please submit your Original Delivery Receipt & Invoice, together with the original copy of this Job Order to MAD, SSS, Quezon City and Photocopy of Delivery Receipt & Sales Invoice to PPMO.

Reviewed:  
  
VIOLETA M. JAVAR  
Acting Head for PPMO

Certified:  
  
BELINDA B. ELLA  
Department Manager III-GAD

Approved:  
  
DORENDAM. DASMARINAS  
Vice President for PMS

Conforms:  
  
Neraldine Wakit Candoy  
Name of Authorized Representative

Signature

December 9, 2022  
Date

**SUPPLIER WARRANTS THE FOLLOWING:**

- 1.) All goods to be delivered are in accordance with the unit / quantity / samples / specifications / printing layouts of the System.
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- "E" Supplier's quotation/offer, including the Technical and Financial Proposals, and all other documents/statements submitted
- "F" Performance Security (if applicable)
- "G" Secretary's Certificate, Board Resolution, or Special Power of Attorney dated \_\_\_\_\_

CONFORME:

Neraldine Wakit Candoy  
Name of Authorized Representative

  
Signature

December 9, 2022  
Date

## **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. 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 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 SUPPLIER with another 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 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 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 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 SSS. Neither is there an employer-employee relationship between SSS and the SUPPLIER. This Agreement does not create an employer-employee relationship between 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 SSS to hire any person as an employee of the latter. Any instruction given by 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 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 SSS for coverage and their contributions, as well as all amortizations for salary/educational 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, 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 SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall
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 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 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, 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%), 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 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,