

NOTE/S:

- 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) In case two or more suppliers submitted the same price quotation and have been evaluated as the Lowest Calculated and Responsive Quotation, submission of best offer in a sealed envelope to be dropped at the drop box located at Office of the Vice-President – Luzon South 2 Division, Mezzanine Floor, SSS Bldg., Kumintang Ilaya, Batangas City or password-protected zipped file folder send via e-mail at manalesemc@sss.gov.ph / landichoie@sss.gov.ph shall be adopted as the tie-breaking method to finally determine the single winning supplier.
- 3) Supplier shall be required to indicate his PhilGEPS Registration Number on the Request for Quotation form.
- 4) SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations.
- 5) Alternative offer shall not be allowed.
- 6) Quantity is subject to change but not to exceed the quantity in the approved PO/JO/LO.
- 7) Award shall be per "LOT BASIS".
- 8) For clarification of details, please contact Ms. Ma. Floreswinda B. Pantoja-Castillo at Tel No. (043) 723-3874 or via email at luzonsouth2@sss.gov.ph
- 9) Open Quotations may be submitted through the following:
 1. Dropped at the drop box located at Office of the Vice-President – Luzon South 2 Division, Mezzanine Floor, SSS Bldg., Kumintang Ilaya, Batangas City, SSS Batangas Branch. The sealed envelope shall be addressed to Mr. Joseph Pedley V. Britanico – Local BAC Chairperson, indicate the RFQ Form number, company name, name of company representative, business address and contact details.
 2. Sent via electronic mail at manalesemc@sss.gov.ph / landichoie@sss.gov.ph / luzonsouth2@sss.gov.ph

DOCUMENTARY REQUIREMENT:

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 - 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 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.
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.** 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 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 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
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

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. SUPPLIER 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 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 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 forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. Compliance with Labor Laws. 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 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

11. Compliance with Tax Laws. 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. Failure by SUPPLIER to comply with the foregoing shall entitle the 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 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. 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

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 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.

Very Truly Yours,

Your Business SSS No. _____
PhilGeps Registration No. _____
T I N: _____
Date Received : _____


IREIN E. LANDICHO
Secretariat

Local BAC, Luzon South 2 Division
Tel No. (043) 723-0766

(Company/Business Name)

(Address & Telephone No.)

(Mobile Number of Company Representative)

(E-mail Address)