



Republic of the Philippines
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

PROCUREMENT PLANNING & MANAGEMENT DEPARTMENT
Tel. No. 8709-7198 loc 5504-5507/6391

May 25, 2023

Sir/Madam:



Please furnish us with your quotation on or before **MAY 31, 2023 @ 5:00 PM** for the items listed in the attached **Request for Quotation (RFQ)**.

Kindly accomplish the **RFQ Form** together with the **Bidder's Information** and indicate your confirmation on the **Terms and Conditions** by signing the **Certification**.

Refer to the Instruction to Suppliers for the procedure on the submission of quotation.

Thank you.

Very truly yours,


BILLY V. DIBDIB
Acting Head, PPMD 

PHILGEPS REF NO.:	9789333
DATE POSTED	: 05/25/23
POSTED BY	: AMY

REQUEST FOR QUOTATION (RFQ) FORM

RFQ Number 2023-0093	RFQ Date May 25, 2023	ABC P 292,134.10	APP No. 2023-0049 (10th Update for the Month of March)
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Printed Books				
Item No.	Quantity	P A R T I C U L A R S	Unit Cost	Total Cost
1	2 Books	Agile Portfolio Management ISBN: 9780367650933 Publication Year: 2022 ABC: P 14,138.10	₱ _____ / Book	₱ _____
2	1 Book	Applied Statistics In Business And Economics, 7E ISBN: 9781260597646 Publication Year: 2022 ABC: P 6,924.50	₱ _____ / Book	₱ _____
3	1 Book	Business Analysis, Requirements, And Project Management ISBN: 9780367766849 Publication Year: 2022 ABC: P 6,528.50	₱ _____ / Book	₱ _____
4	2 Books	Competency Based Human Resource Management with DVD ISBN: 9781984658906 Publication Year: 2022 ABC: P 18,997.00	₱ _____ / Book	₱ _____
5	1 Book	Corporate Finance - Theory And Practice, 6E, 2022 ISBN: 9781725302327 Publication Year: 2020 ABC: P 6,924.50	₱ _____ / Book	₱ _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
6	2 Books	Employee Relations Management with DVD ISBN: 9781984658869 Publication Year: 2022 ABC: P 13,849.00	P _____ / Book	P _____
7	1 Book	Fundamentals Of Human Resource Management, 9E ISBN: 9781071848906 Publication Year: 2022 ABC: P 7,914.50	P _____ / Book	P _____
8	1 Book	Human Resource Management in Public Service, 7e ISBN: 9781678200336 Publication Year: 2022 ABC: P 10,000.00	P _____ / Book	P _____
9	2 Books	Public Service Ethics ISBN: 9781032066318 Publication Year: 2022 ABC: P 15,038.10	P _____ / Book	P _____
10	1 Book	Risk Assessment: A Practical Guide To Assessing Operational Risks, 2E ISBN: 9781119755920 Publication Year: 2022 ABC: P 10,000.00	P _____ / Book	P _____
11	1 Book	Accounting For Governmental & Nonprofit Entities, 19E ISBN: 9781265669454 Publication Year: 2022 ABC: P 10,000.00	P _____ / Book	P _____
12	1 Book	Financial Accounting: Reporting, Analysis & Decision Making ISBN: 9780730395294 Publication Year: 2022 ABC: P 6,924.50	P _____ / Book	P _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
13	1 Book	Acct4 Management, 4E ISBN: 9780170451888 Publication Year: 2022 ABC: P 10,000.00	P _____ / Book	P _____
14	1 Book	Financial & Managerial Accounting: The Basis for Business Decisions, 19e ISBN: 9781416627227 Publication Year: 2021 ABC: P 6,924.50	P _____ / Book	P _____
15	1 Book	Fundamentals Of Financial Accounting, 7E ISBN: 9781265440169 Publication Year: 2022 ABC: P 8,508.50	P _____ / Book	P _____
16	1 Book	Introduction to Managerial Accounting, 9e ISBN: 9781265672003 Publication Year: 2022 ABC: P 4,835.00	P _____ / Book	P _____
17	2 Books	Inclusivity and Equality in Performance Training ISBN: 9780367646806 Publication Year: 2022 ABC: P 5,929.00	P _____ / Book	P _____
18	1 Book	Organisations And Management In Social Work, 4E ISBN: 9781526463852 Publication Year: 2022 ABC: P 3,955.05	P _____ / Book	P _____
19	1 Book	Social Work Law, Ethics & Social Policy ISBN: 9781529723823 Publication Year: 2022 ABC: P 4,945.05	P _____ / Book	P _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
20	1 Book	Essentials of Economics, 12e ISBN: 9781265115517 Publication Year: 2023 ABC: P 9,785.05	P _____ / Book	P _____
21	1 Book	Managerial Economics, 16e ISBN: 9781473778955 Publication Year: 2022 ABC: P 10,000.00	P _____ / Book	P _____
22	1 Book	What is Environmental Sociology? ISBN: 9781509544394 Publication Year: 2021 ABC: P 2,569.05	P _____ / Book	P _____
23	1 Book	Foundations Of Public Service ISBN: 9781032110066 Publication Year: 2022 ABC: P 7,255.00	P _____ / Book	P _____
24	1 Book	Managing Public Services ISBN: 9780367723248 Publication Year: 2022 ABC: P 5,539.00	P _____ / Book	P _____
25	1 Book	Writing and Representing Qualitative Research ISBN: 9781544348483 Publication Year: 2022 ABC: P 4,945.05	P _____ / Book	P _____
26	1 Book	Presenting Statistical Results Effectively ISBN: 9781446269817 Publication Year: 2022 ABC: P 4,549.05	P _____ / Book	P _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
27	2 Books	Human Resource Management in the Philippine Context ISBN: 9789715429146 Publication Year: 2021 ABC: P 1,970.10	₱ _____ / Book	₱ _____
28	1 Book	Strategy in the New Age of Capitalism Collaborative and Inclusive Approaches to Value Creation ISBN: 9789715429771 Publication Year: 2022 ABC: P 1,282.05	₱ _____ / Book	₱ _____
29	1 Book	Research And Realities: Politics in the Third World ISBN: 9789715429108 Publication Year: 2020 ABC: P 984.55	₱ _____ / Book	₱ _____
30	1 Book	Corporate Governance, Business Ethics, Risk Management, and Internal Control ISBN: 9786214271177 Publication Year: 2021-2022 ABC: P 886.05	₱ _____ / Book	₱ _____
31	1 Book	Applied Economics Publication Year: 2021 ABC: P 795.00	₱ _____ / Book	₱ _____
32	1 Book	Operations Management & Total Quality Management ISBN: 978981878456 Publication Year: 2020 ABC: P 1,579.05	₱ _____ / Book	₱ _____
33	1 Book	Advance Financial Accounting and Reporting ISBN: 9781502641397 Publication Year: 2022 ABC: P 1,645.00	₱ _____ / Book	₱ _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
34	1 Book	Essentials of Project Management ISBN: 9786214161188 Publication Year: 2022 ABC: P 985.05	₱ _____ / Book	₱ _____
35	1 Book	Basic Financial Management in Philippine Setting ISBN: 9786214271117 Publication Year: 2022 ABC: P 1,876.05	₱ _____ / Book	₱ _____
36	1 Book	The Routledge Handbook of Accounting Ethics ISBN: 9780367694869 Publication Year: 2021 ABC: P 5,935.05	₱ _____ / Book	₱ _____
37	1 Book	Risk Modeling: Practical Applications of Artificial Intelligence, Machine Learning and Deep Learning ISBN: 9781119824930 Publication Year: 2022 ABC: P 4,549.05	₱ _____ / Book	₱ _____
38	2 Books	Mastering Microsoft Teams: Creating a Hub for Successful Teamwork in Office 365 ISBN: 9781119697886 Publication Year: 2022 ABC: P 9,890.10	₱ _____ / Book	₱ _____
39	1 Book	Guidelines and Procedures in Land Titles and Deeds ISBN: 9786210218770 Publication Year: 2022 ABC: P 1,782.00	₱ _____ / Book	₱ _____
40	1 Book	Torts and Damages Annotated ISBN: 9781951600570 Publication Year: 2022 ABC: P 1,298.00	₱ _____ / Book	₱ _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
41	1 Book	Persons & Family Relations ISBN: 9786210217148 Publication Year: 2022 ABC: P 1,958.00	P _____ / Book	P _____
42	1 Book	Obligations and Contracts ISBN: 9786210216721 Publication Year: 2022 ABC: P 1,628.00	P _____ / Book	P _____
43	1 Book	Bar Q&A Civil Law ISBN: 9786210217056 Publication Year: 2022 ABC: P 858.00	P _____ / Book	P _____
44	1 Book	Family Code of the Philippines ISBN: 9786210217247 Publication Year: 2022 ABC: P 1,936.00	P _____ / Book	P _____
45	1 Book	Wills and Succession (Second Edition) ISBN: 9786210214444 Publication Year: 2021 ABC: P 3,432.00	P _____ / Book	P _____
46	1 Book	The Sogie Law and Persons and Family Relations ISBN: 9786210213867 Publication Year: 2021 ABC: P 1,386.00	P _____ / Book	P _____
47	1 Book	Torts and Damages ISBN: 9786210213362 Publication Year: 2021 ABC: P 1,518.00	P _____ / Book	P _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
48	1 Book	Civil Law Agency and Partnership: Notes and Principles ISBN: 9786210213133 Publication Year: 2021 ABC: P 1,144.00	P _____ / Book	P _____
49	1 Book	The Law on Property Annotated ISBN: 9786210214284 Publication Year: 2021 ABC: P 1,848.00	P _____ / Book	P _____
50	1 Book	Partnership, Agency and Trust ISBN: 9786210212891 Publication Year: 2021 ABC: P 1,188.00	P _____ / Book	P _____
51	1 Book	Credit Transaction ISBN: 9786210215311 Publication Year: 2021 ABC: P 1,188.00	P _____ / Book	P _____
52	1 Book	Notes and Cases on Succession ISBN: 9786210212389 Publication Year: 2020 ABC: P 1,628.00	P _____ / Book	P _____
53	1 Book	Property ISBN: 9786210212266 Publication Year: 2020 ABC: P 726.00	P _____ / Book	P _____
54	1 Book	Civil Procedure: A Guide for the Bench and the Bar (Book I) ISBN: 9786210213133 Publication Year: 2020 ABC: P 2,420.00	P _____ / Book	P _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
55	1 Book	Civil Procedure: A Guide for the Bench and the Bar (Book II) ISBN: 9786210214284 Publication Year: 2021 ABC: P 1,540.00	P _____ / Book	P _____
56	1 Book	Civil Procedure: A Guide for the Bench and the Bar (Book III) ISBN: 9786210212891 Publication Year: 2022 ABC: P 1,815.00	P _____ / Book	P _____
57	1 Book	Evidence: A Compendium for the Bench and the Bar ISBN: 9786210215311 Publication Year: 2021 ABC: P 1,815.00	P _____ / Book	P _____
58	1 Book	Evidence (The Bar Lecture Series) Publication Year: 2022 ABC: P 1,980.00	P _____ / Book	P _____
59	1 Book	Rules of Court Codal (Rex) Publication Year: 2021 ABC: P 3,870.90	P _____ / Book	P _____
60	1 Book	The Accounting Guide for Entrepreneurs and Employees ISBN: 9786210213300 Publication Year: 2021 ABC: P 764.50	P _____ / Book	P _____
61	2 Books	Buwis it! ISBN: 9786210203196 Publication Year: 2017 ABC: P 1,513.60	P _____ / Book	P _____

Item No.	Quantity	PARTICULARS	Unit Cost	Total Cost
62	2 Books	Buy Less, Live More ISBN: 9786210217728 Publication Year: 2022 ABC: P 1,716.00	P _____ / Book	P _____
63	2 Books	Secrets to Keeping Your Sanity In A Crazy World ISBN: 9786210215922 Publication Year: 2021 ABC: P 1,056.00	P _____ / Book	P _____
64	2 Books	Speak Write Live ISBN: 9786210216202 Publication Year: 2021 ABC: P 770.00	P _____ / Book	P _____
Price Validity		Three (3) Months.		
Delivery Terms and Place		<ul style="list-style-type: none"> • Thirty (30) Calendar Days from receipt of Approved Purchase Order / Job Order • To be delivered at SSS Library, LG/F, SSS Main Office, East Avenue, Diliman, Quezon City. 		
Payment Terms		<ul style="list-style-type: none"> • Government Terms. • SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR regulations. • One-time Payment. • Payment is upon delivery of items/services and submission of billing documents. 		

BIDDER'S INFORMATION		
Business Name	Address	
Name of Company Representative	Email Address	Telephone/Mobile Number
PhilGEPS Registration No.	SS Number	BIR TIN

NOTE: The Supplier must ensure to fill-out the details of its business and of the owner/company representative, with signature over printed name on CERTIFICATION page. Incompletely filled-out RFQ Form is a ground for disqualification of submitted quotation.

TERMS AND CONDITIONS

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. If two (2) or more Suppliers submitted the same price quotation and have been post-qualified as the suppliers with Lowest Calculated and Responsive Quotations, the procuring unit shall use "draw lots" or similar method of chance to break the tie.
3. Alternative offer shall not be allowed. Any bid exceeding the ABC shall be a ground for disqualification.
4. Quantity is subject to change but not to exceed the quantity in the approved PO/JO/LO.
5. Award shall be on a per **"ITEM BASIS"** and the date of conduct/start of the project is subject to change.

INSTRUCTIONS TO SUPPLIERS

1. For clarification of details, please contact **Ms. Michaela Angela B. Guinto of LDD** at **8709-7198 local 6126** or via e-mail quintomb@sss.gov.ph.
2. Supplier should indicate "COMPLY" or "NOT COMPLY" in the STATEMENT OF COMPLIANCE COLUMN if applicable. Failure to indicate compliance and non-compliance will mean automatic disqualification.
3. Sealed Quotations may be submitted through the following:
 - a. DROP BOX located at Procurement Planning & Management Dept. (PPMD), 2nd Floor, SSS Main Bldg., East Ave., Diliman, Quezon City. It shall be addressed to Ms. BILLY V. DIBDIB – Acting Head of the PPMD. Indicate in the sealed envelope the RFQ Number, company name, name of company representative, business address, and contact details.
 - b. ELECTRONIC MAIL at bacsealedquotations@sss.gov.ph with the following requirements:
 - i. Quotations and attachments should be in portable document format (pdf), compressed/zipped and protected by a password. (See attached Guide in Creating password protected zip file folder.)
 - ii. File name of the zip file folder shall be by **RFQ number and Project Title**.
 - iii. 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.
 - iv. Passwords shall be made available only through email (bacsealedquotations@sss.gov.ph) or **SMS (09062603807)** during opening of bids which is scheduled on:

DATE: JUNE 1, 2023

TIME: 1:30 PM – 2:00 PM

4. After evaluation of offer, the SUPPLIER shall be required to submit the complete and applicable documentary requirements under Appendix A - Annex "H" of R.A. 9184 **after receipt of notice or advice from the SSS**, as follows:
 - a. Valid Mayor's/Business Permit¹
 - b. PhilGEPS Registration Number (Red Membership) or PhilGEPS Certificate (Platinum Membership)
 - c. Professional License/Curriculum Vitae (for Consulting Services)

¹ 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.

- d. Philippine Contractors Accreditation Board License (PCAB) (for Infrastructure Projects)
- e. Latest Annual Income / Business Tax Return (for ABCs above P500K)
- f. Notarized Omnibus Sworn Statement (for ABCs above P50,000)¹
For ABCs amounting to P50,000 and below, the supplier with lowest calculated & responsive quotation/bid shall be required to submit a Notarized Special Power of Attorney (SPA) for Sole Proprietorship or Secretary's Certificate for Partnership/Corporation, authorizing the representative, if any, to sign on behalf of the owner/company.
- g. Domestic Trade & Industry (DTI)²
- h. Certificate of Registration (BIR Form 2303)²

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 the SSS, if applicable.
4. The SUPPLIER warrants that all the Goods/Services have no defects 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 the SSS of the defect. Defects detected only after the item is installed and used are 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 on 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).

² For individuals engaged under Sec. 53.6, 53.7 and 53.9 of the IRR of RA No. 9184, only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit.

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 the SUPPLIER with another 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 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 the 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 the 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 that the employees of the SUPPLIER assigned to perform the PROJECT are not employees of the SSS. Neither is there an employer-employee relationship between the SSS and the SUPPLIER.

This Agreement does not create an employer-employee relationship between the SSS and the SUPPLIER including its personnel; that the PROJECT rendered by the personnel assigned by the SUPPLIER to the 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 the 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 the 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 the SSS to hire any person as an employee of the latter. Any instruction given by the SSS or any of its personnel to the SUPPLIER's employees is 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 the SSS for coverage and their contributions, as well as all amortizations for salary/education/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, the 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 the SSS for its failure to demand SS contributions or payments from the SUPPLIER. Moreover, the SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to the SSS.

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 the 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 the 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, the 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%), the 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 the 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 the 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 or relating to the contract shall be instituted in the appropriate court in Quezon City, the 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 the SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of the SSS.

CERTIFICATION

This is to certify that my company conforms with the above Terms and Conditions, and that the data/quotation indicated is true, correct, and valid.

Owner/Company Representative
(Signature over Printed Name)

Date