

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 the performance of this Contract, unless:
(i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law. The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the contract.
2. **MERGER AND CONSOLIDATION.** In case of merger, consolidation or change of ownership of the Winning Bidder with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the contract.
3. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations pursuant to the Contract if such delay is due to force majeure. Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.
4. **NON-ASSIGNMENT.** Neither party may assign the Contract in whole or in part without the consent of the other party.
The Winning Bidder shall not subcontract in whole or in part the project and deliverables subject of the Contract without the written consent of SSS.
5. **WAIVER.** Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
6. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of Winning Bidder assigned to perform the project are not employees of SSS. Neither is there an employer- employee relationship between SSS and Winning Bidder.
The Contract does not create an employer-employee relationship between SSS and the Winning Bidder including its personnel; that the services rendered by the personnel assigned by Winning Bidder to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The Winning Bidder hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to Winning Bidder's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. Winning Bidder shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.
8. **PARTNERSHIP.** Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
9. **COMPLIANCE WITH SS LAW.** The Winning Bidder shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated.
Should Winning Bidder fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from Winning Bidder's receivables under this Agreement.
Further, prescription does not run against SSS for its failure to demand SS contributions or payments from Winning Bidder. Moreover, Winning Bidder shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.
10. **COMPLIANCE WITH LABOR LAWS.** The Winning Bidder, as employer of the personnel assigned to undertake the project, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices. It is agreed further that prior to the release of any payment by SSS to Winning Bidder, its President, or its duly authorized representative, shall submit a sworn statement that all moneys due to all its employees assigned to the project as well as benefits by law and other related labor legislation have been paid by Winning Bidder and that he/she assumed full responsibility thereof.
11. **COMPLIANCE WITH TAX LAWS.** The Winning Bidder shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by Winning Bidder to comply with the forgoing shall entitle SSS to suspend payment of the Contract Price.
12. **SETTLEMENT OF DISPUTES.** All actions and controversies that may arise from the Contract involving but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.
13. **GOVERNING LAW.** The contract shall be governed by and interpreted according to the laws of the Republic of the Philippines.
14. **AMENDMENTS.** The contract may be amended only in writing and executed by the parties or their duly authorized representatives.
15. **SEPARABILITY.** If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, them: (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.
16. **VENUE OF ACTION.** Any suit or proceeding arising out of relating to the contract shall be instituted in the appropriate court in **Quezon City**, parties hereto waiving any other venue.
17. **BINDING EFFECT.** The contract shall be binding upon the parties hereto, their assignee/s and successor/s-in-interest.
18. **NON-PUBLICITY.** No press release in oral, written or electronic form shall be issued covering this transaction without prior written approval of SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of SSS.

After having carefully read and accepted the terms and conditions for the above project as reflected on the face of Request for Quotation, I/We submit statement of compliance and our quotation/s for the item/s as follows:

ORIGIN/ BRANCH/ UNIT	AREA OF DISTRIBUTION	SIZE OF POUCH	No. of Pouches (a)	Quoted Price (b)	Amount (c= a x b)	Delivery dates (Indicate the no. of days)
OVP, VISAYAS WEST 2	NCR	Small (Up to 500g)	19			
		Large (Above 500g but not to exceed 3kg)	13			
		Parcel (minimum of 10kg)	1			
	Luzon	Small (Up to 500g)	0			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	0			
	Visayas	Small (Up to 500g)	19			
		Large (Above 500g but not to exceed 3kg)	14			
		Parcel (minimum of 10kg)	4			
	Mindanao	Small (Up to 500g)	0			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	0			
ABC = 12,833.33			TOTAL AMOUNT	P		

NOTE: Total quoted amount above ABC shall be disqualified.

ORIGIN/ BRANCH/ UNIT	AREA OF DISTRIBUTION	SIZE OF POUCH	No. of Pouches (a)	Quoted Price (b)	Amount (c= a x b)	Delivery dates (Indicate the no. of days)
AKLAN	NCR	Small (Up to 500g)	30			
		Large (Above 500g but not to exceed 3kg)	40			
		Parcel (minimum of 10kg)	4			
	Luzon	Small (Up to 500g)	10			
		Large (Above 500g but not to exceed 3kg)	8			
		Parcel (minimum of 10kg)	1			
	Visayas	Small (Up to 500g)	32			
		Large (Above 500g but not to exceed 3kg)	55			
		Parcel (minimum of 10kg)	3			
	Mindanao	Small (Up to 500g)	10			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	0			
ABC = 36,300.00			TOTAL AMOUNT	P		

NOTE: Total quoted amount above ABC shall be disqualified.

ORIGIN/ BRANCH/ UNIT	AREA OF DISTRIBUTION	SIZE OF POUCH	No. of Pouches (a)	Quoted Price (b)	Amount (c= a x b)	Delivery dates (Indicate the no. of days)
ANTIQUE	NCR	Small (Up to 500g)	60			
		Large (Above 500g but not to exceed 3kg)	20			
		Parcel (minimum of 10kg)	4			
	Luzon	Small (Up to 500g)	8			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	1			
	Visayas	Small (Up to 500g)	60			
		Large (Above 500g but not to exceed 3kg)	20			
		Parcel (minimum of 10kg)	3			
	Mindanao	Small (Up to 500g)	8			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	0			
ABC = 28,366.67			TOTAL AMOUNT	P		

NOTE: Total quoted amount above ABC shall be disqualified.

ORIGIN/ BRANCH/ UNIT	AREA OF DISTRIBUTION	SIZE OF POUCH	No. of Pouches (a)	Quoted Price (b)	Amount (c= a x b)	Delivery dates (Indicate the no. of days)
ILOILO CENTRAL	NCR	Small (Up to 500g)	50			
		Large (Above 500g but not to exceed 3kg)	25			
		Parcel (minimum of 10kg)	4			
	Luzon	Small (Up to 500g)	5			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	1			
	Visayas	Small (Up to 500g)	50			
		Large (Above 500g but not to exceed 3kg)	21			
		Parcel (minimum of 10kg)	3			
	Mindanao	Small (Up to 500g)	5			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	0			
ABC = 26,766.67			TOTAL AMOUNT	P		

NOTE: Total quoted amount above ABC shall be disqualified.

ORIGIN/ BRANCH/ UNIT	AREA OF DISTRIBUTION	SIZE OF POUCH	No. of Pouches (a)	Quoted Price (b)	Amount (c= a x b)	Delivery dates (Indicate the no. of days)
ILOILO MOLO	NCR	Small (Up to 500g)	10			
		Large (Above 500g but not to exceed 3kg)	6			
		Parcel (minimum of 10kg)	1			
	Luzon	Small (Up to 500g)	4			
		Large (Above 500g but not to exceed 3kg)	4			
		Parcel (minimum of 10kg)	0			
	Visayas	Small (Up to 500g)	10			
		Large (Above 500g but not to exceed 3kg)	6			
		Parcel (minimum of 10kg)	1			
	Mindanao	Small (Up to 500g)	0			
		Large (Above 500g but not to exceed 3kg)	0			
		Parcel (minimum of 10kg)	0			
ABC = 7,366.67			TOTAL AMOUNT	P		

NOTE: Total quoted amount above ABC shall be disqualified.

ORIGIN/ BRANCH/ UNIT	AREA OF DISTRIBUTION	SIZE OF POUCH	No. of Pouches (a)	Quoted Price (b)	Amount (c= a x b)	Delivery dates (Indicate the no. of days)
ROXAS	NCR	Small (Up to 500g)	35			
		Large (Above 500g but not to exceed 3kg)	15			
		Parcel (minimum of 10kg)	1			
	Luzon	Small (Up to 500g)	5			
		Large (Above 500g but not to exceed 3kg)	5			
		Parcel (minimum of 10kg)	1			
	Visayas	Small (Up to 500g)	35			
		Large (Above 500g but not to exceed 3kg)	15			
		Parcel (minimum of 10kg)	1			
	Mindanao	Small (Up to 500g)	5			
		Large (Above 500g but not to exceed 3kg)	4			
		Parcel (minimum of 10kg)	0			
ABC = 19,200.00			TOTAL AMOUNT	P		

NOTE: Total quoted amount above ABC shall be disqualified.

This is to certify that my Company is updated in the payment of contributions and loans to SSS and after having carefully read and Conformed with the above terms & conditions, and the data/quotation indicated are valid.

Owner/Company Representative
(Signature over Printed Name)

Reminder: Price quotation should be made with extra care taking into account the specification and unit of quantity to avoid errors. The offeror binds himself to this quotation.

**Please indicate below your Business Name,
Address and Telephone Number and Date Received.**

Your Business SSS Number: _____

PhilGEPS Registration No. _____

TIN No. _____

Date Received: _____

(Business Name)

(Address & Telephone No.)

(E-mail Address)

Very Truly Yours,

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