Republic of the Philippines
SOCIAL SECURITY SYSTEM
East Avenue, Diliman Quezon City * Trunkline Number: (+632) 8709 7198
Email: usssaptayo@sss.gov.ph * Website: www.sss.gov.ph

15 August 2025

**Dear Sir/Madam,**

Please furnish us with your quotation on or before **AUGUST 18, 2025 @ 9:30 AM** for the items listed in the attached **Request for Quotation (RFQ).**

Kindly accomplish the **RFQ Form No. 25-08-117_1 Lot, Meals/Snacks for the SSS Anniversary Day** 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.

Respectfully yours,

*O.B.* *By: JOAN P. AREVALO*
**JUNJIE M. LABANGCO**
Department Manager III, PPMD

*PHILGEPS REF. NO.: 12316808*
*DATE PUBLISHED : 08/15/25*
*POSTED BY : AMY*

## REQUEST FOR QUOTATION (RFQ) FORM

| RFQ Number | RFQ Date | ABC | APP NO. |
|---|---|---|---|
| **25-08-117** | **August 15, 2025** | **₱ 469,500.00** | **2025-0556 (3rd Update for the month of August)** |

| **Meals/Snacks for the SSS Anniversary Day** | | | | |
|---|---|---|---|---|
| **Lot No. (a)** | **Qty. (b)** | **P A R T I C U L A R S (c)** | **Bid/Cost Breakdown** | |
| | | | **Unit Cost (d)** | **Total Cost (e) = (b) x (d)** |
| **1** | **Coordination Meeting** | | | |
| | **30 pax (2 meetings)** | **AM Snacks (plated)**<br><br>- Main: Burger/Clubhouse Sandwich (grilled cheese, tuna, cheese pimiento, chicken) OR Pastries (cakes, tarts, croissants, donuts) Pasta with garlic bread (carbonara, spaghetti) OR Noodles with bread or kakanin (mami, lomi) with at least 2-pc chicken pops or chicken fingers and gourmet sandwich<br>- Sides: fruits/chips/nuts<br>- Entrée: Salad (potato/macaroni)<br>- Beverages: Brewed coffee / bottled soda / bottled juice / tea (hot/cold) / water<br><br>Serving Time: 10:00 AM (subject to change)<br><br>**ABC: ₱ 350.00 / Pax / Meeting** | **₱_____/ Pax / Meeting** | **₱_____** |
| | **30 pax (2 meetings)** | **PM Snacks (plated)**<br><br>- Main: Burger/Clubhouse Sandwich (grilled cheese, tuna, cheese pimiento, chicken) OR Pastries (cakes, tarts, croissants, donuts) Pasta with garlic bread (carbonara, spaghetti) OR Noodles with bread or kakanin (mami, lomi) with at least 2-pc chicken pops or chicken fingers and gourmet sandwich<br>- Sides: fruits/chips/nuts<br>- Entrée: Salad (potato/macaroni)<br>- Beverages: Brewed coffee / bottled soda / bottled juice / tea (hot/cold) / water<br><br>Serving Time: 3:00 PM (subject to change)<br><br>**ABC: ₱ 350.00 / Pax / Meeting** | **₱_____/ Pax / Meeting** | **₱_____** |
| | **30 pax (2 meetings)** | **Lunch (plated)**<br><br>- Main: Choice of three (3) viands (beef/pork/chicken/fish/seafoods) with vegetables side dish and soup<br>- Plain Rice<br>- Dessert: Buko pandan/coffee jelly/fruit salad<br>- Beverages: bottled soda / brewed coffee / bottled juice / iced tea / water<br><br>Serving Time: 11:00 AM (subject to change)<br><br>**ABC: ₱ 600.00 / Pax / Meeting** | **₱_____/ Pax / Meeting** | **₱_____** |

| Meals/Snacks for the SSS Anniversary Day | | | | |
|---|---|---|---|---|
| Lot No. (a) | Qty. (b) | PARTICULARS (c) | Bid/Cost Breakdown | |
| | | | Unit Cost (d) | Total Cost (e) = (b) x (d) |
| | **Ocular by Security Personnel on SSS Premises** | | | |
| | **30 pax (2 meetings)** | **AM/PM Snacks (plated)**<br><br>- Main: Burger/Clubhouse Sandwich (grilled cheese, tuna, cheese pimiento, chicken) OR Pastries (cakes, tarts, croissants, donuts) Pasta with garlic bread (carbonara, spaghetti) OR Noodles with bread or kakanin (mami, lomi) with at least 2-pc chicken pops or chicken fingers and gourmet sandwich<br>- Sides: fruits/chips/nuts<br>- Entrée: Salad (potato/macaroni)<br>- Beverages: Brewed coffee / bottled soda / bottled juice / tea (hot/cold) / water<br><br>Serving Time: 10:00 AM and 3:00 PM (subject to change)<br><br>**ABC: ₱ 350.00 / Pax / Meeting** | **₱_____/ Pax / Meeting** | **₱_____** |
| | **Overnight Stay of Security Personnel around SSS Premises** | | | |
| | **10 pax (1 event)** | **Dinner (packed)**<br><br>- Main: Choice of three (3) viands (beef/pork/chicken/fish/seafoods) with vegetables side dish and soup<br>- Plain Rice<br>- Dessert: Buko pandan / coffee jelly / fruit salad<br>- Beverages: Bottled soda / bottled juice / iced tea / water<br><br>Serving Time: 6:00 PM (subject to change)<br><br>**ABC: ₱ 600.00 / Pax / Event** | **₱_____/ Pax / Event** | **₱_____** |
| | **SSS 68th Anniversary early/pre-event set-up for security activities** | | | |
| | **100 pax (1 event)** | **AM Snacks (plated)**<br><br>- Main: Choice of Pasta with garlic bread (e.g. carbonara, spaghetti, aglio olio with either mushroom, bacon, sundried tomatoes) OR French fries, chicken pops or chicken fingers OR gourmet sandwiches<br>- Entrée: Salad (potato/macaroni)<br>- Side: fruits/chips/nuts/ small pastry (tarts, brownies, cookies, etc.)<br>- Beverages: Overflowing brewed coffee/bottled soda/bottled juice/iced tea/water<br><br>Serving Time: 07:00 AM (subject to change)<br><br>**ABC: ₱ 350.00 / Pax / Event** | **₱_____/ Pax / Event** | **₱_____** |

| Meals/Snacks for the SSS Anniversary Day | | | | |
|---|---|---|---|---|
| **Lot No. (a)** | **Qty. (b)** | **P A R T I C U L A R S (c)** | **Bid/Cost Breakdown** | |
| | | | **Unit Cost (d)** | **Total Cost (e) = (b) x (d)** |
| | **SSS 68th Anniversary early/pre-event set-up before the program starts (cocktails)** | | | |
| | **50 pax (1 event)** | **AM Snacks (plated)**<br><br>- Main: Choice of Pasta with garlic bread (e.g. carbonara, spaghetti, aglio olio with either mushroom, bacon, sundried tomatoes) OR French fries, chicken pops or chicken fingers OR gourmet sandwiches<br>- Entrée: Salad (potato/macaroni)<br>- Side: fruits/chips/nuts/ small pastry (tarts, brownies, cookies, etc.)<br>- Beverages: Overflowing brewed coffee/bottled soda/bottled juice/iced tea/water<br><br>Serving Time: 08:00 AM (subject to change)<br><br>**ABC: ₱ 350.00 / Pax / Event** | **₱_____/ Pax / Event** | **₱_____** |
| | **SSS 68th Anniversary Event Proper** | | | |
| | **520 pax (1 event)** | **Lunch**<br>• Plated (VIP area at the ground) – 250 pax<br>• Packed (Audience and Security Personnel at the bleachers) – 270 pax (subject to change)<br><br>- Main: Choice of three (3) viands (beef/pork/chicken/fish/seafoods) with vegetables side dish and soup<br>- Plain Rice<br>- Dessert: Buko pandan / coffee jelly / fruit salad<br>- Beverages: Bottled soda / brewed coffee / bottled juice / iced tea / water<br><br>Serving Time: 11:00 AM (subject to change)<br><br>**ABC: ₱ 600.00 / Pax / Event**<br><br>**Other inclusions:**<br>▪ With banquet set-up:<br>- twenty (20) round tables with ten (10) tiffany chairs per table<br>- with tablecloth (blue), fresh floral centerpiece, and table number stand<br>- with set-up for food and beverage stations<br>- two (2) registration tables with tablecloth/skirting (blue)<br>- banquet set-up at least one (1) day before the event<br>- food servers in proper uniform with nameplate<br>- with stand-by staff or supervisor | **₱_____/ Pax / Event** | **₱_____** |
| | | | **GRAND TOTAL COST** | **₱_____** |

**Total Offered Quotation (Inclusive of VAT) in words:**

_____

_____

<table>
<tr><th colspan="5">Meals/Snacks for the SSS Anniversary Day</th></tr>
<tr><th rowspan="2">Lot No.<br>(a)</th><th rowspan="2">Qty.<br><br>(b)</th><th rowspan="2">P A R T I C U L A R S<br><br>(c)</th><th colspan="2">Bid/Cost Breakdown</th></tr>
<tr><th>Unit Cost<br>(d)</th><th>Total Cost<br>(e) = (b) x (d)</th></tr>
<tr><td colspan="5">Please completely fill-out and submit this form together with:<br>Annex A – Documentary Requirements</td></tr>
<tr><td>Validity of Quotation/Offer</td><td colspan="4">• Three (3) months from deadline of submission of quotation up to approval of award.</td></tr>
<tr><td>Delivery Terms and Place</td><td colspan="4">• Date of event/conduct (Subject to Change)<br>➢ Coordination Meeting – August 26 & 28, 2025<br>➢ Ocular by Security Personnel on SSS Premises - August 26 & 28, 2025<br>➢ Overnight Stay of Security Personnel around SSS Premises – Aug. 31, 2025<br>➢ SSS 68th Anniversary early/pre-event set-up for security activities – September 01, 2025<br>➢ SSS 68th Anniversary early/pre-event set-up before the program starts (cocktails) – September 01, 2025<br>➢ SSS 68th Anniversary Event Proper – September 01, 2025<br>• Actual venue and serving time to be determined by the end-user and coordinated with the winning bidder within three (3) calendar days prior to the actual conduct of the meetings/events.<br>• To be delivered at the SSS Main Office, East Ave., Diliman, Quezon City</td></tr>
<tr><td>Payment Terms</td><td colspan="4">• Government Terms<br>• One-time payment, upon delivery of items/services and submission of billing documents.<br>• Payment shall be directly credited to the Supplier’s bank account.<br>• SSS shall withhold the applicable taxes from the amount payable in accordance with the BIR Regulations.<br>• The quantities may vary at the discretion of SSS, provided that such change does not exceed the total contract amount.</td></tr>
<tr><td>Other Requirements</td><td colspan="4">➢ <u>Packed Meals</u><br>1. Supplier should provide a wide variety of menu/choices.<br>2. Should be packed in paper meal box with disposable utensils and napkins.<br><br>➢ <u>Plated Meals</u><br>1. Kitchen utensils (spoons, forks, knives, plates, napkins) must be provided.<br>2. To be served hot during the event/meeting.<br>3. With trained food servers in proper uniform, well-groomed and with nameplate who will provide service throughout the event.<br><br>➢ <u>General Requirements for All Types of Meals:</u><br>1. The awarded supplier must see to it that the meals to be served are fresh within one (1) hour from delivery. Otherwise, replacement shall be made immediately.<br>2. The location of the supplier should not be more than a 5-km radius from the venue to ensure freshness of meals and easier communication.<br>3. Supplier to submit menu upon request of end-user and subject to approval prior delivery<br>4. No extra delivery charges.<br>5. SSS accepts no liability for the damage of the goods during transit, risk will be deemed to have passed to SSS only upon receipt and final acceptance of goods.<br>6. Awarded supplier must accept any adjustment in the delivery time/date. All dates are subject to change.<br>7. All ingredients must be fresh and sourced from reliable suppliers.<br>8. Meals should be prepared in a hygienic area/facility.<br>9. Schedule of activities and number of participants are subject to change.<br>10. The supplier must provide enough waiters/staff to serve meals efficiently.<br>11. Uniforms for waiters/staff should be clean and professional.<br>12. Washing of utensils such as plates, glasses, spoons, forks, etc. is not allowed within the SSS premises.</td></tr>
</table>

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

## 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. Incompletely filled out Bid Breakdown shall be considered non-responsive and automatically disqualified but specifying a zero (0), dash (-), or the word "free" for the said item would mean that it is being offered for FREE to the SSS.
5. All prices must be rounded off to two decimal places. Any prices presented otherwise will be rounded off to two decimal places and arithmetically corrected during the evaluation process.
6. In case of discrepancy between the submitted quotation and the quotation after arithmetical correction, the supplier shall be informed of such discrepancy for confirmation of the new amount. **If the bidder fails to confirm the arithmetical corrections within three (3) calendar days from receipt of notification, the quotation as calculated shall be considered unconfirmed and result to disqualification of bidder.**
7. In case a prospective supplier/service provider submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered provided that the terms and conditions stated therein is in conformity with the requirements of the RFQ. **In case of discrepancies, the submitted quotation shall be considered ineligible or not compliant.** Submissions not using the RFQ form shall be considered only if they fully address and certify compliance with all the stated requirements, terms, and conditions of this RFQ.
8. Quantity is subject to change but not to exceed the contract amount.
9. Award shall be on a per **"LOT BASIS"** and the date of conduct/start of the project is subject to change.

## INSTRUCTIONS TO SUPPLIERS

1. For clarification of details, please contact **Procurement Planning and Management Department** at **8709-7198 local 3400-3411** or via e-mail **ppmd@sss.gov.ph/ bacsealedquotations@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 Atty. JUNJIE M. LABANGCO - Department Manager III 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 (09297421106)** during opening of bids which is scheduled on:

DATE: **AUGUST 18, 2025** TIME: **10:00 AM – 10:30 AM**

## 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).

## 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 afore-mentioned 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

***Note**: The Supplier must sign over printed name on the CERTIFICATION above. Non-compliance with this instruction is a ground for disqualification of submitted quotation.*

# ANNEX A. DOCUMENTARY REQUIREMENTS

| DOCUMENTARY REQUIREMENTS |
| --- |
| **Instructions:**<br><br>**Submission of documentary requirements together with the sealed quotation, as follows:**<br><br>a. Notarized Omnibus Sworn Statement (using GPPB-prescribed form) with attached 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 (for ABCs above P50,000.00)<br><br>**Suppliers that have previously submitted the following requirements that are still <u>valid</u> may no longer resubmit a copy:**<br><br>b. Mayor's/Business Permit[1]<br>c. PhilGEPS Registration Number (Red Membership) or PhilGEPS Certificate (Platinum Membership)<br><br>**NOTE:** Submitted documents are subject to verification and validation of its authenticity, genuineness, validity, and completeness. Incomplete submission, concealment, falsification, or misrepresentation of any of the documents submitted, or the contents thereof is a ground for disqualification of submitted quotation. |

[1] 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.