



REPUBLIC OF THE PHILIPPINES

SOCIAL SECURITY SYSTEM

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

Tel No: 920-6401 loc 5504 TO 07

Branch: Main Office

Phone: 920-6401

E-mail:

Vendor: TOP CONSULT INC

Address: 2F Golan Plaza, Bldg. 333, Katipuna
Loyola Heights, Quezon City 1108

PO/JO/LO No.: 5000011160

Date: October 22, 2021

Order Type: JO

APP: 2021 APP 7U June #5

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			Hiring of External Appraisal	LOT	1	749,280.00	749,280.00

Total Amount 749,280.00

EFMD, Hiring of One (1) External Appraisal Company for the Appraisal of PPE's used in operations (SOC#2021-0117 dated 09/03/2021)

Mode of Procurement: Small Value Procurement

TIN No.: 245-995-508-000

Classification: Consultancy Services-Consultant's Fee

Funds Available: P 749,280.00

Payment Terms:

-Government Terms

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

-One-time payment shall be made upon acceptance of the final appraisal report for all specified properties, delivery of items/services & submission of billing documents

Delivery Terms: Seventy-Five (75) Calendar Days upon receipt of approved Job Order by the winning supplier

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

Contact Person: Arch. Eleanor Marie S. Parian/EFMD at 9709-7198 local 5541 email: santosev@sss.gov.ph

Approved by DMIII Benjamin M. Dolindo Jr. on 10/14/2021, per recommendation of BAC II Res. No. 2021-II-055-6.5 dated 09/15/2021

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 EFMD, 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:

BENJAMIN M. DOLINDO JR.
Approving Authority

Conforme:

Name of Authorized Representative

Signature

Date

SOCIAL SECURITY SYSTEM
RECEIVED
NOV 03 2021
CONTRACT MGT. DEPARTMENT

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 defect 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 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.
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
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 of 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
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 foregoing 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, 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 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 prior written approval of SSS. Inclusion in any reference list shall also be undertaken only upon prior written approval of SSS.

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 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 that 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" Office Order No. 2018-014 dated 27 February 2018 – Authorized Signatories to Purchase Order (PO) / Job Order (JO) and Disbursement Voucher (DV)
COA Circular No. 79-122 dated 18 December 1979 - Ensuring That Contracts Are Signed Only When Supported by Available Funds
- "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
- "D1" 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:

ABELARDO LARA CARRERA
Name of Authorized Representative

[Signature]
Signature

11/3/18
Date