

CONTRACT
FOR THE SUPPLY AND DELIVERY OF LATERAL STEEL FILING CABINET
TO THE GSIS CENTRAL OFFICE AND BRANCH OFFICES

This Contract is made and executed on this ____ day of _____ at Pasay City, Philippines, by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM**, a social insurance institution created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the **GSIS** Act of 1997, with principal office address at the GSIS Headquarters Building, Financial Center Area, Pasay City, herein represented by its Acting Vice President, General Services Office, **FLORMIN O. CONCEPCION**, hereinafter referred to as the "**GSIS**",

-and-

SOLID BUSINESS MACHINES CENTER, INC., a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at Suite 303, Singson Building Plaza Moraga, Binondo, Manila represented herein by **MR. GARVEY M. RUAZA**, who is duly authorized for this purpose, hereinafter referred to as the "**SUPPLIER**".

RECITALS

WHEREAS,

1. The **GSIS** invited Bids for the supply and delivery of Lateral Steel Filing Cabinet to the **GSIS** Central Office and Branch Offices.
2. The **SOLID BUSINESS MACHINES CENTER, INC.**, submitted the Lowest Calculated Responsive Bid, representing that it has the resources and the capability to meet the requirements as defined under the Official Bid Documents, and the **GSIS** has accepted said Bid.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have agreed and stipulated as follows:

1. The following Official Bid Documents shall be deemed integral parts of this Contract:
 - 1.1 Bid Data Sheet;
 - 1.2 Terms of Reference;
 - 1.3 Scope of Work;
 - 1.4 Plans/Drawings and/or Technical Specifications;
 - 1.5 General Conditions of Contract;
 - 1.6 Special Conditions of Contract;
 - 1.7 Price Schedule submitted by the **SOLID BUSINESS MACHINES CENTER, INC.**;
 - 1.8 Schedule of Requirements;
 - 1.9 Supplemental Bid, if any; and
 - 1.10 Notice of Award.

The Official Bid Documents and this Contract contain all the agreements of the parties and replace and supersede any understanding, communications and representations, whether verbal or written, between the parties.

2. The words, terms and phrases stated in this Contract shall have the same meanings as are respectively assigned to them under the Official Bid Documents.
3. In consideration of the Contract Price to be paid by the **GSIS**, the **SOLID BUSINESS MACHINES CENTER, INC.** hereby covenants with the **GSIS** to provide **Supply and Delivery of Lateral Steel Filing Cabinet** to the **GSIS Central Office and Branch Offices** and to remedy the defects therein in conformity with the Official Bid Documents and this Contract.
4. The **GSIS** shall pay the Contract Price at the time and in a manner prescribed by the Official Bid Documents and this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SOLID BUSINESS MACHINES CENTER, INC.** For this purpose, the **SOLID BUSINESS MACHINES CENTER, INC.** acknowledges that the **GSIS** is not a withholding agent for DST and hereby undertakes and commits itself to make direct payments to the BIR of any DST that may be imposed in the execution and/or performance of this Contract.
5. Any damage to any of the systems, facilities and equipment of the **GSIS** due to the negligence, theft or pilferage, directly or indirectly, caused by the **SOLID BUSINESS MACHINES CENTER, INC.**'s personnel shall be immediately repaired, restored or replaced by the **SOLID BUSINESS MACHINES CENTER, INC.** for its own account. If the **SOLID BUSINESS MACHINES CENTER, INC.** fails to carry out such repair, restoration or replacement within ten (10) days from the request of the **GSIS**, any expenses for such repair, restoration or replacement made by the **GSIS** shall be for the account of the **SOLID BUSINESS MACHINES CENTER, INC.** to be deducted from the Contract Price.
6. During the effectivity of this Contract, the **SOLID BUSINESS MACHINES CENTER, INC.** shall not assign or transfer the covered **Supply and Delivery of Lateral Steel Filing Cabinet to the GSIS Central Office and Branch Offices** without the prior written consent of the **GSIS**. Any act in violation of this provision shall be sufficient ground for the termination of this Contract.
7. The parties are independent entities and no agency, partnership, joint venture, employment or formal business arrangement of any kind is created by this Contract. Neither shall the personnel or employees of the **SOLID BUSINESS MACHINES CENTER, INC.** be deemed employees of the **GSIS**. Hence, the **GSIS** shall not in any way be liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **SOLID BUSINESS MACHINES CENTER, INC.**
8. In the event that the **SOLID BUSINESS MACHINES CENTER, INC.** fails to perform its contractual obligations within the agreed period as specified in this Contract, the **GSIS** deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the Contract per day of delay but not to exceed ten percent (10%) of the total Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the **GSIS** may rescind the Contract, without prejudice to other course of action and remedies available to it under the law and equity. The

damages herein provided are fixed and the **GSIS** shall not be required to adduce proof thereof.

9. Should the **GSIS** be constrained to file a case to obtain relief against the **SOLID BUSINESS MACHINES CENTER, INC.**, the latter shall be liable to pay an amount equivalent to twenty percent (20%) of that amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the **GSIS** is entitled to recover from the **SOLID BUSINESS MACHINES CENTER, INC.**; provided, however, that in an action brought by the **SOLID BUSINESS MACHINES CENTER, INC.** for whatever cause arising under this Contract, should it be adjudged not to be entitled to the relief sought, the **GSIS** as the prevailing party shall be entitled to such reasonable attorney's fees, costs of litigation and other costs it may have incurred by reason of such action.
10. The **SOLID BUSINESS MACHINES CENTER, INC.** shall defend, indemnify and hold harmless the **GSIS**, the members of its Board of Trustees, its officials, agents and employees, against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses arising out of or in connection with the **SOLID BUSINESS MACHINES CENTER, INC.'s** acts or omissions, unless such claims are due solely to the negligence of the **GSIS**. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **SOLID BUSINESS MACHINES CENTER, INC.**.
11. If any term, condition or any part of the provisions of the Official Bid Documents and this Contract is determined to be invalid, void or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
12. Any action arising from arbitration or other modes of dispute settlement under the Official Bid Documents and this Contract shall be brought by the aggrieved party exclusively before the proper court in the City of Pasay.
13. This Contract and the Official Bid Documents shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act, its Revised Implementing Rules and Regulations, and other related laws, rules and regulations.

IN WITNESS WHEREOF, the parties have duly executed this Contract on the date and place first above written.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

By:

FLORMIN O. CONCEPCION
Acting Vice President
General Services Group

**SOLID BUSINESS
MACHINES CENTER, INC.**

By:

GARVEY M. RUAZA
Authorized Representative /
Account Manager

SIGNED IN THE PRESENCE OF:

YVETTE C. ABAYA
Officer-in-Charge
Materials Management Department

FRANKLIN M. LEE
Executive Vice President
Solid Business Machines Center, Inc.

Certified Funds Available
Php 1,606,324.00

Certified Included in the GSIS 2015
Annual Procurement Plan

MANUEL P. ANG
Vice President, FISMOASO

ROMEO G. DE LUNA, JR.
Head, GBAC Secretariat

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) S.S.

BEFORE ME, a Notary Public, for and in the City of Pasay this _____ day of _____, personally appeared:

<u>Name</u>	<u>Identification No.</u>
FLORMIN O. CONCEPCION	GSIS ID No. 3707
GARVEY M. RUAZA	_____

known to me and to me known to be the same persons, **MR. FLORMIN O. CONCEPCION**, in representation of the **GSIS** as a juridical person, and **MR. GARVEY M. RUAZA**, in representation of **SOLID BUSINESS MACHINES CENTER, INC.**, as a juridical person, who executed the foregoing **Contract** consisting of four (4) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledge to me that the same is their free and voluntary act and deed, and of the entities they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and the place stated above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2015.