

**CONTRACT
PROCUREMENT OF KITS, SUPPLIES AND UNIFORMS FOR THE
2020 EXECUTIVE PLANNING CONFERENCE**

This Contract is made and entered into this 13th day of NOV 2019 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 (RA) No. 8291, otherwise known as the GSIS Act of 1997, with principal office address at the GSIS Headquarters Building, Financial Center Area, Pasay City, Philippines, herein represented by its Executive Vice President for Research, Innovation and Strategic Advisory, **TEODORO D. BANAAG**, hereinafter referred to as the "**GSIS**";

and

RULUJAC ENTERPRISE with principal office address at 165 Flamenco St. Panghulo, Obando, Bulacan, herein represented by its General Manager, **GAUDENCIO L. JACINTO**, duly authorized for this purpose, hereinafter referred to as, the "**SUPPLIER**".

RECITALS

WHEREAS:

1. The **GSIS** will conduct its 2020 Executive Planning Conference on 14-16 November 2019 (the Program).
2. The **GSIS** invited quotations for the Procurement of Kits, Supplies and Uniforms (the **Goods**) for the participants of the Program through Negotiated Procurement – Small Value Procurement.
3. The **SUPPLIER** submitted the Lowest Calculated and Responsive Quotation, representing that it has the resources and the capability to meet the requirements as defined under the Technical Specifications, and the **GSIS** has accepted said Quotation.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed to the following terms and conditions:

ARTICLE I CONTRACT DOCUMENTS

- 1.1 This Contract and the Technical Specifications including any stipulation or endorsement or addendum, written herewith shall constitute the entire agreement between the parties.
- 1.2 The submitted documents, purchase requests and requests for quotation form shall be made integral parts of this Contract.

ARTICLE II CONTRACT PRICE

- 2.1 In consideration of the faithful performance and satisfactory accomplishment of all the obligations of the **SUPPLIER** under this Contract, the **GSIS** shall pay the total Contract Price of One Hundred Twenty Nine Thousand Pesos (Php129,000.00) for the supply and delivery of **Goods** for the Program.

RECEIVED BY:

G. JACINTO

ARTICLE III OBLIGATION OF THE PARTIES

- 3.1 The **SUPPLIER** shall deliver the **Goods** and to remedy the defects therein in conformity to the Technical Specifications and this Contract on or before 13 November 2019.
- 3.2 The **GSIS** shall pay the **SUPPLIER** after the performance of the latter's obligation and the submission of the billing statement supported by other documentary requirements.

ARTICLE IV FORCE MAJEURE

- 4.1 The **SUPPLIER** shall not be in default under this contract for any delay in the performance of its obligations caused by force majeure or fortuitous event, provided that the **SUPPLIER** informs the **GSIS** in writing of such delay within three (3) days after the concurrence of the cause of delay. Upon receipt of such notice of delay, the **GSIS** shall promptly ascertain facts and the extent of the delay. The **GSIS'** decision shall be binding upon the **SUPPLIER**.
- 4.2 No extension of time shall be granted to the **SUPPLIER** if the notice of delay is made after the expiration of the three-day period.

ARTICLE V WARRANTY OF MATERIAL AND WORKMANSHIP

- 5.1 The **SUPPLIER** hereby warrants that **Goods** supplied under the Contract are unused and shall have no defect, arising from design, materials or workmanship, or from any act or omission of the **SUPPLIER** that may develop under normal use of the supplied aforementioned materials.

ARTICLE VI TERMS OF PAYMENT

- 6.1 Full payment of the Contract Price shall be settled via SEND BILL ARRANGEMENT through Corporate Check payable to the **SUPPLIER** upon submission of complete and appropriate billing documents to the **GSIS**.
- 6.2 It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any shall be borne by the **SUPPLIER**. For this purpose, the **SUPPLIER** 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. The **SUPPLIER** shall provide the **GSIS** with proof of such payment.

ARTICLE VII VENUE OF ACTION

- 7.1 Any and all actions arising from this Contract, which any party may institute, shall be brought exclusively before the proper court in the City of Pasay.

ARTICLE VIII EFFECTIVITY

- 8.1 This Contract shall take effect upon the signing hereof and shall remain valid until satisfactorily complied within the current year unless otherwise pre-terminated for cause.

IN WITNESS WHEREOF, the parties have duly executed this Contract to be executed by their duly authorized representative as of the day and year first above written.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

SUPPLIER

By:

ORIGINAL SIGNED

ORIGINAL SIGNED

TEODORO D. BANAAG
Acting Executive Vice President
Research, Innovation and Strategic
Advisory

GAUDENCIO L. JACINTO
General Manager
Rulujac Enterprise

SIGNED IN THE PRESENCE OF:

ORIGINAL SIGNED

ORIGINAL SIGNED

MA. CECILIA V. SUMISIM
Acting Officer IV
Strategic Planning and Control
Department

MARYS R. ANGE II
OIC - Officer II
Strategic Planning and Control Department

Certified Funds Available
PhP 200,000.00

Certified Included
GSIS 2019 Annual Procurement Plan

ORIGINAL SIGNED

ORIGINAL SIGNED

MA. CORAZON C. MAGDURULAN
Officer IV
Budget Administration and Support
Services Accounting Department

YVETTE C. ABAYA
Officer IV
Materials Management Department

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasay) S.S.

BEFORE ME, a Notary Public for and in the City of Pasay, this 12 day of NOV 2019, personally appeared:

Name	ID Number
TEODORO D. BANAAG (In representation of the GSIS)	GSIS # <u>OSIA # 19276-A</u>
GAUDENCIO L. JACINTO In representation of Rulujac Enterprise	<u>DRIVER'S LICENSE</u> <u>007-094-110077</u>

known to me and to me known to be the same **TEODORO D. BANAAG**, in representation of the **GSIS**, as a juridical person, and **GAUDENCIO L. JACINTO**, in representation of the **SUPPLIER**, as a juridical person, who executed the foregoing Contract consisting of five (5) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledged 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 this _____ day of _____ 2019 at City of Pasay, Metro Manila, Philippines.

Doc. No. 523
Page No. 16
Book No. 111
Series of 2019.

Notary Seal
Notary Public
City of Pasay

[Handwritten signatures and notes on the right margin]