

**CONTRACT FOR THE PROCUREMENT OF KITS AND UNIFORMS
FOR THE 2019 PARTNERS IN PLANNING CONFERENCE**

25 NOV 2019

This Contract is made and entered into this ____th 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 (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 Flamengco 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 2019 Partners In Planning Conference on 04 December 2019 (the **Program**).
2. The **GSIS** invited quotations for the Procurement of Kits 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 Ninety Six Thousand Pesos (Php96,000.00) for the supply and delivery of **Goods** for the **Program**.

CERTIFIED TRUE COPY

ORIGINAL SIGNED
M.A. CECILIA V. SUMISIM

Page 1 of 4
Contract – 2019 Partners in Planning Conference

ORIGINAL SIGNED

RECEIVED AND COPY OF ORIGINAL CONTRACT - 11/25

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 NOV 28 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 occurrence 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 **Goods**.

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** within fifteen (15) working days after 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.

ARTICLE IX - GOVERNING LAWS

- 9.1 This Contract shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act, its implementing rules and regulations, and other related laws, rules and regulations.

CERTIFIED TRUE COPY

ORIGINAL SIGNED

MA. CECILIA V. SUMISIM

ORIGINAL SIGNED

ORIGINAL SIGNED

ORIGINAL SIGNED

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

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

ORIGINAL SIGNED

GAUDENCIO L. JACINTO
General Manager
Rulujac Enterprise

SIGNED IN THE PRESENCE OF

ORIGINAL SIGNED

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

ORIGINAL SIGNED

MARIO Q. ANG, II
OIC - OFFICER II
Strategic Planning and Control Department

Certified Funds Available
PhP 100,000.00

Certified Included
GSIS 2019 Annual Procurement Plan

ORIGINAL SIGNED

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

ORIGINAL SIGNED

YVETTE C. ABAYA
Officer IV
Materials Management Department

CERTIFIED TRUE COPY
ORIGINAL SIGNED
MA. CECILIA V. SUMISIM

ACKNOWLEDGMENT

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

25 NOV 2019

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

ORIGINAL SIGNED
Name
TEODORO D. BANAAG
(In representation of the GSIS)

ID Number

GSIS #
Senior Citizen 19236-A

GAUDENCIO L. JACINTO
In representation of Rulujac Enterprise

DRIVERS LICENSE NO. COT-94-110077

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 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 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 25 NOV 2019 day of _____ 2019 at City of Pasay, Metro Manila, Philippines.

Doc. No. 508
Page No. 102
Book No. XIV
Series of 2019.

ORIGINAL SIGNED

ATTY. NORMITA C. RECIO-HONORICA
Notary Public
Until December 31, 2020
PTR No. 1707355; 1/3/2019
Commission No. 19-12; 2/08/2019
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. VI-0003931 11/06/17

CERTIFIED TRUE COPY

ORIGINAL SIGNED
MA. CECILIA V. SUMISIM