

B1112

**CONTRACT FOR THE
CY 2020 DRUG SCREENING TEST**

DEC 17 2019

This Contract is made and entered into this _____ day of _____ 2020 at Pasay City, 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, Philippines, herein represented by **VIOLETA CARMEL F. QUINTOS**, Vice President, Human Resources Office, hereinafter referred to as the "**GSIS**",

and

CCREM DRUG TESTING LABORATORY, a company existing under the laws of the Republic of the Philippines, with principal office address at 2F Garpas Tower, 31 V. Luna Rd., Brgy. Pinyahar, Quezon City herein represented by **ELMA C. DE GUZMAN**, hereinafter referred to as the "**SERVICE PROVIDER**".

RECITALS

Whereas:

1. The **GSIS** will conduct beginning January 2020 the CY 2020 Drug Screening Test for GSIS executives and employees (permanent, temporary and co-terminous appointments) of the GSIS Home Office Pasay City and GSIS Quezon City Branch Office, hereinafter referred to employees as '**ASSESSMENT**'.
2. The **ASSESSMENT** requires the provision of drug testing services as specified in the Technical Specifications attached as "Annex A" and made an integral part hereof, hereinafter referred to as the "**SERVICES**".
3. The **SERVICE PROVIDER** has the necessary qualification, experience, abilities, resources, and manpower that can provide the **SERVICES** to meet the requirements of the **ASSESSMENT**.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

- I. **Scope of Services.** The **SERVICE PROVIDER** shall deliver the **SERVICES** by providing ten (10) monthly random drug testing and two (2) semi-annual mandatory drug testing for GSIS executives and employees located at the GSIS Home Office and Quezon City Branch Office as specified under the Technical Specifications and this Contract.
- II. **Undertakings.** The **GSIS** shall:
 - a. Assign a point person who will coordinate with the **SERVICE PROVIDER** on logistical and administrative matters.
 - b. Provide the venues for drug screening tests

c. Settle all obligations incurred by the **GSIS** for the **SERVICES**.

III. **Contract Price.** The **GSIS** shall pay the amount of **Eight Hundred Thousand Eight Hundred Pesos (P800,800.00)** to the **SERVICE PROVIDER** for the **SERVICES** in accordance with the Technical Specifications and this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SERVICE PROVIDER**.

For this purpose, the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** shall furnish the **GSIS** with proof of such payment.

IV. **Non-Transferability.** During the effectivity of this Contract, the **SERVICE PROVIDER** shall not assign or transfer its obligations hereunder 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.

V. **Independent Entities.** 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 **SERVICE PROVIDER** be deemed employees of the **GSIS**. The **SERVICE PROVIDER** agrees that 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 **SERVICE PROVIDER** and undertakes to indemnify and hold the **GSIS** free and harmless from any liability that may be imposed upon the **GSIS** therefor.

VI. **Liquidated Damages.** In the event that the **SERVICE PROVIDER** fails to perform its contractual obligations within the agreed period as specified in this Contract, the **GSIS** shall deduct from the Contract Price, as liquidated damages, a sum equivalent to at least one-tenth of one percent (0.1%) of the cost of unperformed portion of the Contract per day of delay but not to exceed ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the **GSIS** may rescind the Contract, without necessity of judicial intervention or confirmation and without prejudice to other courses 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.

VII. **Other Costs.** Should the **GSIS** be constrained to file a suit to obtain relief against the **SERVICE PROVIDER** 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 **SERVICE PROVIDER**; provided, however, that in an action brought by the **SERVICE PROVIDER** 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.

VIII. **Indemnity.** The **SERVICE PROVIDER** 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 **SERVICE PROVIDER'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 **SERVICE PROVIDER**.

IX. **Separability.** If any term, condition or any part of the provisions of the Terms of Reference 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.

- X. **Breach or Default.** Either party may pre-terminate this Contract when the other party fails to perform its obligations under this Contract, or if the breach is remediable, fails to remedy the breach within three (3) days from written notice without prejudice to other courses of action and remedies available to it under the law and equity.
- XI. **Amendments.** No modifications of or amendment to the terms and conditions of this Contract shall be valid unless set out in writing and signed by the duly authorized representative of each party.
- XII. **Venue of Action.** 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.
- XIII. **Effectivity.** This Contract shall take effect upon the signing hereof and shall remain valid until the satisfactory completion thereof within the current year unless otherwise pre-terminated.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective as of the date first above written.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

CCREM DRUG TESTING LABORATORY

By:

By:

ORIGINAL SIGNED


VIOLETA CARMEL F. QUINTOS

Vice President, Human Resources Office


ELMA CODE GUZMAN

SIGNED IN THE PRESENCE OF:

ORIGINAL SIGNED


CITADEL M. DELA CRUZ

Certified Funds Available
Php 800,800.00

Certified Included
GSIS 2020 Annual Procurement Plan

~~MANUEL P. ANG~~

~~Acting Senior Vice President;~~

~~Controller Group~~

~~and concurrent~~ *Jan 11/19*

~~Vice President, FISMOASO~~

ORIGINAL SIGNED

YVETTE C. ABAYA

~~Acting Officer IV~~

Materials Management Department

Jan 11/19

ORIGINAL SIGNED

MA. CORAZON G. MAGDIKULAN

Controller Officer IV, *ole VP, FISMOASO*

ACKNOWLEDGMENT

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

DEC / 7 2019

BEFORE ME, a Notary Public for and in the City of Pasay, this ____ day of ____ 2020, personally appeared:

<i>Name</i>	<i>ID Number</i>	
VIOLETA CARMEL F. QUINTOS In representation of the GSIS	8004	GSIS ID
ELMA C. DE GUZMAN In representation of CCREM DRUG TESTING LABORATORY	0116-7096977-9	UMID

known to me and to me known to be the same VIOLETA CARMEL F. QUINTOS in representation of the GSIS as a juridical person, and ELMA C. DE GUZMAN in representation of CCREM DRUG TESTING LABORATORY 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 DEC / 7 2019 day of ____ 2020 at City of Pasay, Philippines.

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Book No. W
Series of 2020.

ORIGINAL SIGNED
ATTY. JOVINO R. ANGEL
NOTARY PUBLIC
NOTARIAL COMMISSION 19 - 09
UNTIL DECEMBER 31, 2020
PTR NO. 6297931 ISSUED IN PASAY CITY ON JAN. 3, 2011
IBP NO. 058411 ISSUED IN PASAY CITY ON JAN. 3, 2019
MCLE COMPLIANCE NO. V-0024151 10/25/16
ROLL OF ATTORNEYS NO. 28761