

CONTRACT FOR CATERING SERVICES

This Contract is made and entered into this 22nd day of JAN 2020 at General Santos 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 **VILMA L. FUENTES**, Acting Vice President, Mindanao Office, hereinafter referred to as the "**GSIS**",

- and -

AVIOR HOTEL, a company existing under the laws of the Republic of the Philippines, with principal office address at I. Santiago Boulevard, General Santos City, herein represented by **MARY ABIGAIL M. VILLEGAS**, hereinafter referred to as the "**SERVICE PROVIDER**".

RECITALS

Whereas:

1. The **GSIS** will conduct the Managers' Conference of Mindanao Office on January 23-24, 2020, hereinafter referred to as the "**SEMINAR**".
2. The **SEMINAR** requires the provision of catering 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 catering services to meet the requirements of the **SEMINAR**.

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** as specified under this Contract and the Technical Specifications by providing meals with drinks (breakfast, lunch, and snacks sufficient for a maximum of forty-four (44) participants for the two (2)-day seminar at GSIS General Santos Branch Office, Lido Bldg., Santiago Boulevard, General Santos City.
- II. **Undertakings of the Service Provider.** The following shall be delivered by the **SERVICE PROVIDER**:
 - a. Provide meals with drinks for the whole duration of the seminar.
 - b. Deploy sufficient number of staff or waiters for the set up and serving of meals.
 - c. Provide complete catering equipment, buffet table set up, and dinner wares.

- d. Ensure the safety of all meals and drinks served, and cleanliness of all wares and equipment that will be used.
- e. Ensure the complete and timely delivery of service.

III. **Undertakings of the GSIS.** The following shall be provided by the **GSIS**:

- f. Assign a point person who will coordinate with the **SERVICE PROVIDER** on logistical and administrative matters.
- g. Provide the information on the meal preferences, venue, and set up.
- h. Settle all obligations incurred by the **GSIS** for the **SERVICES**.

IV. **Contract Price.** The **GSIS** shall pay the amount of **Seventy-Nine Thousand and One Hundred Pesos (Php 79,100.00)** to cover the cost for the catering services and meals, logistical needs and other inclusions provided by the **SERVICE PROVIDER** for the **SERVICES** in accordance with the Technical Specifications and the **SERVICE PROVIDER**'s Proposal. 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.

V. **Confirmation of Reservation.** The reservation shall be considered confirmed upon the signing of this Contract and the **SERVICE PROVIDER**'s Proposal.

VI. **Release of Payment.** Full payment of the Contract Price shall be settled via send bill arrangement through corporate check payable to the **SERVICE PROVIDER** within fifteen (15) working days after **GSIS**' receipt of the **SERVICE PROVIDER**'s complete and appropriate billing statement.

VII. **Guaranteed Attendance.** The **GSIS** should confirm the guaranteed attendance of participants which should not be lower than the minimum attendance stated in the Technical Specifications, twenty-four (24) hours before the rendition of the **SERVICES**. Charges will be made based on the minimum guaranteed attendance or the actual attendance, whichever is higher.

VIII. **Buffer Allowance and Overflow.** The **SERVICE PROVIDER** must allow a ten percent (10%) buffer from the minimum guaranteed number of participants stated in the Technical Specifications for reasonable overflow.

IX. **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.

X. **Payment in Case of Cancellation.** The **GSIS** shall have the right to cancel or postpone its reservation, without incurring any cost, prior to the Confirmation of Reservation. In case of cancellation or postponement after the Confirmation of Reservation, the **GSIS** shall pay the **SERVICE PROVIDER** for the reasonable costs it has incurred which in no case shall be more than twenty-five percent (25%) of the Contract Price, unless such cancellation or postponement was due to the acts, omissions or breach of the **SERVICE PROVIDER** or force majeure.

- XI. **Interpretation.** This Contract and the **SERVICE PROVIDER's** Proposal are complementary in nature. In case of inconsistency between this Contract and the Proposal, the terms of this Contract shall prevail.
- 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**

AVIOR HOTEL
Represented by

By:

ORIGINAL SIGNED

VILMA L. FUENTES
Acting Vice President, Mindanao Office

Mary Abigail M. Villegas
MARY ABIGAIL M. VILLEGAS
Avior Hotel Representative

SIGNED IN THE PRESENCE OF:

ORIGINAL SIGNED

Maria Angela B. Perez

Ludell Jynne Antonino

Ludell Jynne Antonino

Certified Funds Available
PhP 79,100.00

Certified Included
GSIS 2020 Annual Procurement Plan
PRN:2020-GSIS-AMP-_____

ORIGINAL SIGNED

LUCINA T. TAN
Controller Staff Officer II
BASSAD, Controller Group

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 22nd JAN 2020 day of January 2020, personally appeared:

<i>Name</i>	<i>ID Number</i>	
ORIGINAL SIGNED		
VILMA L. FUENTES In representation of the GSIS	Employee no. 010946	GSIS ID

known to me and to me known to be the same Vilma L. Fuentes, in representation of the GSIS as a juridical person, who executed the foregoing Contract consisting of four (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 29th JAN 2020 day of January 2020 at City of Pasay, Philippines.

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Series of 2020.

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

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
CITY OF GENERAL SANTOS) S.S.**

BEFORE ME, a Notary Public for and in the City of General Santos, this 22nd day of January 2020, personally appeared:

Name	ID Number	
<i>Mary Abigail M. Villegas</i> MARY ABIGAIL M. VILLEGAS In representation of AVIOR HOTEL	C07-96-135886	Driver's License

known to me and to me known to be the same Mary Abigail M. Villegas, in representation of AVIOR HOTEL as a juridical person, who executed the foregoing Contract consisting of four (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 22nd day of January 2020 at City of General Santos, Philippines.

ORIGINAL SIGNED

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ATTY. ALMA J. GOROSPE-AGAYAN
NOTARY PUBLIC FOR GENERAL SANTOS CITY
UNTILL DECEMBER 31 2021
ROLL ATTORNEY'S NO. 13302
PTR GS NO. 399502, 12/01/19 QSC
IBP TEMP. RECEIPT NO. 1542, 12/01/19 ESC
TIN NO. 931-039-332 : P-R
MCLE COMP. NO. VI-002629 TO EXPIRE ON 04/18/2021