

CONTRACT
FOR THE PUBLICATION OF GSIS ACQUIRED ASSETS FOR DISPOSITION

This Contract is made and executed on this ___ day of _____ 2020 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**, represented herein by **APOLLO M. ESCAREZ**, Vice President, Real Estate Asset Disposition and Management Office (READMO), hereinafter referred to as the "**GSIS**";

- and -

The **PHILIPPINE MANILA STANDARD PUBLISHING INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 6/F Universal re Bldg., 106 Paseo de Roxas, Makati City, represented by **BALDWIN R. FELIPE**, duly authorized and designated representative, hereinafter referred to as the "**SERVICE PROVIDER**".

RECITALS

WHEREAS:

1. The **GSIS** requires the services of a broadsheet newspaper publishing company for the publication of GSIS Acquired Assets for Disposition for year 2020.
2. The **GSIS** entered into a Contract with the **SERVICE PROVIDER** through Negotiated Procurement under Small Value Procurement as the alternative mode of procurement.
3. The **SERVICE PROVIDER** represented itself to be able to meet the requirements as defined under this Contract and the Technical Specifications, attached hereto as Annex "A", and made an integral part hereof.

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

1. **Undertakings of the SERVICE PROVIDER.** The **SERVICE PROVIDER** shall:
 - a. Immediately confirm receipt of request for publication through sending of e-mail to the designated representative of GSIS.
 - b. Prepare newspaper lay-out design of publication subject to approval by Real Property Account Management Department (RPAMD).
 - c. If the date of publication requested by RPAMD is not available, advise RPAMD of the available dates of publication.
 - d. Publish the approved publication.
 - e. Immediately issue the billing invoice for the publication.
2. **Undertakings of the GSIS.** The **GSIS** shall:
 - a. Designate a representative from RPAMD who will coordinate with the **SERVICE PROVIDER** on publication matters.
 - b. Send through e-mail to **SERVICE PROVIDER** the approved List of GSIS Acquired Asset for Disposition and General Guidelines in the disposition thereof.
 - c. Review and approve the newspaper lay-out design of publication.
 - d. Confirm the dates of publication proposed by the **SERVICE PROVIDER**.

Received By: *Baldwin R. Felipe*
11/29/2020

3. **Contract price.** For and in consideration of the full and satisfactory performance of the services by the **SERVICE PROVIDER**, the **GSIS** shall pay the **SERVICE PROVIDER** the amount of **FIVE HUNDRED FORTY NINE THOUSAND FIVE HUNDRED FOUR PESOS (PhP549,504.00)** for one year 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 the Contract. The **SERVICE PROVIDER** shall provide the **GSIS** with proof of such payment.

4. **Manner of Payment.** The monthly publication shall be payable upon receipt of the monthly billing from the **SERVICE PROVIDER**.
5. **No Employer-Employee Relationship.** 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**. 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 **SERVICE PROVIDER**.
6. **Liquidated Damages.** In the event that the **SERVICE PROVIDER** fails to perform its obligations within the agreed period as specified in the Technical Specifications, the **GSIS** shall, without prejudice to its other remedies under this Contract and other applicable laws, 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. The damages herein are fixed and the **GSIS** shall not be required to adduce proof thereof. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the **GSIS** may rescind this Contract, without prejudice to other courses of action and remedies available to **GSIS**.
7. **Other Costs.** If the **GSIS** is constrained to file a suit to obtain relief under this Contract and the Technical Specifications, the **SERVICE PROVIDER** 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; provided, however, that in an action brought by the **SERVICE PROVIDER** or whatever cause arising under this Contract and the Technical Specifications, should it be adjudged not 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.
8. **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**.
9. **Force Majeure.** No party shall be liable to the other for any delay or non-performance of its obligation under this Contract arising from any cause or causes beyond its reasonable

control including, without limitation, any act of God, governmental acts under its police power, war terrorist attack, fire, flood, explosion or other public commotion.

10. **Full Agreement.** This Contract and the Technical Specifications contain all the agreement of the parties and replace and supersede any understanding, communications and representations whether verbal or written between the parties.
11. **Non-Assignment.** During the effectivity of this Contract, the **SERVICE PROVIDER** shall not assign or transfer the covered Services 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.
12. **Interpretation.** The **SERVICE PROVIDER** agrees and obligates itself to unconditionally abide by the decision of the **GSIS** on the interpretation or construction of any term, condition or stipulation contained in this Contract.
13. **Separability.** If any term, condition or any part of the provisions of this Contract and the Technical Specifications 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.
14. **Venue of Action.** Any action arising from arbitration or other modes of disputes settlement under this Contract and the Technical Specifications shall be brought by the aggrieved party exclusively before the proper court in the City of Pasay.
15. **Governing Laws.** This Contract and the Technical Specifications 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:

ORIGINAL SIGNED
APOLLO M. ESCAREZ
Vice President, READMO

PHILIPPINE MANILA STANDARD
PUBLISHING INC.

By:


BALDWIN R. FELIPE

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the City of PASAY this 28 JAN 2020 day of 20, personally appeared:

Name	Competent Evidence Identity	Date /Place Issued
APOLLO M. ESCAREZ	GSIS EMP. # 8970	PASAY CITY
BALDWIN R. FELIPE	COMP. ID # 414-102015	MARATI CITY

known to me and to me known to be the same persons, APOLLO M. ESCAREZ, in representation of the GSIS, and BALDWIN R. FELIPE, in representation of the PHILIPPINE MANILA STANDARD PUBLISHING, INC., who executed the foregoing Contract consisting of four (4) pages including the page on which the 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.

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Series of 2020

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