

CONTRACT

Catering Service Provider for CY 2020 Stress Management Program

This Contract is made and executed on this ___ day of 11 FEB 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 **ATTY. VIOLETA CARMEL F. QUINTOS**, Vice President, Human Resources Office, hereinafter referred to as the “**GSIS**”;

-and-

KMG87 FOOD SERVICE, a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at 2nd Floor, GSIS Headquarters Building, Financial Center Area, Pasay City, represented herein by Miss Ma. Cecilia A. Quebic, duly authorized for this purpose, hereinafter referred to as the “**SERVICE PROVIDER**”.

RECITALS

WHEREAS:

1. The **GSIS** invited Bids for the Catering Service Provider/Provider for Meals for CY 2020 Stress Management Program.
2. The **SERVICE PROVIDER** submitted the Lowest Calculated Responsive Bid, representing that it has the resources and the capability to meet the requirements as defined under the Official Bid Documents, and the **GSIS** has accepted said Bid.

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

1. The following Official Bid Documents shall be deemed integral parts of this Contract:
 - 1.1 Technical Specifications;
 - 1.2 Price Quotation;
 - 1.3 Menu Proposal;
 - 1.4 Schedule of Requirements; and
 - 1.5 Notice of Award.

The Official Bid Documents and this Contract contain all the agreements of the parties and replace and supersede any understanding, communications and representations, whether verbal or written, between the parties.

2. The words, terms and phrases stated in this Contract shall have the same meanings as are respectively assigned to them under the Official Bid Documents.
3. In consideration of the One Hundred Sixty Five Thousand Pesos (Php 165,000.00) Contract Price to be paid by the **GSIS**, the **SERVICE PROVIDER** hereby covenants with the **GSIS** to provide the Goods and to remedy the defects therein in conformity with the Official Bid Documents and this Contract.

4. The **GSIS** shall pay the Contract Price at the time and in the manner prescribed by the Official Bid Documents and this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SERVICE PROVIDER**. The **SERVICE PROVIDER** shall provide the **GSIS** with proof of such payment. 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.
5. Any damage to the systems, facilities and equipment of the **GSIS** due to the negligence, theft or pilferage, directly or indirectly, caused by the **SERVICE PROVIDER**'s personnel shall be immediately repaired, restored or replaced by the **SERVICE PROVIDER** for its own account. If the **SERVICE PROVIDER** fails to carry out such repair, restoration or replacement within ten (10) days from the request of the **GSIS**, any expenses for such repair, restoration or replacement made by the **GSIS** shall be for the account of the **SERVICE PROVIDER** to be deducted from the Contract Price.
6. During the effectivity of this Contract, the **SERVICE PROVIDER** shall not assign or transfer its contractual obligations 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.
7. 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**.
8. The Service Provider shall not disclose any proprietary or confidential information relating to services or any information or data pertaining to **GSIS**' business or operations without prior written consent of the **GSIS**.
9. The parties shall comply with all the requirements of R.A. No. 10173 otherwise known as the Data Privacy Act of 2012 and its Implementing Rules and Regulations.
10. 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 the 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 prejudice to other course 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.
11. 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.

12. 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**.
13. If any term, condition or any part of the provisions of the Official Bid Documents 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.
14. Any action arising from arbitration or other modes of dispute settlement under the Official Bid Documents and this Contract shall be brought by the aggrieved party exclusively before the proper court in the City of Pasay.
15. This Contract and the Official Bid Documents 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

VIOLETA CARMEL F. QUINTOS
Vice President, Human Resources Office

KMG87 FOOD SERVICE

By:

C. Quebic

MA. CECILIA A. QUEBIC
Authorized Representative

SIGNED IN THE PRESENCE OF:

ORIGINAL SIGNED

ENGELBERT ANTHONY D. UNITE
*Officer IV, Human Resources Management
Department*

ORIGINAL SIGNED

SUSANO M. BAINO JR.
*Vice President, Kapisanan ng Manggagawa
ng GSIS*

CERTIFIED FUNDS AVAILABLE:
Php 165,000.00

**Certified Included in the GSIS Annual
Procurement Plan for CY 2020**

Fund Center 1501102002/5102271000

ORIGINAL SIGNED

WINFRED V. MANLULU
*Staff Officer III, Budget Administration and
Support Services Accounting Dept*

ORIGINAL SIGNED

YVETTE C. ABAYA
*Officer IV, Materials and Management
Department*

ACKNOWLEDGMENT

Republic of the Philippines) s.s.
City of Pasay)

FEB 11 2020

BEFORE ME, a Notary Public for and in the City of Pasay, Philippines, on the ___ day of _____, personally appeared:

<u>Name</u>	<u>Valid ID</u>	<u>Date/Place of Issue</u>
VIOLETA CARMEL F. QUINTOS	Emp. No. 8004	
MA. CECILIA A. QUEBIC	Emp. No. 11860	

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Contract for the Catering Service Provider/Provider for Meals for CY 2020 Stress Management Program, consisting of four (4) pages including the last page where the Acknowledgement is written, signed by the parties and their witnesses on each and every page thereof, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at place and date above-mentioned.

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Notary/Public
ORIGINAL SIGNED
ATTY. GIOVANNAE LYN M. QUICOY-MARIN
GSIS, FINANCIAL CENTER, PASAY CITY
NOTARY PUBLIC UNTIL DECEMBER 31, 2021
COMMISSION NO. 2019-2018/2020; PASAY CITY
IBP LIFETIME NO. 710621; 2/28/2007
PTR NO. 7035869, PASAY CITY
ROLL OF ATTORNEYS NO. 505001