

Contract Agreement Form

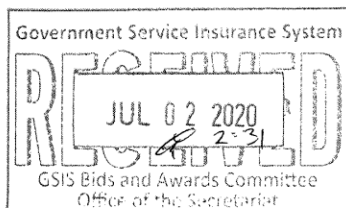
External Appraisal of GSIS Big and Medium Ticket Accounts (BTAs/MTAs)

THIS AGREEMENT made the ____ day of March 2020 between **GOVERNMENT SERVICE INSURANCE SYSTEM** of the Philippines (hereinafter called "the Entity") of the one part and **CAL-FIL APPRAISAL AND MANAGEMENT, INC.** of the Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *External Appraisal of GSIS Big and Medium Ticket Accounts (BTAs/MTAs) - Lot 2* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Four Hundred Fifty Nine Thousand Two Hundred Pesos (Php 459,200.00)* (hereinafter called "the Contract Price"), inclusive of VAT amounting to _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) Invitation to Bid;
 - (g) Instructions to Bidders;
 - (h) Bid Data Sheet;
 - (i) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (j) the Performance Security; and
 - (h) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. 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 Entity 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.
6. 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.



7. 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

GOVERNMENT SERVICE
INSURANCE SYSTEM

CAL-FIL APPRAISAL AND
MANAGEMENT, INC.

By:

By:

(Original Signed)
APOLLO M. ESCAREZ
Vice President
Real Estate Assets and Disposition Management Office

(Original Signed)
ENGR. DANILLO B. ENGO
President
Cal-Fil Appraisal and Management, Inc.

SIGNED IN THE PRESENCE OF:

(Original Signed)
FLORANTE O. LUMBABO
Officer IV
Property Administration Department

(Original Signed)
FERNANDO MARIANO Q. PECAYO
Technical Staff
Cal-Fil Appraisal Management, Inc.

SUBSCRIBED AND SWORN to before me this ___ day of March 2020 at _____, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his PRC ID, with his photograph and signature appearing thereon, with no. 0000643 and his Community Tax Certificate No. 14446081 issued on January 9, 2020 at Pasig City.

Witness my hand and seal this ___ day of March 2020.

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[Signature]
Notary Public for Pasig City
Commission Expires December 31, 2021
Notary No. 010; 02/00/20; Pasig City
PRC ID No. 015444
Notary No. 103/00/027; 01/31/2020; Pasig City
Notary No. 65622
PRC ID No. 001515 issued on 11/11/2019

CERTIFIED FUNDS AVAILABLE:
Php 459,200.00
Fund Center 1201103002
GLCODE - 5058100000
(Appraisal Fee)

Certified Included in the GSIS Annual
Procurement Plan for CY 2020

(Original Signed)
NINOROMAINÉ C. VITUG
Officer I, BASSAD

(Original Signed)
PATRICK O. GONZALES
Acting Head Secretariat, GBAC
2020 - GSIS - PR - OBS