

**CONTRACT FOR THE
PROCUREMENT OF HYGIENE KIT FOR THE WOMEN
AFFECTED BY THE TAAL VOLCANO ERUPTION**

This Contract is made and entered into this _____th day of 11 MAY _____ 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 (RA) 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 the Gender and Development (GAD) Executive Committee Chairperson, **RACQUEL DE GUZMAN-BUENSALIDA**, hereinafter referred to as the "**GSIS**";

- and -

VICCU TRADING with principal office address at L2 B10 Vista Riva Townhomes, Fruto Santos ST., Zapote Road, Las Piñas City, herein represented by its President, **LAILANI S. ESTELLA**, duly authorized for this purpose, hereinafter referred to as, the "**SUPPLIER**".

RECITALS

WHEREAS:

1. The GSIS GAD Committee seeks to provide assistance in the form of hygiene kit to the women affected by the Taal Volcano eruption on 12 January 2020.
2. The **GSIS** invited quotations for the Procurement of Hygiene/Women's Kit (the **GOODS**) through Small Value Procurement, as an alternative mode of procurement.
3. The **SUPPLIER** submitted the Most Responsive Quotation, representing that it has the resources, manpower and capability to meet the requirements as defined under the Technical Specifications, and the **GSIS** has accepted said Quotation.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed to the following terms and conditions:

ARTICLE I - CONTRACT OF DOCUMENTS

- 1.1 This Contract and the Technical Specifications including any stipulation, endorsement or addendum, written herewith shall constitute the entire agreement between the parties and replace and supersede any understanding, communications and representations, whether verbal or written, between the parties.
- 1.2 The submitted documents, purchase requests and requests for quotation form shall be made integral parts of the Contract.

ARTICLE II - CONTRACT PRICE

- 2.1 In consideration of the faithful performance and satisfactory accomplishment of all the obligations of the **SUPPLIER** under this Contract and the Technical Specification, the **GSIS** shall pay the total Contract Price of One Hundred Ninety-Nine Thousand Nine Hundred Fifty One and 36/100 Pesos (PhP199,951.36).

- 2.2 Full payment of the Contract Price shall be settled via SEND BILL ARRANGEMENT through Corporate Check payable to the **SUPPLIER** within fifteen (15) working days after **GSIS**' acceptance of the **SUPPLIER**'s complete and appropriate billing documents.
- 2.3 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 **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 **SUPPLIER** shall provide the **GSIS** with proof of such payment.

ARTICLE III - OBLIGATION OF THE PARTIES

- 3.1 The **SUPPLIER** shall deliver the **GOODS** and remedy the defects, if any, in conformity to the Technical Specifications and the Contract on or before 13 March 2020.
- 3.2 The **GSIS** shall pay the **SUPPLIER** after the performance of the latter's obligation and the submission of the billing statement supported by other documentary requirements.

ARTICLE IV - FORCE MAJEURE

- 4.1 The **SUPPLIER** shall not be in default under this Contract for any delay in the performance of its obligations caused by force majeure or fortuitous event, without any contributory fault on its part, provided that the **SUPPLIER** informs the **GSIS** in writing of such delay within three (3) days after the occurrence. Upon receipt of such notice of delay, the **GSIS** shall promptly ascertain facts and the extent of the delay. The **GSIS**' decision shall be binding upon the **SUPPLIER**.
- 4.2 No extension of time shall be granted to the **SUPPLIER** if the notice of delay is made after the expiration of the three-day period.

ARTICLE V - WARRANTY OF MATERIAL AND WORKMANSHIP

- 5.1 The **SUPPLIER** hereby warrants that the **GOODS** supplied under the contract are unopened, unused and shall have no defect, arising from the packaging, design, materials or workmanship, or from any act or omission of the **SUPPLIER**.

ARTICLE VI - LIQUIDATED DAMAGES AND OTHER COSTS

- 6.1 In the event that the **SUPPLIER** 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 liquidated damages reached 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.
- 6.2 Should the **GSIS** be constrained to file a suit to obtain relief against the **SUPPLIER** that latter shall be liable to pay an amount equivalent to twenty percent (20%) of that amount 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 **SUPPLIER**; provided, however, that in an action brought by the **SUPPLIER** 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

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such reasonable attorney's fees, costs of litigation and other costs it may have incurred by reason of such action.

ARTICLE VII – VENUE OF ACTION

7.1 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.

ARTICLE VIII – EFFECTIVITY

7.1 This Contract shall take effect upon the signing hereof and shall remain valid until satisfactorily complied within the current year unless otherwise pre-terminated for cause.

ARTICLE IX – GOVERNING LAWS

9.1 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 implementing Rules and Regulations, and other related laws, rules and regulations.

IN WITNESS WHEREOF, the parties have duly executed this Contract to be executed by their duly authorized representative as of the day and year first above written.

GOVERNMENT SERVICE INSURANCE SYSTEM

By:

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RACQUEL DE GUZMAN-BUENSALIDA
Chairperson
Gender and Development
Executive Committee

VICCU TRADING

By:


LAILANI S. ESTELLA
President
VICCU Trading

SIGNED IN THE PRESENCE OF:

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MA. CECILIA V. SUMISIM
Acting Officer IV
Strategic Planning and Control Department

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MA. LIAN KAMYL P. SANTOS
Budget Officer
Gender and Development Committee

Certified Funds Available
PhP 199,951.36

Certified Included
GSIS 2020 Annual Procurement Plan

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WINFRED V. MANLULU
Staff Officer III
Budget Administration and Support
Services Accounting Department

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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 11 MAR 2020 day of _____ 2020, personally appeared:

<i>Name</i>	<i>ID Number</i>
RACQUEL DE GUZMAN-BUENSALIDA In representation of the GSIS	GSIS ID No. 8984

LAILANI S. ESTELLA
In representation of VICCU Trading

known to me and to me known to be the same **RACQUEL DE GUZMAN-BUENSALIDA**, in representation of the **GSIS** as a juridical person, and **LAILANI S. ESTELLA**, in representation of the **SUPPLIER**, as a juridical person, who executed the foregoing Contract consisting of four (4) pages including the page on which this Acknowledgment is written, signed by the aforementioned 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 _____ day of _____ 2020 at City of Pasay, Metro Manila, Philippines.

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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

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Y. Guzman

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