SODEXO BENEFITS AND REWARDS QUOTATION

CS200247

sodexo
QUALITY OF LIFE SERVICES

1. COMPANY INFORMATION

COMPANY NAME	CITEM	INDUSTRY:	Government	QUOTATION NO.:	305282
TIN:	001240440000	MOBILE NO.:		ORDER NO.:	
BILL TO:	Golden Shell Pavilion Roxas Blvd. cor Sen. Gil Puyat Ave. Pasay City Metro Manila Philippines	SHIP TO:	Roxas Blvd. cor Sen. Gil Puyat Ave. Pasay City Metro Manila Philippines	CLIENT P.O. NO.:	
CONTACT PERSON:	Lolit Abella	TEL NO.:	8331276	DATE:	
DESIGNATION:	Cashier	E-MAIL:	lolit_abella@yahoo.com		
DEPARTMENT:	Admin				

FAX BACK TO: (02) 689-4748
(02) 689-4747

2. PRODUCT INFORMATION

PRODUCT NAME	QUANTITY	LIST PRICE	TOTAL AMOUNT
Premium Pass 500	1,464.00	PHP 500.00	PHP 732,000.00
		TOTAL:	PHP 732,000.00

3. PAYMENT MODE

SERVICE FEE: 0.00 %	0.00
TOTAL FEES:	0.00
SPECIAL OFFER ON ENVELOPE	
SPECIAL OFFER ON DELIVERY	
VAT DUE ON TOTAL FEES:	0.00
EWT (%):	
TOTAL FEES DUE (VAT):	0.00

CHECK   BANK TRANSFER   DIRECT DEPOSIT

PLEASE MAKE DEPOSITS TO/NAME CHECK TO: Sodexo Benefits and Rewards Services Philippines, Inc.

Banco De Oro Paseo Tower Branch - Acct. No. 000460216384

CITIBANK - Acct. No. 0756271008

BPI (Bank of the Philippine Islands) - Current Acct. No. 8221-0000-73

TOTAL AMOUNT DUE	PHP 732,000.00

IMPORTANT

Name: PAULINA SUACO-JUAN

Designation: EXECUTIVE DIRECTOR

Department:

*For initial orders, check payment needs to be cleared and& credited to Sodexo's account first before we release the Pass.

*All check payments must be as good as cash upon date of delivery or pick up.

*Client signifies acceptance of the Terms and Conditions attached herewith upon signing this document.

CONFORME: This document serves as a Purchase Order when signed or when accompanied by an e-mail approval/ confirmation

PAULINA SUACO JUAN
Signature over Printed Name / Date

* For complete list of accepting merchants, visit: merchants.sodexo.ph

* Any change including Cancellation & Replacement from the original quotation is subject to corresponding fee and charges

* Orders NOT paid or Picked-Up within 2 weeks from date of confirmation is subject to cancellation fees & charges. Issued Pass revalidation is December _____.

* 5.00 Cancellation fees (per voucher)

* Please allow 3 days lead time for production of vouchers

DELIVERY / PICK-UP DATE: 12/14/2020

ACCOUNT MANAGER: Shyrica Zaldua

THIS DOCUMENT IS NOT VALID FOR CLAIM OF INPUT TAX
THIS DOCUMENT SHALL BE VALID FOR FIVE YEARS FRON DATE OF PERMIT TO USE
PTU Number: 2003-0116_PTU_CAS_000827
Date Issued: June 01, 2020
Series Ranges From: 300001 to 999999

TERMS AND CONDITIONS GOVERNING THE ORDER PROCESS
AND USAGE OF SODEXO GIFT CERTIFICATES

A. PASS Order Processing and Delivery

1. Sodexo shall process a Purchase Order/Quotation within the following time frames, provided that said Purchase Order/Quotation has been (1) duly accomplished and (2) signed by the Client or accompanied by a valid e-mail approval/confirmation:

(a) For Regular Orders, deliveries/availability for pick up will be made within three (3) Working Days from Sodexo's receipt of the relevant Purchase Order/Quotation.

(b) For special orders (significant volumes, with personalization, with segregation, special denominations etc.), the lead time will be coordinated with Sodexo's Customer Service team for alignment on the practicable delivery/pick up date.

2. Sodexo shall evaluate each Purchase Order/Quotation and may at its discretion accept or reject the same.

3. The ordered PASS shall be delivered to the location specified by the Client in the Purchase Order/Quotation in accordance with the standard delivery schedule and procedure of Sodexo. All deliveries must be received by the designated client representative.

4. Sodexo reserves the right to determine or adjust the mode of delivery as the circumstances may warrant. Without limiting the foregoing, Sodexo may suspend or reschedule any delivery to ensure the safety and security of the delivery personnel and/or the PASS to be delivered.

5. The Client shall inspect deliveries of the PASS upon receipt thereof. Delivery packages which are improperly sealed must not be accepted and should be reported to Sodexo Customer Service not later than one (1) Working Day from the date of incident. In case the items delivered do not conform to the specifications of the Client as indicated in the Purchase Order/Quotation, the Client should report the same to Sodexo Customer Service not later than one (1) Working Day from receipt of said items. Failure to report the foregoing within the given period shall be deemed unconditional acceptance of the items delivered and shall relieve Sodexo of any liability in respect thereof.

B. PASS Price, Tax and Payment

1. The price for the ordered PASS and other related charges shall be as stated in the Purchase Order/Quotation and shall be based on Sodexo's offered rates to the Client.

2. Taxes applicable to the transactions contemplated in the Purchase Order/Quotation shall be for the account of the Client.

3. The Client shall pay the amount due on any Purchase Order/Quotation to Sodexo in accordance with such terms stated in the Purchase Order/Quotation or as otherwise agreed upon with Sodexo.

C. PASS Usage

1. The PASS may be used in (a) establishments or merchants where the official Sodexo sticker is affixed; (b) establishments and merchants shown in the Sodexo Web Site; and (c) establishments or merchants as indicated in the hand-outs or directory provided by Sodexo to the Client, subject to Item C(3).

2. Subject to Item C(1), the PASS shall be transferrable and may be used with other modes of payment.

3. Sodexo-accredited or affiliated establishments or merchants are required to perform security and authenticity verification of the PASS. Said establishments or merchants may also reject a PASS if the same is mutilated, defaced or damaged in any manner that prevents the establishment or merchant from verifying the security and authenticity features thereof. In case any such establishment or merchant rejects a PASS due to inauthenticity or other defect, the Client may bring this matter to Sodexo within three (3) Working Days from rejection by the establishment or merchant for further verification. The determination of Sodexo on the acceptability or authenticity of a PASS shall be final and conclusive.

4. The user of the PASS shall comply with the terms and conditions set forth herein.

5. The PASS shall be used by the client as a reward, incentive, and/or part of its loyalty program for its employees and/or clients.

D. PASS Handling

1. Without limiting Item C(3) and D(2)(b) below, stapling, taping and punching holes on the PASS should be avoided; otherwise, the PASS may be rejected by a Sodexo-accredited or affiliated establishment or merchant.

2. Sodexo shall not be liable to replace, and/or be held liable from merchant non acceptance, of any PASS that is:

(a) Lost due to no fault Sodexo; and

(b) Mutilated, damaged or defaced due to no fault of Sodexo, and such damage prevents the relevant establishment or merchant from verifying the security and authenticity features thereof.

3. Sodexo-accredited or affiliated establishments or merchants are required to perform security and authenticity verification of the PASS. Said establishments or merchants may also reject a PASS if the same is mutilated, defaced or damaged in any manner that prevents the establishment or merchant from verifying the security and authenticity features thereof. In case any such establishment or merchant rejects a PASS due to inauthenticity or other defect, the Client may bring this matter to Sodexo within three (3) Working Days from rejection by the establishment or merchant for further verification. The determination of Sodexo on the acceptability or authenticity of a PASS shall be final and conclusive.

E. Confidentiality

1. The Parties undertake to observe the strictest business secrecy with respect to all information communicated by the other Party that has come to their knowledge on the occasion of the performance of the services delivered by Sodexo.

2. In the case of services performed in the area of Internet, however, Sodexo may on no account be held liable for the actions of end users of the Internet services (data recovery, copying, etc).

3. Documents or information transmitted by the Client, as well as files drawn up by Sodexo on the basis of those documents and information, shall be covered by business secrecy.

4. However, shall not be considered confidential, information, documents or tools which:
• were in the public domain at the time of their disclosure or have fallen in the public domain without there having been any breach of the present provisions;
• are the result of knowledge belonging to either one of the parties without there having been any breach of the present obligation of confidentiality;
• have been obtained in a lawful manner by either one of the parties from third parties without there being any obligation of confidentiality.

5. The obligation of confidentiality resulting from the present article shall remain in effect for two (2) years after the execution of the services has come to an end, for whatever reason.

F. Force Majeure

1. Cases of force majeure or accidental circumstances, whether of a general nature (war, strikes inside or outside of Sodexo, social unrest, terrorist attacks, public disasters, fires) or more specifically such circumstances as to prevent the discharge of the contractual obligations (interruption of telecommunications, cessation or suspension by an operator of its services for whatever reason, or any other circumstances beyond the Parties' express control), shall suspend the obligations of the party concerned after the latter has given notice by registered letter with recorded delivery, without compensation being due by either Party.

2. In all cases, execution of the services shall resume as soon as the causes of suspension of the obligations have ceased to exist.

3. Where cases of force majeure or accidental circumstances persist for longer than two (2) months, or if it emerges in the course of those two (2) months that no remedy is possible, execution of the services shall cease definitively, without any compensation being due by either Party.

4. In all cases, the Client shall remain under an obligation to pay for the work that has been done.

G. Governing Law and Jurisdiction

1. These Terms and Conditions (including, without limitation, the Purchase Order/Quotation, PASS and any offer or transaction in connection with the foregoing) shall be governed by and construed in accordance with the laws of the Philippines, without regard to its conflict of laws rules and principles.

2. In the event of any Dispute, the relevant parties agree to exert reasonable commercial efforts to amicably resolve or reconcile the Dispute within thirty (30) calendar days from the date that the other party received a written notice from the other party of such Dispute. If the parties fail to resolve the Dispute within said period, a party shall have recourse to the proper court of Makati City, to the exclusion of all other courts of equal and competent jurisdiction.

H. LIMITATION OF LIABILITY

1. SODEXO SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO THE CLIENT OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR IMPAIRMENT OF REPUTATION) EVEN IF SODEXO (OR ANY SODEXO RELATED PARTY) HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

2. The Client shall hold SODEXO (including the SODEXO Related Parties) free and harmless from any claim, demand, suit, cause of action or liability in respect of any fault or negligence of a Sodexo-accredited or affiliated establishment or merchant in relation to any transaction where a PASS was used, accepted or rejected.

I. Miscellaneous

These Terms and Conditions and the provisions of the relevant Purchase Order/Quotation shall govern the transactions in relation to the PASS and those contemplated herein. In case of any irreconcilable conflict between these Terms and Conditions and the provisions of the Purchase Order/Quotation, these Terms and Conditions shall govern.

The affixed signature on the Order form shall constitute acknowledgement of the Terms and Conditions herein.

Signed in the presence of the following:

FLORENCE PEARL M. BUENSALIDO
Chief, HRM Division

MALERNA C. BUYAO
Chief, Controllership Division

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay, on this **DEC 2 2 2020** _____ day _____ of personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
SHYRICAL ZALDUA	_____	_____

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 as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of THREE (3) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and date first-written above.

MA. CLEOFE L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31 2021
COMMISSION NO. 20-04
POLL NO. 27802
R NO. PC 7017532-PASAY CIT Y-1/6/2u
PP NO. AR30761562-Q.0.1/6/2021
M LE COMPL. NO. VI-0012231
ISSUED ON SEPTEMBER 13, 2018
DDRESS-STALL #1, UNIT 54 ARNA
AVENUE, PASAY CITY, M.M.

Doc. No. 372
Page No. 74
Book No. 3
Series of 2020

CAF Number: ___2012168___

CERTIFICATE of AVAILABILITY of FUNDS

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of Seven Hundred Thirty Two Thousand Pesos (Php732,000.00) as payment to SODEXO BENEFITS AND REWARDS SERVICES PHILIPPINES, INC. for the Christmas Package for CITEM Employees.

This certification is being issued for whatever legal purpose it may serve.

MALERNA C. BUYAO
Chief, Controllership Division

BUR NO. ___AOE-20120812___
Date : ___12/15/2020___
Contract No. ___CS-200247___