

CONTRACT

This Contract is made and entered into this ___th day of July 2015 at Pasay City 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, Philippines**, herein represented by its Senior Vice President, Corporate Services Group, **ATTY. RACQUEL DE GUZMAN-BUENSALIDA**, hereinafter, the "**GSIS**",

- and -

Mount Malarayat Golf & Country Club with principal office address at Barangay Dagatan, Lipa City, Batangas, Philippines, herein represented by its Account Executive, **MARIE JOY S. DALISAY**, hereinafter, the "**SERVICE PROVIDER**".

RECITALS

Whereas:

1. The **GSIS** will hold its 2016 Executive Planning Conference for the presentation of the CY 2016 Operational and Developmental Plans of each Functional Group and enumeration of Operational Issues on 30 July to 1 August 2015, hereinafter, the "**PROGRAM**".
2. The **SERVICE PROVIDER** has the facilities/venue that can accommodate and meet the requirements of the **PROGRAM**.

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

- I. **Undertakings of the SERVICE PROVIDER.** The general undertakings of the **SERVICE PROVIDER** shall be as follows:
 - a. Assign a counterpart who will coordinate with **GSIS** on administrative matters;
 - b. Ensure proper room accommodations and meals for all participants as stated in the Terms of Reference (TOR) (Annex A);
 - c. Provide conference venue and materials as stated in the TOR; and
 - d. Provide resource support needed by the participants.
- II. **Undertakings of the GSIS.** The general undertakings of the **GSIS** shall be as follows:
 - a. Assign a point person who will coordinate with the **SERVICE PROVIDER** on administrative matters;

- b. Provide the information of the participants, details on the room assignments and meal preferences;
 - c. Provide transportation services to participants and other logistical requirements not stated in the TOR; and
 - d. Settle all obligations incurred by the **GSIS** for this **PROGRAM**.
- III. **Contract Price.** The **GSIS** shall pay the amount of **Six Hundred Thirty Five Thousand and Six Hundred Pesos (Php635,600.00)** to cover the cost for the accommodation, meals, venue, logistical needs and other inclusions provided by the **SERVICE PROVIDER** for the **PROGRAM** in accordance with the TOR and the **SERVICE PROVIDER's** proposal. All applicable taxes, including documentary stamp taxes (DST), if any, shall be borne by the **SERVICE PROVIDER**.
- IV. **Confirmation of Reservation.** The reservation shall be considered confirmed upon signing of this Contract and the **SERVICE PROVIDER's** proposal.
- V. **Release of Payment.** Full payment of the Contract Price shall be settled via SEND BILL ARRANGEMENT through company check payable to the **SERVICE PROVIDER** or bank-to-bank payment within fifteen (15) working days after receipt of the **SERVICE PROVIDER's** billing statement.
- VI. **Guaranteed Attendance.** The **GSIS** should confirm the guaranteed attendance of participants which should not be lower than the minimum attendance stated in the TOR, 24 hours before the **PROGRAM**. Charges will be made based on the minimum guaranteed attendance or the actual attendance, whichever is higher.
- VII. **Buffer Allowance and Overflow.** The **SERVICE PROVIDER** must allow a 10% buffer from the minimum guaranteed number of guests stated in the TOR for reasonable overflow.
- VIII. **Breach or Default.** Either party may pre-terminate this Contract when the other party fails to perform its obligations under this Contract and if the breach is remediable, fails to remedy such breach within three (3) days from written notice without prejudice to any right to exercise remedies under the law or equity.
- IX. **Payment in Case of Cancellation.** **GSIS** shall have the right to cancel or postpone its reservation, without incurring any cost, prior to the Confirmation of Reservation. In case of cancellation or postponement after the Confirmation of Reservation, the **GSIS** shall pay the **SERVICE PROVIDER** for the reasonable costs it has incurred which in no case shall be more than 25% of the Contract Price, unless such cancellation or postponement was due to the acts, omissions or breach of the **SERVICE PROVIDER** or force majeure.
- X. **Interpretation.** This Contract and the **SERVICE PROVIDER's** proposal are complementary in nature. In case of inconsistency between this Contract and the Proposal, the terms of this Contract shall prevail.
- XI. **Venue of Action.** 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.

XII. **Effectivity.** 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.

IN WITNESS WHEREOF, the parties have duly executed this Contract to become effective as of the date first above written.

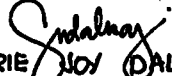
**GOVERNMENT SERVICE
INSURANCE SYSTEM**

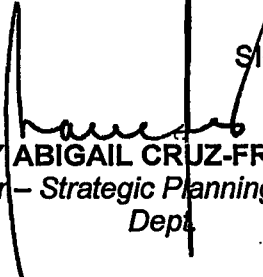
SERVICE PROVIDER

By:



**ATTY. RACQUEL
DE GUZMAN-BUENSALIDA**
Senior Vice President
Corporate Services Group

By:


MARIE JOY DALLAY
Account Executive
Position

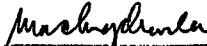
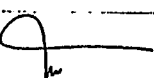

MARY ABIGAIL CRUZ-FRANCISCO
*Manager - Strategic Planning and Control
Dept.*


SIGNED IN THE PRESENCE OF:


FERDINAND A. BEATO
Sales + marketing OIC
Position

Certified Funds Available
PhP 900,000.00

Certified Included
GSIS 2015 Annual Procurement Plan

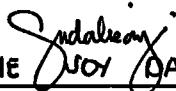

MARIA CORAZON G. MAGDURULAN
Officer IV
BASSAD

MW


ROMEO G. DE LUNA, JR.
OIC
GBAC Secretariat

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasay) S.S.

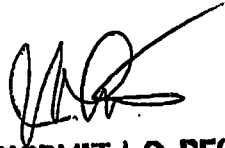
BEFORE ME, a Notary Public for and in the City of Pasay, this 03 AUG 2015 day of _____ 2015, personally appeared:

Name	Valid ID	Date/Place of Issue
ATTY. RACQUEL DE-GUZMAN-BUENSALIDA In representation of the GSIS	<u>046 ID # 2924</u>	_____
 MARIE JOY DAUSAY In representation of Mount Malarayat Golf & Country Club	<u>MSD 14-026</u> <u>Mount Malarayat Golf and Country Club</u>	_____

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 _____, in representation of the **SERVICE PROVIDER** 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 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 03 AUG 2015 day of _____ 2015 at City of Pasay, Metro Manila, Philippines.

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Book No. VII
Series of 2015.


ATTY. NORMITA C. RECIO-HONORICA
NOTARY PUBLIC
UNTIL DEC. 31 2016
PTR NO. 3825789 1/5/15
ROLL NO. 41263
NOTARIAL COMMISSION 15-081/29/15