

CONTRACT

This Contract is made and entered into this 24th day of January 2017 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 Presidents, **ATTY. NORA M. SALUDARES, ATTY. DIONISIO C. EBDANE JR. and MS. SALVACION P. MATE**, hereinafter, the "**GSIS**",

- and -

The **HERITAGE HOTEL MANILA/GRAND PLAZA HOTEL CORPORATION** with principal office address at Roxas Boulevard corner EDSA, Pasay City herein represented by its Director of Sales and Marketing, **MS. GIGI GAW**, hereinafter, the "**SERVICE PROVIDER**".

RECITALS

WHEREAS:

1. The GSIS will hold the **LEASE OF VENUE INCLUDING FOOD AND ACCOMMODATION FOR THE OPERATIONS GROUP NATIONWIDE MANAGERS CONFERENCE** to be held on January 25 to 27, 2017, hereinafter referred to as the "**ACTIVITY**".
2. The **SERVICE PROVIDER** has the facilities/venue that can accommodate and meet the requirements of the **ACTIVITY**.

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

- I. **Scope of Service.** The **SERVICE PROVIDER** shall perform the services specified under this Contract and the Terms of Reference (TOR) attached as "**Annex A**" and made an integral part hereof;
- II. **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, facilities and meals for all participants as stated in the TOR "**Annex A**";
 - c. Provide conference venue and materials as stated in the TOR; and
 - d. Provide resource support needed by the participants.

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 AMI KRISTINE L. ANTONY

- III. **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 meals;
 - c. Settle all the obligations incurred by the **GSIS** for this **ACTIVITY**.

- IV. **Contract Price.** The **GSIS** shall pay the amount of **FIVE HUNDRED FIFTY FIVE THOUSAND PESOS (Php555,000.00)** to cover the cost for the accommodation, meals, venue, logistical needs and other inclusions provided by the **SERVICE PROVIDER** for the **ACTIVITY** in accordance with the TOR and the **SERVICE PROVIDER**'s Proposal. All applicable taxes, including documentary stamp tax (DST), if any, should be borne by the **SERVICE PROVIDER**.

- V. **Confirmation of Reservation.** The reservation shall be considered confirmed upon the signing of this Contract and the **SERVICE PROVIDER**'s Proposal.

- VI. **Release of Payment.** Full payment of the Contract Price shall be made through corporate checks payable to the **SERVICE PROVIDER** within fifteen (15) working days after **GSIS**' receipt of the **SERVICE PROVIDER**'s complete and appropriate billing documents.

- VII. **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 the breach within three (3) days from written notice, without prejudice to any right to exercise remedies under the law or equity.

- VIII. **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.

- IX. **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.

- X. **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.

- XI. **Effectivity.** This Contract shall take effect upon the signing hereof and shall remain valid until the satisfactory completion of this Contract within the current year unless otherwise pre-terminated for cause.

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 AMI KRISTINE D. ANTONY

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

**FOR THE GOVERNMENT SERVICE
INSURANCE SYSTEM:**



ATTY. DIONISIO C. EBDANE JR.
SVP - VisMin Operations



MS. GIGI GAW
Director for Sales and Marketing

ATTY. NORA MALUBAY-SALUDAES
SVP - NCR Operations

MS. SALVACION P. MATE
OIC - OSVP - Luzon Operations

SIGNED IN THE PRESENCE OF:

SONIA C. HORGADO

JANE REYES

Certified Funds Available:
Php555,000.00

**Certified Included in the
GSIS 2017 Annual Procurement Plan**

MS. MARIA CORAZON G. MAGDURULAN
Manager
Budget Adm. & Support Svcs Acctg. Dept.

ROMEO G. DELUNA
Head, GBAC Secretariat

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AMI KRISTINE L. ANTONY

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, a Notary Public for and in the _____
this _____ day of _____ 2017, personally appeared:

30 JAN 2017

Name	Govt issued ID	Date/Place of Issue
ATTY. NORA M. SALUDARES In representation of the NCR Group - GSIS	UMID CRN No 006-0000-0429-1	Pasay City
ATTY. DIONISIO C. EBDANE JR. In representation of the Vismin Group - GSIS	GSIS Employee ID 7339	Pasay City
MS. SALVACION P. MATE In representation of the Luzon Group - GSIS	GSIS Employee ID 011971	Pasay City
MS. GIGI GAW In representation of the SERVICE PROVIDER		

[Handwritten signature]

known to me and to me known to be the same **ATTY. NORA MALUBAY-SALUDARES**, **ATTY. DIONISIO C. EBDANE JR.** and **MS. SALVACION P. MATE** in representation of the GSIS as a juridical person, and **MS. GIGI GAW**, 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 vulnerary act and deed, and of the entities they represent.

WITNESS my hand and notarial seal this 30 JAN 2017 day of _____ 2017 at the _____, Philippines.

[Handwritten signature of Notary Public]

ATTY. NORMITA C. RECIO-HONORICA
NOTARY PUBLIC FOR PASAY CITY
UNTIL DECEMBER 31, 2018
PTR. NO. 0286347 1/3/17
COMMISSION NO. 17-0 1/19/2017
ROLL NO. 41263 NO. IBP LIFETIME MEMBER 06093
MCLE COMPLIANCE NO. V-0008087 02/04/2015

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Series of 2017

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