

# CONTRACT

This Contract is made and entered into this 21st day of February 2017 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 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 – NCR Operations Group, **ATTY. NORA M. SALUDARES**, hereinafter, the "**GSIS**",

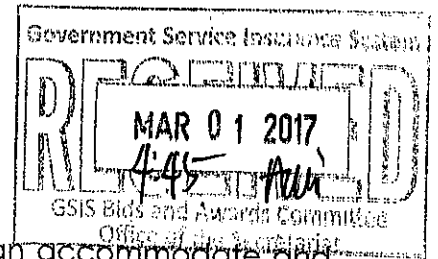
- and -

The **ARMED FORCES OF THE PHILIPPINES COMMISSIONED OFFICERS CLUB (AFP COC)**, with principal office address at Camp Emilio Aguinaldo, herein represented by its Finance Manager, **LCDR NILO P. SIDDAYAO, PN**, hereinafter, the "**SERVICE PROVIDER**",

## RECITALS

### WHEREAS:

1. 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 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 on administrative matters;
  - b. Provide conference venue and materials as stated in the TOR; and
  - c. 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 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**.

*[Handwritten signatures of the representatives of the GSIS and the SERVICE PROVIDER]*

- III. **Contract Price.** The **GSIS** shall pay the amount of **FOUR HUNDRED FIFTEEN THOUSAND PESOS (Php415,000.00)** 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**.
- IV. **Confirmation of Reservation.** The reservation shall be considered confirmed upon the signing of this Contract and the **SERVICE PROVIDER's** Proposal.
- V. **Release of Payment.** Full payment of the Contract Price shall be made through corporate checks payable to the **SERVICE PROVIDER** within thirty (30) working days after **GSIS'** receipt of the **SERVICE PROVIDER's** complete and appropriate billing documents.
- VI. **Guaranteed Number.** The **GSIS** shall confirm the guaranteed attendance twenty four (24) hours before the event. Charges will be made based on the minimum guaranteed attendance or the actual attendance, whichever is higher.
- 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.

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. NORA MALUBAY-SALUDARES**  
SVP - NCR Operations

**FOR THE ARMED FORCES OF THE  
PHILIPPINES COMMISSIONED  
OFFICERS CLUB**

**LCDR NILO P SIDDAYAO PN**  
Finance Manager

SIGNED IN THE PRESENCE OF:

**SONIA C. HOLGADO**

**REANE V. MALANA**

**Certified Funds Available:**  
Php415,000.00

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

**NINOROMAINÉ VITUG**  
Officer 1, BASSAD

**ROMEO G. DE LUNA I**  
Head, GBAC Secretariat

**ACKNOWLEDGMENT**

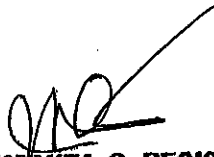
REPUBLIC OF THE PHILIPPINES )  
 ) S.S.

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

Name	Govt issued ID	Date/Place of Issue
<b>ATTY. NORA M. SALUDARES</b> In representation of the NCR Group - GSIS	UMID CRN No 006-0000-0429-1	Pasay City
<b>LCDR NILO P SIDDAYAO PN</b> In representation of the AFP COC	<i>AFP ID # 117-0-798</i>	

known to me and to me known to be the same **ATTY. NORA MALUBAY-SALUDARES**, in representation of the **GSIS** as a juridical person, and **LCDR NILO P SIDDAYAO PN**, 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 **01 MAR 2017** day of \_\_\_\_\_ 2017 at the \_\_\_\_\_, Philippines.



**ATTY. NORMITA C. RECIO-HONORICA**

**NOTARY PUBLIC FOR PASAY CITY**

**UNTIL DECEMBER 31, 2018**

**PTR. NO. 0886347 1/3/17**

**COMMISSION NO. 17-0 1/10/2017**

**ROLL NO. 41263 NO. IDP LIFETIME MEMBER 96093**

**MCLE COMPLIANCE NO. V-0008067 02/04/2015**

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