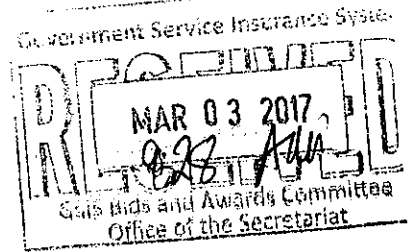


C O N T R A C T
(FOR CONSULTANCY SERVICES)



This Contract is made and executed 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 Officer-in-Charge, Office of the President and General Manager, **NORA MALUBAY-SALUDARES**, hereinafter referred to as the "**GSIS**";

-and-

MA. SOCORRO ANTONIETTE G. MARQUEZ, Filipino, of legal age, married, and a resident of Alpha Grand View Condominium, 1716 M. H. Del Pilar Street, Malate, Manila, hereinafter referred to as the "**CONSULTANT**".

RECITALS

WHEREAS,

1. The **GSIS** Policies and Guidelines on the Hiring of Consultants, approved under Board Resolution No. 94 on May 05, 2004, allows the hiring of consultants if the expertise required is not available within the unit where they will be assigned.
2. Board Resolution No. 135 adopted by the **GSIS** Board of Trustees on October 28, 2010 provides that *"the appointment/placement of personnel under each Trustee shall be made according to the needs of the Trustee concerned. The Trustee has the discretion to hire his/her needed staff including consultant/s as long as it will not exceed the total authorized budget of his/her office, conform to the specific positions in the budget and not exceed limits for consultants as established by law"*.
3. The **GSIS** needs the services of a consultant in the Office of Trustee Alan R. Luga (the "Trustee"), to provide inputs and suggestions relative to Board and Committee matters.
4. The **CONSULTANT**, a Certified Public Accountant and Lawyer, is an alumna of the University of San Carlos, Cebu City, where she earned her Bachelor of Science in Commerce major in Accounting, *Cum Laude*, and Bachelor of Laws. She served as Court Attorney in the Office of the late Chief Justice Marcelo B. Fernan, Supreme Court of the Philippines from 1988 to 1991 and served at the Philippine National Bank (PNB) in various capacities as Bank Attorney (1991 to

ms. socorro marquez

1994); Senior Assistant Vice President (SAVP), Trust and Legal Administrative Division (1194-2007); SAVP and Head, Administrative and Corporate Support Services (2006-2015); Corporate Secretary, PNB Holdings Corporation (2007 to 14 October 2016); Corporate Secretary, PNB Securities, Inc. (2007 to 14 October 2016); and SAVP, Documentation Division, Legal Group (04 January 2016 to 15 October 2016).

5. The **GSIS** Officer-in-Charge, Office of the President and General Manager and concurrently Head of the Procuring Entity (HOPE) approved GSIS Bids and Awards Committee (GBAC) Resolution No. 2017-14 dated 30 January 2017 awarding the Contract to the **CONSULTANT** who represented that she has the resources and the capability to meet the requirements as defined under this Contract.
6. The Officer-in-Charge, Office of the President and General Manager approved the hiring of the **CONSULTANT** for a period of 5 months or from FEB 01 2017 to JUN 30 2017.

NOW, THEREFORE, for and in consideration of the foregoing premises and in the interest of the service, the **GSIS** hereby engages the services of the **CONSULTANT**, and the latter accepts, subject to the following terms and conditions:

1. **TERM OF THE CONTRACT.** This Contract shall be for a period of 5 months or from FEB 01 2017 to JUN 30 2017, unless sooner terminated by the **GSIS** on any ground; provided, however, that the **GSIS** shall serve a prior written notice to the **CONSULTANT** when pre-terminating this Contract.
2. **COMPENSATION.** For this engagement, the **CONSULTANT** shall receive a monthly compensation of **FIFTY THOUSAND PESOS (P50,000.00)**, Philippine currency, payable on the 15th and 30th day of every month. It is understood that all applicable taxes shall be borne by the **CONSULTANT**.
3. **DUTIES.** The **CONSULTANT** shall perform the following services:
 - a. Provide inputs and suggestions relative to Board and Committee matters
 - b. Provides assistance to the Trustee on technical and theoretical knowledge relative to the operation of the System;
 - c. Review the minutes of Board and Committee meetings;
 - d. Review and propose enhancements to draft position papers on House Bills involving GSIS;

- e. Submit a monthly accomplishment report of the services rendered; and
 - f. Perform such other technical duties and functions as may be required by the Trustee relevant to her field of expertise as a Certified Public Accountant.
4. **UNDERTAKING.** The **CONSULTANT** agrees to perform her duties and responsibilities to the best of her abilities and skills with utmost care at all times, and with the highest interest of **GSIS** in mind.
 5. **NO GRANT OF CIVIL SERVICE STATUS.** Under this Contract, it is understood that the **CONSULTANT** is not a government employee and would not enjoy the rights and privileges of a member of the civil service.
 6. **NO PRESUMPTION.** In interpreting and applying the terms and conditions of this Contract, no presumption shall be made against the party that drafted the same.
 7. **FURTHER ASSURANCES.** The **CONSULTANT** shall execute and deliver such documents, papers, materials and other further assurances as the **GSIS** may require as necessary or appropriate to effect the purpose of this Contract or confirm the rights created or arising hereunder.
 8. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** No employer-employee relationship exists between the **GSIS** and the **CONSULTANT** as a result of the engagement of her professional services.
 9. **NON-DISCLOSURE.** The **CONSULTANT** shall not use or disclose to any person, firm or corporation any confidential information concerning the affairs of the **GSIS** which she may have acquired in the course of or as an incident to this Contract.
 10. **NON-ADVERSE WITNESS.** In no case shall the **CONSULTANT** assist any party in any action, suit or proceeding against the **GSIS**, members of its Board of Trustees, or any of its officials, agents, and employees sued or prosecuted in connection with the performance of their official duties and functions concerning the subject matter of this Contract.
 11. **LIQUIDATED DAMAGES.** In the event that the **CONSULTANT** fails to perform what is incumbent upon her within the agreed period as specified in this Contract, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the

amount of the contract, the GSIS may rescind the contract, without prejudice to other courses of action and remedies open to it.

12. **APPLICABLE LAW.** This Contract shall be subject to the provisions of pertinent rules and regulations on Consultancy Service contracts.
13. **VENUE OF ACTION.** Any and all actions arising from this Contract, which any party may institute, shall be filed exclusively before the proper court in the City of Pasay.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the City of Pasay, Philippines, this ____ day of _____, ____.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

By:

NORA MALUBAY-SALUDARES
Officer-in-Charge
Office of the President and General Manager

MA. SOCORRO A. G. MARQUEZ
Consultant

SIGNED IN THE PRESENCE OF:

Certified Funds Available:
₱ 250,000.00

Certified included in the GSIS Annual
Procurement Plan for CY 2017

MA. CORAZÓN G. MAGDURULAN
Officer IV, BASSAD

ROMEO G. DE LUNA, JR.
Officer-in-Charge, GBAC Secretariat

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the City of Pasay, Philippines, on this _____ day of _____, _____, personally appeared the following: **02 MAR 2017**

NAME	Valid IDs	Date/Place of Issue
NORA MALUBAY-SALUDARES		
GSIS ID #6158		
TIN 000119342370		
In representation of the		
GOVERNMENT SERVICE INSURANCE SYSTEM		

MA. SOCORRO ANTONIETTE G. MARQUEZ IBP #35114

known to me to be the same persons, **NORA MALUBAY-SALUDARES**, in representation of the GSIS as a juridical person, and **MA. SOCORRO ANTONIETTE G. MARQUEZ**, who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed and of the entity being represented. This instrument refers to a Contract of Consultancy Services consisting of five (5) pages including this page where this Acknowledgment is written, signed by the parties and their instrumental witnesses, on each and every page hereof.

WITNESS MY HAND AND SEAL, on the date and at the place above written.

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ATTY. NORMITA G. REJO, HONORICA
NOTARY PUBLIC FOR PASAY CITY
UNTIL DECEMBER 31, 2018
PTR. NO. 0266347 1/3/17
COMMISSION NO. 17-0 1/19/2017
ROLL NO. 41263 NO. IBP LIFETIME MEMBER 06093
MCLE COMPLIANCE NO. V-0006067 02/04/2015

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Series of 2017.