

CONTRACT

This Contract is made and entered into this 11th day of May 2017 at _____ 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 Senior Vice President – Luzon Operations Group, **MS. SALVACION P. MATE**, hereinafter, the "GSIS",

- and -

The **HERITAGE HOTEL MANILA**, with principal office address at Roxas Boulevard corner EDSA, Pasay City, herein represented by its Assistant Director for Catering, **DAISY C. CAMINOS**, hereinafter, the "SERVICE PROVIDER."

RECITALS

WHEREAS:

1. The GSIS' Operations Group will conduct the GSIS NATIONWIDE MEMBERSHIP SUMMIT on May 5 to 6, 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:


- Free*
I. **Scope of Services.** 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.
 - Ops*
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;
 - c. Provide conference venue and materials as stated in the TOR; and
 - d. Provide resource support needed by the participants.
- Initial*

- 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 **SIX HUNDRED TWENTY TWO THOUSAND SVEN HUNDRED PESOS (Php622,700.00)** 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 a corporate check 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.** The 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:

FOR THE HERITAGE HOTEL MANILA:



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



MS. DAISY C. CAMINOS
Assistant Director for Catering

SIGNED IN THE PRESENCE OF:

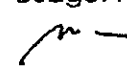

~~_____
MS. LEAH MELISSA D. DE LEON~~




MS. MYLA PINKY TAPIA

Certified Funds Available:
Php622,700.00

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

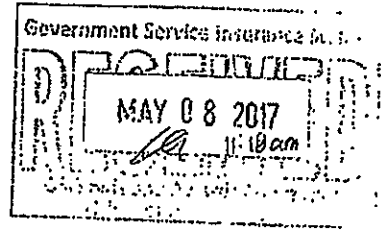

MARIA CORAZÓN G. MAGDURULAN
Manager
Budget Adm & Support Services


ROMEO G. DE LUNA
Head
GBAC Secretariat
2017-GSIS-AMP-284 (NCR)
2017-GSIS-AMP-283 (Luzon)

GL Account : 5102290100 (Non-Cert Training)

FC : 1800100002(NCR)/Php400,000.00
17001010002(Luzon)/Php250,000.00

ACKNOWLEDGMENT



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

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

05 MAY 2017
Name

Govt issued ID

Date/Place
of Issue

MS. SALVACION P. MATE
In representation of the GSIS

MS. DAISY C. CAMINOS
In representation of Heritage Hotel Manila

UMID CRN No.
0111-1765329-7
(SSS issued)

Quezon City

known to me and to me known to be the same MS. SALVACION P. MATE, in representation of the GSIS as a juridical person, and MS. DAISY C. CAMINOS, 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 05 MAY 2017 2017 at the _____, Philippines.

Jesus

Sp

Mate

Doc. No. 79
Page No. 0
Book No. M
Series of 2017

[Signature]
NOTARY PUBLIC FOR PASAY CITY
UNTIL DECEMBER 31, 2018
PTR. NO. 0886347 1/3/17
COMMISSION NO. 17-1 1/18/2017
IBP NO. 41263 NO. IBP LIFETIME MEMBER 00000
IBP NO. V-0008087 02/04/2015