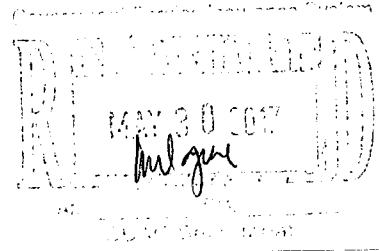


CONTRACT
(FOR CONSULTANCY SERVICES)



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

-and-

SAMANTHA PILAR S. MAGAHUM, Filipino, of legal age, single, and a resident of Unit Mezzanine Phoenix Heights Condominium, Capt. Henry Javier corner Danny Floro Streets, Pasig City, 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 Jonathan A. Dela Cruz (the "Trustee"), to provide in-depth research into current and future trends, legislation and regulations impacting various matters raised to the Board.
4. The **CONSULTANT**, a Licensed Teacher, obtained her Bachelor of Science in Early Childhood Education, at the De La Salle University, Taft Avenue, City of Manila. She is a Freelance Academic Tutor since July 2016 to the present. Furthermore, she served as Junior, Senior Head Teacher (June 2012-March 2015) and Freelance Shadow Teacher (October 2015-March 2016) at The Learning Connection Preschool, San Juan City; Kindergarten and

PASAY CITY

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ATTY. GIOVANNAE LYN M. QUICOY-MARIM

MAY 30 2017

Handwritten signatures and initials on the left margin, including a vertical signature and several large scribbles.

Nursery Teacher (May 2010-March 2012), Creative Children Learning Center, Quezon City; Kindergarten and Nursery 2 Class Adviser (August 2009-March 2010), See and Learn Development Center, Pasig City; and Pre-Nursery Class Adviser (May 2008-March 2009), Oxford School for Children, Pasig City.

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. 2017-080 dated 02 May 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 **GSIS'** Officer-in-Charge, Office of the President and General Manager, approved the hiring of the **CONSULTANT** for a **period of six (6) months** or from **01 May 2017 to 31 October 2017**.

Attenance

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 six (6) months, or from **01 May 2017 to 31 October 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 **TWENTY THOUSAND PESOS (₱ 20,000.00)**, 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 provide in-depth researches regarding current and future trends, legislation and regulations on various matters relative to the issues and concerns raised to the Board of Trustees. She shall submit a monthly accomplishment report of the services rendered which shall be the basis for the payment of her consultancy services.
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.

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PASAY CITY

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MAY 30 2017
ATTY. GIOVANNAE LYN M. QUICOY-MARIN

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.

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ATTY. GIOVANNAE LYN M. QUICOY-MAKIN

MAY 3 0 2017

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

SAMANTHA PILAR S. MAGAHUM
Consultant

SIGNED IN THE PRESENCE OF: *mn*



Certified Funds Available:
₱ 120,000.00



Certified included in the GSIS Annual
Procurement Plan for CY 2017

Ma. Corazon G. Magdur
MA. CORAZON G. MAGDUR
Officer IV, BASSAD

Romeo G. De Luna, Jr.
ROMEO G. DE LUNA, JR.
Officer-in-Charge, GBAC Secretariat
2017-GSIS-AMP-076

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Giovanna Lyn M. Quicoy-Marin
ATTY. GIOVANNAE LYN M. QUICOY-MARIN

MAY 3 11 2017

PASAY CITY

ACKNOWLEDGMENT

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

PASAY CITY MAY 3 0 2017

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

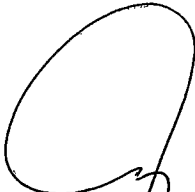
NAME	Valid IDs	Date/Place of Issue
NORA MALUBAY-SALUDARES GSIS ID #6158 TIN 000119342370 In representation of the GOVERNMENT SERVICE INSURANCE SYSTEM		

SAMANTHA PILAR S. MAGAHUM PRC License #0990575

known to me to be the same persons, **NORA MALUBAY-SALUDARES**, in representation of the GSIS as a juridical person, and **SAMANTHA PILAR S. MAGAHUM**, 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 for 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.

PASAY CITY MAY 3 0 2017

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


Notary Public

ATTY. GIOVANNAE LYN M. QUICOY-MARIN
GSIS, Financial Center, Pasay City
NOTARY PUBLIC until December 31, 2017
Commission No. 16-04; 1/15/16; Pasay City
I.B.P. Lifetime No. 06482; O.R. No. 710621; 2-28-07
P.T.E. No. PC 5340482; 1/31/17; Pasay City
Roll of Attorneys No. 50500

Doc. No. 316
Page No. 05
Book No. 210
Series of 2017.

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PASAY CITY

ATTY. GIOVANNAE LYN M. QUICOY-MARIN

MAY 3 0 2017