



**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-

**PELAGIO T. RICARDE**, Filipino, of legal age, married, and a resident of 134 Libra Street, Cinco Hermanos Subdivision, Marikina 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 inputs and advice on matters relative to investments and loan programs of the **GSIS**.
4. The **CONSULTANT** obtained his Bachelor of Arts in Economics (Cum Laude) from the Ateneo de Manila University, Bachelor of Laws (Cum Laude and Class Valedictorian) from the University of the Philippines, and Master of Laws from Harvard Law School. He served both the public and private sectors in various capacities, including as: Governor representing the private sector, Board of Investments; General Counsel, Corporate Secretary and Corporate Information

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Officer, Equitable PCIBank and its affiliates/subsidiaries; Corporate Secretary, Alcorn Petroleum & Minerals Corporation; Corporate Secretary and Director, Binangonan Land Corporation; Corporate Secretary and Director, Interport Development Corporation; General Counsel, Corporate Secretary and Director, Interport Resources Corporation; Professional Lecturer, College of Law, University of the Philippines; Corporate Secretary, Westmont Bank; Director, Golden Era Holdings Corp.; Director and Corporate Secretary, Ganda Energy and Holdings Corp.; Director, Pryce Properties, Inc.; External Counsel, Manila Stock Exchange; Corporate Secretary, Oriental Land Corporation; Corporate Secretary, Oriental Mahogany and Woodwards, Inc.; Corporate Secretary and Vice President, Oriental Petroleum and Minerals Corporation; Officer-in-Charge, Brokers and Exchanges Department, Securities and Exchange Commission; Legal Adviser to the Philippines Panel, United States-Philippines Military Bases Agreement of 1983; Legal Attaché, Embassy of the Philippines, Washington D.C., USA; Legal Counsel and Judicial Administrator, Securities and Exchange Commission; Revenue Hearing Officer, Bureau of Internal Revenue; Member, University of the Philippines Law Center Project on the Revision of the Securities Act; Assistant Attorney, Siguion Reyna, Montecillo and Ongsiako Law Offices; Graduate Research Assistant, University of the Philippines Law Center; and Staff, Treasury Department, Ford Philippines. The **CONSULTANT** is also currently the Single Practitioner in the Ricalde Law Office.

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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. **2017-130** dated **30 June 2017** awarding the Contract to the **CONSULTANT** who represented that he 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 three (3) months, or from **01 July 2017** to **30 September 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 three (3) months, or from **01 July 2017** to **30 September 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 15<sup>th</sup> and 30<sup>th</sup> 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. Analyze economic statuses of business organizations;
  - b. Propose plans to improve and change the existing investments and loans program of the **GSIS**;
  - c. Submit a monthly accomplishment report of the services rendered; and
  - d. Perform such other technical duties and functions as may be required by the Trustee relevant to his field of expertise.
4. **UNDERTAKING.** The **CONSULTANT** agrees to perform his duties and responsibilities to the best of his 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 his 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 he 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 him 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

**PELAGIO T. RICALDE**  
Consultant

*SIGNED IN THE PRESENCE OF:*

\_\_\_\_\_

Certified Funds Available:  
₱ 150,000.00

Certified included in the GSIS Annual  
Procurement Plan for CY 2017

**MA. CORAZON G. MAGDURULAN**  
Officer IV, BASSAD  
RM

**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 20 JUL 2017, \_\_\_\_\_, personally appeared the following:

*M.S.K.*

NAME	Valid IDs	Date/Place of Issue
<b>NORA MALUBAY-SALUDARES</b>	GSIS ID #6158	
In representation of the	TIN 000119342370	
<b>GOVERNMENT SERVICE INSURANCE SYSTEM</b>		
<b>PELAGIO T. RICALDE</b>	Driver's License #N15-71-021670	

known to me to be the same persons, **NORA MALUBAY-SALUDARES**, in representation of the **GSIS** as a juridical person, and **PELAGIO T. RICALDE**, 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.

Doc. No. 523;  
Page No. 106;  
Book No. XII;  
Series of 2017.

**ATTY. NORMITA C. RECIO-HONOR**  
**NOTARY PUBLIC FOR PASAY CITY**  
UNTIL DECEMBER 31, 2018  
PTR. NO. 0866347 1/3/17  
COMMISSION NO. 17-03 1/18/2017  
ROLL NO. 41263 NO. IBP LIFETIME MEMBER 060:  
MCLE COMPLIANCE NO. V-0008067 02/04/2018