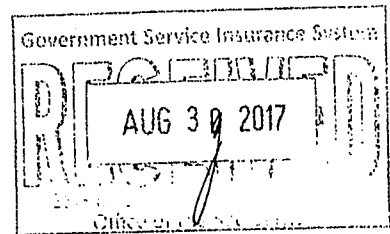


**CONTRACT**  
(FOR CONSULTANCY SERVICES)



This Contract is made and executed by and between:

2:39pm

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-

**RODETH F. ANTONIO**, Filipino, of legal age, single, and a resident of San Miguel Hagonoy, Bulacan, 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 as may be deemed necessary, regarding corporate communications and provide reports and observations on policies relating to **GSIS** customer service to assist the Trustee in proper decision making.
4. The **CONSULTANT** attained a degree in Bachelor of Science in Electronics and Communications Engineering from the Bulacan State University. She has been a Business Partner and Adviser of ROVEL's Fishpond since 2016 up to the present. She used to work in different establishments in Dubai, United Arab Emirates as Shop Assistant at ADCO Readymade Garment Co. (L.L.C.) (April 2009- September 2009); Office Assistant at PECT MidEast

ElectroMechanical Work (L.L.C.) (January 2008- February 2009), and Secretary at AI AMN General Trading (L.L.C.) (September 2007- December 2007).

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. 2017-160 dated 14 August 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 the period covering **16 August 2017 to 31 December 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 the period covering **16 August 2017 to 31 December 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 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 provide in-depth research as may be deemed necessary, regarding corporate communications and provide reports and observations on policies relating to GSIS customer service to assist the Trustee in proper decision making. 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.

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

\_\_\_\_\_  
**RODETH F. ANTONIO**  
Consultant

*SIGNED IN THE PRESENCE OF:*

\_\_\_\_\_  
Certified Funds Available:

₱ 90,000

PR: AUG 16, 2017 TO DEC 31, 2017  
GL ACCT: 5102091000

\_\_\_\_\_  
Certified included in the GSIS Annual  
Procurement Plan for CY 2017

\_\_\_\_\_  
**MA. CORAZON G. MAGDURULAN**

pl Officer IV, BASSAD  
mv

\_\_\_\_\_  
**ROMEO G. DE LUNA, JR.**

Officer-in-Charge, GBAC Secretariat

2017-GSIS-AMP-076

**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: **30 AUG 2017**

<b>NAME</b>	<b>Valid IDs</b>	<b>Date/Place of Issue</b>
<b>NORA MALUBAY-SALUDARES</b> In representation of the	<b>GSIS ID #6158</b> TIN 000119342370	

**GOVERNMENT SERVICE INSURANCE SYSTEM**

<b>RODETH F. ANTONIO</b>	<b>Passport</b> <b># P1899634A</b>
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known to me to be the same persons, **NORA MALUBAY-SALUDARES**, in representation of the GSIS as a juridical person, and **RODETH F. ANTONIO**, 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.

*Handwritten signature/initials*

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

*Handwritten signature of Notary Public*

**ATTY. NORMITA G. REYES - JONKICA**  
**NOTARY PUBLIC FOR PASAY CITY**  
**UNTIL DECEMBER 31, 2018**  
**PTR. NO. 0000347 1/3/17**  
**COMMISSION NO. 17-03 1/18/2017**  
**ROLL NO. 41263 NO. IBP LIFETIME MEMBER 0609.**  
**MCLE COMPLIANCE NO. V-0006067 02/04/2015**

Doc. No. 112;  
Page No. 46;  
Book No. XV;  
Series of 2017.