

CONTRACT

This Contract is made and entered into this 28th day of November 2017 in Pasay City 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 Corporate Secretary, ATTY. ENRIQUE L. TANDAN III hereinafter, the "GSIS",

-and-

The LE MONET HOTEL with principal office address at Ordonio Drive, Camp John Hay, Loakan Road, Baguio City herein represented by its Sales Manager, JONAS KING C. ZAMORA, hereinafter, the "SERVICE PROVIDER".

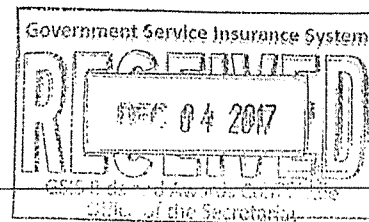
RECITALS

Whereas:

1. The GSIS Board of Trustees - Office of the Corporate Secretary will have its Staff Development Workshop on 29 November - 1 December 2017, hereinafter referred to as the "WORKSHOP".
2. The SERVICE PROVIDER has the facilities / venue that can accommodate and meet the requirements of the "WORKSHOP".

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

- 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.
- 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 the GSIS on administrative matters;
 - b. Ensure proper room accommodations, facilities and meals for all participants;
 - c. Provide conference venue and materials as stated in the TOR; and
 - d. Provide resource support needed by the participants.
- III. *Undertakings of the GSIS.* The general undertakings of the GSIS shall be as follows:



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- a. Assign a point person who will coordinate on administrative matters;
- b. Provide the information of the participants, details on the room assignments and meals;
- c. Provide transportation services to participants and other logistical requirements not stated in the TOR; and
- d. Settle all the obligations incurred by GSIS for this WORKSHOP.

IV. *Contract Price.* The GSIS shall pay the amount of Two Hundred Fifty Nine Thousand One Hundred Sixty Six Pesos and Sixty Seven Centavos [Php 259,166.67] to cover the cost for the accommodation, meals and workshop arrangements and other inclusions to be provided by the SERVICE PROVIDER for the WORKSHOP in accordance with the TOR (Annex "A") and the SERVICE PROVIDER's Proposal. All applicable taxes, including documentary stamp tax (DST), if any, shall 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 settled via send bill arrangement through corporate check payable to the SERVICE PROVIDER within fifteen (15) working days from GSIS' receipt of the SERVICE PROVIDER's complete and appropriate billing statement.

VII. *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 the cancellation or postponement is due to the acts, omissions or breach of the SERVICE PROVIDER or force majeure.

VIII. *Breach or Default.* Either party may pre-terminate this Contract when the other party fails to perform any of its obligations herein and if the breach is remediable, fails to remedy such breach within three (3) days from written notice without prejudice to any right to exercise its remedies under the law or equity.

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.



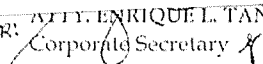
IN WITNESS WHEREOF, the parties have duly executed this Contract to become effective as of the date first above written.

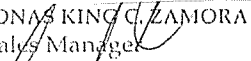
GOVERNMENT SERVICE
INSURANCE SYSTEM

LE MONET HOTEL

By:


By: 

~~FOR: ATTY. ENRIQUE L. TANDAN III
Corporate Secretary~~ 

~~JONAS KING C. ZAMORA
Sales Manager~~ 

SIGNED IN THE PRESENCE OF:

~~MARIA AHRÉN P. VERGARA~~ 

~~ATTY. EZEQUIEL JOSHUA L. VILLENÁ~~ 

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasay) S.S

BEFORE ME, a Notary Public for and in the City of Pasay, 28th day of November 2017, personally appeared:

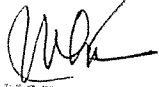
Name	ID Number	Date / Place of Issue
ATTY. ENRIQUE L. TANDAN III	PASSPORT NO. EBS062844	May 2013 / PASAY CITY

JONAS KING C. ZAMORA COMPANY ID No. AHMGI-00000168 April 2013 / QUEZON CITY

Known to me and to me known to be the same ATTY. ENRIQUE L. TANDAN III, in representation of the GSIS as a juridical person, and JONAS KING C. ZAMORA, 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 28th day of November 2017 in the City of Pasay, Philippines.

Doc. No. 516
PageNo. 105
Book No. XXII
Series of 2017.


ATTY. NORMITA C. RECIO-HONORICA
Notary Public for Pasay City
Until December 31, 2018
PTR NO. 0866347; 1/3/17
Commission No. 17-03; 1/19/2017