

CONTRACT FOR CATERING SERVICES

This Contract is made and entered into this 28th day of November 2019 at 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 **MARIO C. ANGAY**, Senior Vice President, hereinafter referred to as the "**GSIS**",

- and -

HOTEL ENTERPRISES OF THE PHILIPPINES INC. (MIDAS Hotel and Casino), a company existing under the laws of the Republic of the Philippines, with principal office address at 2702 Roxas Boulevard, Pasay City, herein represented by **DINNA ADALIA**, hereinafter referred to as the "**SERVICE PROVIDER**".

RECITALS

Whereas:

1. The **GSIS** will conduct for its FMG employees the Annual Group Planning and Staff Development on 30 November – 1 December, 2019, hereinafter referred to as the "**STAFF DEVELOPMENT**".
2. The **STAFF DEVELOPMENT** requires the provision of catering services as specified in the Technical Specifications attached as "Annex A" and made an integral part hereof, hereinafter referred to as the "**SERVICES**".
3. The **SERVICE PROVIDER** has the necessary qualification, experience, abilities, resources, and manpower that can provide catering services to meet the requirements of the **STAFF DEVELOPMENT**.

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

- I. **Scope of Services.** The **SERVICE PROVIDER** shall deliver the **SERVICES** as specified under this Contract and the Technical Specifications by providing meals with drinks (breakfast, lunch, and snacks sufficient for a maximum of sixty (60) participants for the two (2)-day staff development activity.
- II. **Undertakings of the Service Provider.** The following shall be delivered by the **SERVICE PROVIDER**:
 - a. Provide meals with drinks for the whole duration of the seminar
 - b. Deploy sufficient number of staff or waiters for the set up and serving of meals.
 - c. Provide complete catering equipment, buffet table set up, and dinner wares.

- d. Ensure the safety of all meals and drinks served, and cleanliness of all wares and equipment that will be used.
- e. Ensure the complete and timely delivery of service.
- f. Provide complimentary use of function hall and equipment

III. **Undertakings of the GSIS.** The following shall be provided by the **GSIS**:

- g. Assign a point person who will coordinate with the **SERVICE PROVIDER** on logistical and administrative matters.
- h. Provide the information on the meal preferences, venue, and set up.
- i. Settle all obligations incurred by the **GSIS** for the **SERVICES**.

IV. **Contract Price.** The **GSIS** shall pay the amount of **One Hundred Eight Thousand Pesos (Php 108,000.00)** to cover the cost for the catering services and meals, logistical needs and other inclusions provided by the **SERVICE PROVIDER** for the **SERVICES** in accordance with the Technical Specifications and the **SERVICE PROVIDER's** Proposal. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SERVICE PROVIDER**.

For this purpose, the **SERVICE PROVIDER** acknowledges that the **GSIS** is not a withholding agent for DST and hereby undertakes and commits itself to make direct payments to the BIR of any DST that may be imposed in the execution and/or performance of this Contract. The **SERVICE PROVIDER** shall furnish the **GSIS** with proof of such payment.

- 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 after **GSIS'** receipt of the **SERVICE PROVIDER's** complete and appropriate billing statement.
- VII. **Guaranteed Attendance.** The **GSIS** should confirm the guaranteed attendance of participants which should not be lower than the minimum attendance stated in the Technical Specifications, twenty-four (24) hours before the rendition of the **SERVICES**. Charges will be made based on the minimum guaranteed attendance or the actual attendance, whichever is higher.
- VIII. **Buffer Allowance and Overflow.** The **SERVICE PROVIDER** must allow a ten percent (10%) buffer from the minimum guaranteed number of participants stated in the Technical Specifications for reasonable overflow.
- IX. **Breach or Default.** Either party may pre-terminate this Contract when the other party fails to perform its obligations under this Contract, or if the breach is remediable, fails to remedy the breach within three (3) days from written notice without prejudice to other courses of action and remedies available to it under the law and equity.
- X. **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 twenty-five percent

(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.

- XI. **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.
- XII. **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.
- XIII. **Effectivity.** This Contract shall take effect upon the signing hereof and shall remain valid until the satisfactory completion thereof within the current year unless otherwise pre-terminated.

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

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

**HOTEL ENTERPRISES OF THE PHILIPPINES
INC. (MIDAS Hotel and Casino)**
Represented by

By:

ORIGINAL SIGNED
MARIO C. ANGAY
Senior Vice President

ORIGINAL SIGNED
DINNA ADALIA
HOTEL ENTERPRISES OF THE PHILIPPINES
INC. (MIDAS Hotel and Casino) Representative

SIGNED IN THE PRESENCE OF:

ORIGINAL SIGNED
Dahilo E. Vinoya

ORIGINAL SIGNED
Maribeth B. Viernes

Certified Funds Available
PhP108,000.00

Certified Included
GSIS 2019 Annual Procurement Plan

MANUEL F. ANG
Acting Senior Vice President,
Controller Group
and concurrent
Vice President, FISMOASO

YVETTE C. ABAYA
Acting Officer IV
Materials Management Department

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay, this 28 day of NOV 2019
2019, personally appeared:

Name	ID Number	
ORIGINAL SIGNED MARIO C. ANGAY In representation of the GSIS	8348	GSIS ID
ORIGINAL SIGNED DINNA ADALIA In representation of HOTEL ENTERPRISES OF THE PHILIPPINES INC. (MIDAS Hotel and Casino)	N03-88-057066	Driver's License

known to me and to me known to be the same Mario C. Angay, in representation of the GSIS 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 28 day of NOV 2019
2019 at City of _____, Philippines.

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Book No. XV
Series of 2019.

ORIGINAL SIGNED
 Notary Public
 Commission No. 1917, 2008A, P
 Exp. Date: 12/31/2019
 RCLB Conditions No. 19-0003031 11/06/17