

**CONTRACT**

**For the Repair and Preventive Maintenance of Access Control and Alarm System Including Gate Barriers**

This **CONTRACT** is made and entered on this \_\_\_\_\_ day of December 2014, at Pasay City, Philippines, 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, herein represented by its **OIC - SVP Corporate Services Group, MARGIE A. JORILLO** hereinafter referred to as "**GSIS**";

- and -

**GUARD-ALL ELECTRONIC SECURITY SYSTEMS, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at Suite 708 Cattleya Building, 235 Salcedo Street, Legaspi Village, Makati City, herein represented by its General Manager, **DEREK A. RAMSAY**, who is duly authorized for this purpose, hereinafter referred to as "**CONTRACTOR**".

**RECITALS**

**WHEREAS,**

1. The **GSIS** requires services for the Repair and Preventive Maintenance of the Access Control and Alarm System, two (2) Boom-type gate barriers, and three (3) cable gate barriers, hereinafter, the "**EQUIPMENT**", installed at the GSIS and Senate of the Philippines, **GSIS** Headquarters Building, Financial Center, Pasay City.
2. The **GSIS** resorted to Direct Contracting as an alternative mode of procurement with the **CONTRACTOR**, which is the sole and exclusive distributor of Hirsch Electronics, LLC, d.b.a. INDENTIVE, entitled to sell, install and service Hirsch brand Access Control Systems including gate barriers, with direct access to Hirsch sales and technical support resources.
3. The GSIS President and General Manager and Head of Procuring Entity (HOPE) approved the GSIS Bids and Awards Committee (GBAC) Resolution No. 2014-223 dated December 04, 2014 awarding the Contract to the **CONTRACTOR**.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties have agreed on the following:

**ARTICLE I  
SCOPE AND TERMS OF SERVICES**

- 1.1 **COVERAGE OF WORK.** The **CONTRACTOR** shall provide the services strictly in accordance with this Contract and the Terms of Reference, which shall include, but not limited to, the following:

1.1.1. Corrective Maintenance: Upgrade of the **EQUIPMENT** and provision of the following equipment/parts:

<b>Access Control and Alarm System</b>	Quantity
1. VEL Velocity Software	1
2. CCM Command Control Module (EEPROM)Version 7.4.31	6
3. Secure Network Interface Board (SNIB2) V.98	1
4. Desktop Computer for Stand Alone System:	1 set
HP Envy 810-072d Intel Core i7	
8GB Memory	
1TB HDD SATA	
1GB Video Card with dual monitor capabilities	
21" HP LED Monitor	
Mouse / keyboard	
Windows 7 Professional 64 Bit	
Velocity Set-up / Programming to include stand-alone configuration	
<b>Gate Barriers (Vehicle Access System)</b>	
5. MLC 10-U100 – MicroProcessor Control Unit	3
6. MID 1E-800 Vehicle Detector, 1 channel 24VDC	3
7. High Tension Spring	12
8. Power supply	5

1.1.1 The above-listed parts shall be paid by the **GSIS** when replaced.

1.1.2 Preventive maintenance of the **EQUIPMENT**.

1.2. **TERM OF CONTRACT.** This Contract shall be effective for a period of ninety (90) days from the date of issuance of the Notice to Proceed (NTP).

1.3. **CONTRACT PRICE.** For and in consideration of the full and satisfactory performance of the services by the **CONTRACTOR** and the acceptance thereof by the **GSIS**, the **GSIS** shall pay the agreed Contract Price Six Hundred Fifty Thousand Five Hundred Eighty Five Pesos and Sixty Centavos (**Php650,585.60**) Philippine Currency. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **CONTRACTOR**.

For this purpose, the **CONTRACTOR** 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 on the execution and/or performance of this Contract.

1.4. **SCHEDULE OF PAYMENT.** The **CONTRACTOR** shall be paid within fifteen (15) days from the receipt of the invoice by the **GSIS**.

1.5. **AUDITING RULES.** All payments made to the **CONTRACTOR** shall be subject to existing accounting and auditing rules and regulations applicable to the **GSIS**.

## ARTICLE II

## UNDERTAKINGS OF THE CONTRACTOR

- 2.1 **TRAINED PERSONNEL.** The **CONTRACTOR** shall assign trained and skilled personnel in its employ who are qualified to keep the **EQUIPMENT** properly adjusted, and shall use all reasonable care to maintain the **EQUIPMENT** in proper and safe operating condition.
- 2.2 **PLANNED MAINTENANCE.** The **CONTRACTOR** shall examine and adjust the **EQUIPMENT**, and carry out planned maintenance in a systematic and controlled manner in accordance with this Contract and the Terms of Reference.
- 2.3 **MAINTENANCE OF SAFETY STANDARDS.** The **CONTRACTOR** shall maintain the **EQUIPMENT** in accordance with the safety standards of the original equipment and shall, at the request of **GSIS**, advise on any changes required by governmental authorities, codes and/or regulations.
- 2.4 **MAINTENANCE OF PERFORMANCE.** The **CONTRACTOR** shall maintain the performance characteristics of the **EQUIPMENT** as originally designed and installed, or as amended by mutual written agreement by the parties.
- 2.5 **PRIORITY.** The **CONTRACTOR** shall give priority in its service, repair and manufacturing facilities to restore the **EQUIPMENT** to normal operation.
- 2.6 **GROUP SUPERVISORY SYSTEMS.** The **CONTRACTOR** shall, where applicable, check the group dispatching systems and make necessary tests to ensure that all circuits and time setting are properly adjusted and that the system performs as designed and installed by the **CONTRACTOR**.
- 2.7 **WIRING DIAGRAMS.** The **CONTRACTOR** shall maintain current engineering wiring diagrams during the effectivity of this Contract.
- 2.8 **SURVEY/REPORT.** The **CONTRACTOR** shall conduct at reasonable intervals, or when reasonably required, a survey of the **EQUIPMENT** and give a written report to the **GSIS** on any items that require repair, alteration or change beyond the scope of this Contract.
- 2.9 **SPARE PARTS INVENTORY.** The **CONTRACTOR** shall maintain a reasonable supply of genuine Hirsch Access Control System spare parts in its warehouse inventory.
- 2.10 **WORK AT THE GSIS'S EXPENSE.** The **CONTRACTOR** shall be prepared to carry out work falling outside the scope of this Contract at the **GSIS's** expense in connection with the **EQUIPMENT**. However, such work shall be carried out under the terms and conditions of this Contract. Where such work is estimated by **CONTRACTOR** to be less than eight (8) hours, no separate order or Contract will be required.
- 2.11 **TIME OF PERFORMANCE.** The **CONTRACTOR** shall perform the work and services under this Contract during normal working hours on regular working days. The **GSIS** may request in writing from the **CONTRACTOR** for work outside such times at no extra cost if it affects the operation at the **GSIS** Building. The work and services are not required to be carried out on public holidays except when the **GSIS** finds it necessary in the operation of the **GSIS** Building.

**ARTICLE III  
CALLBACK SERVICE**

- 3.1 **EMERGENCY MINOR CALLBACK SERVICE.** The **CONTRACTOR** shall provide emergency minor adjustment callback service at no extra charge to the **GSIS**. Upon notice by the **GSIS**, at any hour of any day or night, the **CONTRACTOR** shall attend to the **EQUIPMENT** as soon as reasonably practicable when urgent action is required.
- 3.2 **BREAKDOWN AND MAINTENANCE SERVICE.** The **CONTRACTOR** shall provide breakdown and maintenance service during regular working hours.
- 3.3 **CHARGEABLE CALLBACKS.** The **CONTRACTOR** reserves the right to charge the **GSIS** for callbacks, inclusive of nuisance callbacks, when such callbacks are the result of negligence or misuse of the **EQUIPMENT**, subject to the verification of the **GSIS**.

**ARTICLE IV  
UNDERTAKINGS OF THE GSIS**

- 4.1 **ACCESS TO THE GSIS PREMISES.** The **GSIS** shall grant the **CONTRACTOR's** employees full, free and unhindered access to the **EQUIPMENT** and the landings, lobbies and motor room associated therewith and all areas mentioned herein.
- 4.2 **EXCLUSIVITY OF THE CONTRACTOR TO PROVIDE PREVENTIVE MAINTENANCE.** In the interest of safety, the **GSIS** shall not direct or permit the repair, alteration, replacement or any interference on any of the **EQUIPMENT** or any part thereof, of any of the items specified herein, by any person other than the **CONTRACTOR's** employees without the **CONTRACTOR's** prior consent except when the **CONTRACTOR** fails to make repairs within reasonable time.
- 4.3 **CUSTOMER REPORT.** The **GSIS** shall report the details of unsatisfactory running or irregular performance of the **EQUIPMENT** and shall keep in clean and good condition, those parts excluded from this Contract under Article V hereof.
- 4.4 **ADEQUATE WORKPLACE.** The **GSIS** shall provide the machine room with adequate lighting, cooling, moisture control, and/or verification as may be required, in the judgment of the **CONTRACTOR**, to assist its personnel in providing the work set out hereunder and in enhancing the effective operation of the **EQUIPMENT**.
- 4.5 **ALTERATIONS TO BUILDING.** The **GSIS** shall, in all circumstances, be responsible for any alterations and the cost thereof to the building structure within which the **EQUIPMENT** is contained and as required by the **CONTRACTOR** to carry out its obligations under this Contract.
- 4.6 **SECURITY.** The **GSIS** shall be responsible for providing guards and/or other safety devices to the **EQUIPMENT** in compliance with its legal obligations and good safety practices.
- 4.7 **RESTRICTED AREAS.** The **GSIS** shall keep, from any areas enclosing mechanical or electrical equipment, persons other than the **CONTRACTOR's** authorized employees and those expressly authorized by the **CONTRACTOR**. These areas shall be used solely for their proper purposes.

**ARTICLE V  
EXCLUSIONS**

- 5.1 **EXCLUSIONS.** The following are excluded from the coverage of this Contract:
- 5.1.1 Replacement of parts and components which are not mentioned in the above list which are found defective due to normal wear and tear;
  - 5.1.2 All parts, inclusive of those in the above list, which are damaged due to abnormal operating conditions; and
  - 5.1.3 Changes and/or alterations, deviations or additions to the original design of the **EQUIPMENT** and accessories.
- 5.2 **NEGLIGENCE OR MISUSE OF THE EQUIPMENT.** The **CONTRACTOR** shall not shoulder the expenses and be required to make renewals or repairs necessitated by reason of negligence or misuse of the **EQUIPMENT** or by reason of any other causes beyond the **CONTRACTOR's** control except ordinary wear and tear. Cost for such renewals and repairs necessitated by reason of negligence or misuse shall be charged to the **GSIS**.
- 5.3 **OTHER SAFETY TESTS.** The **CONTRACTOR** shall not be required to make safety tests other than those set out in Section 2.4 hereof, nor install new attachments, or carry out structural or other alterations on the **EQUIPMENT** whether or not recommended or directed by insurance companies or by governmental authorities, or make any replacements with parts of a different design.

**ARTICLE VI  
LIABILITY OF THE CONTRACTOR**

- 6.1 **CONTRACTOR'S LIABILITY.** The **CONTRACTOR** shall be liable for any loss, damage or delay arising from any act, default or omission, negligence or otherwise in or about the performance and completion of this Contract and for physical damage or injury to any person and damage to property caused by the **CONTRACTOR**, its employees, personnel or agents.

The **CONTRACTOR** shall at all times be directly responsible for the acts or conduct of the employees, personnel or agents under its employ, for their salaries, wages or compensation or for other benefits provided for under existing and applicable labor laws. Pursuant hereof, the **CONTRACTOR** shall hold the **GSIS** free and harmless from all such claims and liabilities.

- 6.2 **NON-POSSESSION OF EQUIPMENT.** The **CONTRACTOR** shall not assume or accept possession or management of any part of the **EQUIPMENT** which remains the exclusive property of the **GSIS**.

**ARTICLE VII  
REPRESENTATIONS AND WARRANTIES**

- 7.1 **PERFORMANCE WARRANTY.** The **CONTRACTOR** represents and warrants that it has the capacity to perform its obligations and undertakings in accordance with this Contract and the Terms of Reference, and hereby agrees and warrants that it shall faithfully observe and comply therewith.

- 7.2 **PRODUCT AND SERVICE WARRANTY.** The **CONTRACTOR** shall guarantee its work against manufacturing defects and poor workmanship for a period of one (1) year from the date of issuance of the Certificate of Completion and Final Acceptance by the **GSIS's** Security Department (SD). In case defects of any part or parts or poor workmanship discovered within this period, the **CONTRACTOR** shall make the necessary replacement or repairs at no expense to the **GSIS**.
- 7.3 **WARRANTY SECURITY.** The obligation for the warranty shall be covered by, at the **CONTRACTOR's** option, either retention money in an amount equivalent to at least ten percent (10%) of the total payment made to the **CONTRACTOR** or a special bank guarantee equivalent to at least ten percent (10%) of the total Contract Price effective for a period of one (1) year from the date of issuance of the Certificate of Completion and Final Acceptance. This shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect or poor workmanship and the like in the services rendered. The amount shall be released only after the lapse of the warranty period; provided, however, that all the conditions imposed under this Contract have been fully met.
- 7.4 **ANTI-GRAFT PRACTICES.** The **CONTRACTOR** warrants that it has not given or promised to give money or gift, directly or indirectly, to any official or employee of the **GSIS** to secure this Contract or that such Contract is not disadvantageous to the Government. Any violation of this warranty shall be sufficient ground for the **GSIS** to revoke or cancel this Contract without the necessity of judicial intervention, by giving written notice to that effect to the **CONTRACTOR**.
- 7.5 **COMPLIANCE WITH LAWS AND ORDINANCES.** The **CONTRACTOR** shall comply with all laws, ordinances, rules and regulations of both national and local governments that are applicable to and/or binding upon the parties, the works covered by this Contract, or the persons engaged in the performance of its obligations. The **CONTRACTOR** shall be responsible for all damages to the **GSIS**, third parties, national and local governments for the non-observance of such laws, ordinances, rules and regulations.

#### ARTICLE VIII PERFORMANCE SECURITY

- 8.1 **AMOUNT AND FORM.** The **CONTRACTOR** shall post a performance security as a condition precedent to the signing of this Contract, to guarantee and secure the timely and complete performance of its commitment under this Contract and the Terms of Reference. The performance security shall be equivalent to a percentage of the Contract Price as provided for under the Terms of Reference, in accordance with the following forms and schedules:
- 8.1.1 Cash, or cashier's/manager's check, issued by a Universal or Commercial Bank: Five Percent (5%); or
  - 8.1.2 Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank: Five Percent (5%); or
  - 8.1.3 Surety bond callable upon demand issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security: Thirty Percent (30%).

- 8.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **CONTRACTOR** within thirty (30) days after the issuance of the Certificate of Completion and Final Acceptance by the **GSIS**; provided, however, that no claim has been filed against the performance security as a result of the delay or default in the performance of the obligations of the **CONTRACTOR** or for damages to any property of the **GSIS** due to the acts or negligence of the personnel of the **CONTRACTOR**.
- 8.3 **FORFEITURE OF THE SECURITY.** The failure of the **CONTRACTOR** to comply with any of the requirements or undertaking hereof shall constitute sufficient ground for the forfeiture of its performance bond. Failure of the **CONTRACTOR** to comply with any of the requirements under this Contract and the Terms of Reference shall constitute sufficient grounds for declaring it as non-performing, leading to the termination of this Contract and the forfeiture of its performance security.

#### ARTICLE IX TERMINATION

- 9.1 **TERMINATION FOR DEFAULT.** The **GSIS** shall have the right to pre-terminate this Contract in whole or in part for default of the **CONTRACTOR** or breach or violation of the terms and conditions of this Contract without need of judicial action or for just cause to be determined by the **GSIS**, which determination shall be final and binding to the **CONTRACTOR**.
- 9.2 **TERMINATION FOR INSOLVENCY.** The **GSIS** shall have the right to terminate this Contract if the **CONTRACTOR** is declared bankrupt or insolvent as determined by a court of competent jurisdiction.
- 9.3 **TERMINATION FOR UNLAWFUL ACTS.** The **GSIS** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined prima facie that the **CONTRACTOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 9.4 **TERMINATION FOR CONVENIENCE.** In any event, the **GSIS** shall have the right to terminate this Contract by serving a thirty-day written notice to the **CONTRACTOR**. The termination under this Section may be resorted to by the **GSIS** if it has determined the existence of conditions that make the performance of the **CONTRACTOR** economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous events or changes in law and national government policies.
- 9.5 **COMPLETED SERVICES.** In case of pre-termination or termination of this Contract, the **GSIS** shall pay the **CONTRACTOR** for all services rendered up to the date of the pre-termination or termination, within thirty (30) days thereof, unless such pre-termination or termination was due to the acts or omissions of the **CONTRACTOR** or a breach of this Contract by the **CONTRACTOR**.
- 9.6 **REMEDIAL RIGHTS.** The pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such pre-termination or termination.

**ARTICLE X  
INDEMNIFICATION**

- 10.1 **PROTECTION FROM HARM.** The **CONTRACTOR** agrees to defend, indemnify and hold harmless the **GSIS**, the members of its Board of Trustees, **GSIS** officials, agents and employees against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses arising out of or in connection with **CONTRACTOR**'s acts or omissions, unless such claims are due solely to the fault or negligence of the **GSIS** or its officials or employees. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **CONTRACTOR**.
- 10.2 **ACCOUNT FOR DAMAGES.** Any damage to any of the systems, facilities and equipment of the **GSIS** due to the negligence, theft or pilferage, directly or indirectly, caused by the **CONTRACTOR**'s personnel shall be immediately repaired, restored or replaced by the **CONTRACTOR** on its own account. If the **CONTRACTOR** fails to carry out such repair, restoration or replacement within ten (10) days from the request of **GSIS**, expenses for any repair, restoration or replacement made by the **GSIS** for the purpose shall be for the account of the **CONTRACTOR** and shall be deducted from any amount payable to the **CONTRACTOR**.
- 10.3 **FURTHER LIABILITY.** The **CONTRACTOR** shall bear all losses or damages arising out of or in connection with any accident which may happen to any person or persons in the performance of its obligations covered by this Contract and the Terms of Reference.

**ARTICLE XI  
CONFLICT RESOLUTION**

- 11.1 **AMICABLE SETTLEMENT.** If any dispute of any kind whatsoever should arise between the **GSIS** and the **CONTRACTOR** in connection with or arising out of this Contract and the Terms of Reference, the parties shall make every effort to resolve such dispute amicably.
- 11.2 **ARBITRATION.** If after ten (10) days, the parties have failed to resolve their dispute, the matter shall be submitted for arbitration pursuant to R.A. No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004; provided, however, that the parties may agree in writing to resort to other alternative modes of dispute resolution.
- 11.3 **NON-SUSPENSION OF OBLIGATIONS.** Notwithstanding any reference to the settlement of disputes or arbitration herein, the parties shall continue to perform their respective obligations under this Contract and the Terms of Reference unless they otherwise agree in writing.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

- 12.1 **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** The **CONTRACTOR** is not an employee of the **GSIS** but is an independent contractor. Neither shall the personnel or employees of the **CONTRACTOR** be deemed employees of the **GSIS**. Hence, the **GSIS** shall not be in any way liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **CONTRACTOR** and/or its sub-contractors.



- 12.2 **INSURANCE.** The **CONTRACTOR** shall submit certificate/s of the required insurance which shall be subject to approval for adequacy of protection. The **CONTRACTOR** shall insure and keep insured its own employees against all claims for which it may be responsible. Upon request of the **GSIS**, the **CONTRACTOR** shall produce all receipts in payment of all insurance premiums.
- 12.3 **NON-DISCLOSURE.** The **CONTRACTOR** shall not use or disclose to any person, firm or corporation any information concerning the affairs of the **GSIS** which its personnel may have acquired in the course of or as an incident to this Contract.
- 12.4 **PUBLICITY.** The **CONTRACTOR** shall consult and obtain the prior written consent of the **GSIS** before issuing or disclosing any news release, public announcement, advertisement or other form of publicity in respect to any of the terms of this Contract, or using it as a reference or part of any presentation.
- 12.5 **NON-ADVERSE WITNESS.** In no case shall the **CONTRACTOR** and its personnel assist any party in any action, suit or proceeding against the **GSIS**, the members of its Board of Trustees, or any of its officials and employees in connection with the performance of its undertakings under this Contract.
- 12.6 **NON-TRANSFERABILITY.** The **CONTRACTOR** shall not assign or transfer the contracted services covered by this Contract without the prior written consent of the **GSIS**. Any act in violation of this provision shall be sufficient ground for the termination of this Contract.
- 12.7 **FORCE MAJEURE.** No party shall be liable to the other party for any delay or non-performance of its obligations under this Contract arising from any cause or causes beyond its reasonable control including, but not limited to, any act of God, governmental acts under its police power, war, terrorist attack, fire, flood, explosion or civil commotion.
- 12.8 **NON-WAIVER.** The failure of the **GSIS** to demand strict compliance with any or all the terms of this Contract shall not be construed as a waiver and/or estoppel on the part of the **GSIS** for the enforcement of any of its rights or to subsequently demand compliance therewith during the subsistence of this Contract.
- 12.9 **FURTHER ASSURANCES.** The **CONTRACTOR** shall execute and deliver such supply, 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.
- 12.10 **NO PRESUMPTION.** In interpreting and applying the terms and provisions of this Contract, no presumption shall be made against the party that drafted such terms and provisions.
- 12.11 **WRITTEN NOTICES.** All notices, statements and requests hereunder shall be in writing and shall be delivered by personal service or registered mail, postage pre-paid or by telefax or telegram, charges pre-paid, addressed to a party at the address first above written or at such address as one party may give notice of to the other party.
- 12.12 **LIQUIDATED DAMAGES.** In the event that the **CONTRACTOR** fails to perform its obligations within the agreed period as specified in this Contract, the **GSIS** shall, without prejudice to its other remedies under this Contract and other applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the Contract per day of delay but not to exceed ten percent (10%) of the total contract price. The damages herein are fixed and the **GSIS** shall not be required to adduce proof thereof. Once the cumulative amount of

liquidated damages reaches ten percent (10%) of the Contract Price, the **GSIS** may rescind this Contract, without prejudice to other courses of action and remedies available to the **GSIS**.

- 12.13 **OTHER COSTS.** Should the **GSIS** be constrained to file a case to obtain relief against the **CONTRACTOR**, the latter shall be liable to pay an amount equivalent to twenty percent (20%) of that amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the **GSIS** is entitled to recover from the **CONTRACTOR**; provided, however, that in an action brought by the **CONTRACTOR** for whatever cause arising under this Contract, should it be adjudged not to be entitled to the relief sought, the **GSIS** as the prevailing party shall be entitled to such reasonable attorney's fees, costs of litigation and other costs it may have incurred by reason of such action.
- 12.14 **FULL AGREEMENT.** This Contract and the Terms of Reference contain all the agreement of the parties and replace and supersede any understanding, communications and representations whether verbal or written between the parties.
- 12.15 **INTERPRETATION.** The **CONTRACTOR** agrees and obligates itself to unconditionally abide by the decision of the **GSIS** on the interpretation or construction of any term, condition or stipulation contained in this Contract.
- 12.16 **AMENDMENTS.** No modifications of or amendments to the terms and conditions of this Contract shall be valid unless set out in writing and signed by the authorized representatives of each party.
- 12.17 **SEPARABILITY.** If any term, condition, clause or provision of this Contract is at any time determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.18 **SURVIVAL OF WARRANTIES AND COVENANTS.** The provision on Representations and Warranties under Article VII, Indemnification under Article X, and all the covenants, agreements and obligations of the **CONTRACTOR** which by their nature should continue beyond the expiration and termination of this Contract shall survive the expiration or termination hereof.
- 12.19 **VENUE OF ACTION.** Any and all action arising from arbitration or other modes of dispute settlement as agreed upon by the parties pursuant to Section 11.2 of this Contract shall be brought by the aggrieved party exclusively before the proper Court in the City of Pasay.
- 12.20 **GOVERNING LAWS.** This Contract and the Terms of Reference shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act, its Revised Implementing Rules and Regulations, and other related laws, rules and regulations.

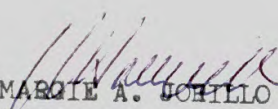
**IN WITNESS WHEREOF**, the parties hereunto affixed their signatures on the place and date first above written.

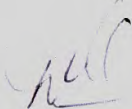
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INSURANCE SYTEM**

**GUARD-ALL ELECTRONIC  
SECURITY SYSTEMS, INC.**

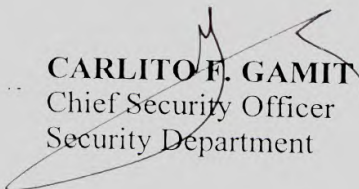
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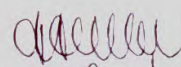
By:

  
**MARGIE A. SORILLO**  
Officer in Charge  
Corporate Services Group

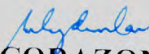

  
**DEREK A. RAMSAY**  
General Manager

**SIGNED IN THE PRESENCE OF:**

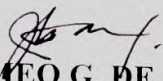
  
**CARLITO F. GAMIT**  
Chief Security Officer  
Security Department

  
**ARMARINO A. VILLERA JR.**  
GUARD ALL Elect. SEC. SYS INC

**Certified Funds Available**  
Pup 650,585.60

  
**MA. CORAZON G. MAGDURULAN**  
Department Manager, BASSAD  


**Certified included in the GSIS 2014 Annual  
Procurement Plan**

  
**ROMEO G. DE LUNA, JR.**  
Head of GBAC Secretariat

ACKNOWLEDGMENT

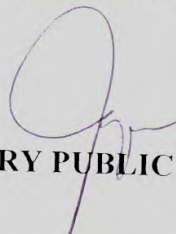
REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY ) S.S.

BEFORE ME, a NOTARY PUBLIC, for and in the City of Pasay, this DEC 29 2014 day of \_\_\_\_\_, 2014, personally appeared the following:

Name	ID No.	ISSUED AT/ON
MARGIE A. JORILLO	- GSIS ID	
DEREK A. RAMSAY	PASSPORT: GBR 503514795	IPS MAY 24, 2012

known to me and to me known to be the same persons, MARGIE A. JORILLO, in representation of the **GSIS**, and **DEREK A. RAMSAY**, in representation of **GUARD-ALL ELECTRONIC SECURITY SYSTEM**, who executed the foregoing **Contract for the Repair and Preventive Maintenance of Access Control and Alarm System Including Gate Barriers** consisting of twelve (12) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledge 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 on the date and the place stated above.

  
NOTARY PUBLIC

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Series of 2014.

**ATTY. GIOVANNAE LYN M. QUICOY-MARIN**  
GSIS, Financial Center, Pasay City  
NOTARY PUBLIC since December 01, 2015  
Commission (Roll No. 1720711) Pasay City  
I.B.P. License No. 00166, C.A. No. 710521; 2-28-07  
P.T.R. No. PG 1222011-1710; Pasay City  
Roll of Attorneys No. 50500





