

**CONTRACT**

FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONING UNITS FOR THE  
GSIS HEADQUARTERS AND VARIOUS G SIS BRANCH OFFICES

This Contract is entered into on the \_\_\_ day of MAR 17 2015, 2015 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 (R.A.) 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, represented herein by its Senior Vice President, Corporate Services Group, **ATTY. RACQUEL D. DE GUZMAN-BUENSALIDA**, hereinafter referred to as the "**GSIS**,

-and-

The **MAINTENANCE OF AIRCONDITIONING & REFRIGERATION (MARCO) CO., INC.**, a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at 12 Matatag St., Pinyahan, Diliman, Quezon City, Philippines, represented herein by its President and General Manager, **OLIVERT Y. DUYA**, who is duly authorized for this purpose, hereinafter referred to as the "**SUPPLIER**".

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**RECITALS**

**WHEREAS,**

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1. The **GSIS** invited bids for the Supply, Delivery, Installation and Commissioning of Air Conditioning Units for the **GSIS** Headquarters and various **GSIS** Branch Offices.
2. The **SUPPLIER** participated in the Public Bidding held on January 27, 2015 and submitted the Lowest Calculated Responsive Bid.
3. The **GSIS** President and General Manager (PGM) and concurrently Head of the Procuring Entity (HOPE) approved the GSIS Bids and Awards Committee (GBAC) Resolution No. 2015-012 dated February 27, 2015 awarding the Contract to the **SUPPLIER** which represented that it has the resources and the capability to meet the requirements as defined under this Contract and the Official Bid Documents.

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

**ARTICLE I  
DEFINITION OF TERMS**

- 1.1 **WORDS AND PHRASES.** The following terms shall have the following meaning for purposes of this Contract:

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*Handwritten signature*

- 1.1.1 **Contract** means this agreement entered into between the **GSIS** and the **SUPPLIER**, signed by the parties, including all attachments and appendices hereof and all documents incorporated by reference herein.
- 1.1.2 **Contract Price** means the price payable to the **SUPPLIER** under this Contract for the full and proper performance of its contractual obligations.
- 1.1.3 **Goods** refer to the One Hundred Thirty Five (135) air conditioning units including all the necessary materials in accordance with the design and technical specifications detailed in the Official Bid Documents.
- 1.1.4 **Project** refers to the Supply, Delivery, Installation and Commissioning of One Hundred Thirty Five (135) Air Conditioning Units including all the necessary materials at the **GSIS** Headquarters and various **GSIS** Branch Offices.
- 1.1.5 **Notice to Proceed** is a written notice issued by the **GSIS** to the **SUPPLIER** requiring the latter to perform its obligations not later than the specified date.

**ARTICLE II  
CONTRACT DOCUMENTS**

2.1 **OFFICIAL BID DOCUMENTS.** The following Official Bid Documents are incorporated and made integral parts of this Contract:

- 2.1.1 Invitation to Apply for Eligibility and to Bid;  
 2.1.2 Instructions to Bidders;  
 2.1.3 Bid Data Sheet;  
 2.1.4 General Conditions of Contract;  
 2.1.5 Special Conditions of Contract;  
 2.1.6 Schedule of Requirements;  
 2.1.7 Technical Specifications/Scope of Work/Terms of Reference;  
 2.1.8 Sample Bid Forms; and  
 2.1.9 Supplemental Bid Bulletins, if any.

2.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

2.3 **INCIDENTAL ITEMS.** This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned therein.

**ARTICLE III  
SCOPE OF WORK**

3.1 **SCOPE OF WORK.** The **SUPPLIER** shall deliver the **Goods** and complete the **Project** in accordance with this Contract and the technical specifications provided in the Official Bid Documents.

3.2 **QUALITY OF THE GOODS.** The **Goods** to be delivered shall be brand new and the best of their kinds as described in the Official Bid Documents. The **GSIS**

shall have the right to inspect and reject **Goods** which do not meet the specifications and standards contained in this Contract and the Official Bid Documents.

#### ARTICLE IV SUPPLIER'S UNDERTAKINGS

- 4.1 **COMMITMENT.** The **SUPPLIER** shall furnish and provide on its own account, all the necessary materials, supervision, labor, tools, supplies, equipment and other facilities as may be needed for the satisfactory performance of its obligations in accordance with this Contract and the Official Bid Documents.
- 4.2 **LICENSE TO OPERATE.** The **SUPPLIER** warrants that it has the necessary permit or license to operate and perform its undertakings under this Contract and the Official Bid Documents and agrees to comply with all rules and regulations which are or may be issued by competent authorities.
- 4.3 **COMPLIANCE WITH LAWS AND ORDINANCES.** The **SUPPLIER** shall comply with all the laws, ordinances, rules and regulations of both the national and local governments that are applicable to and/or binding upon the parties. The **SUPPLIER** 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. Pursuant hereof, the **SUPPLIER** holds the **GSIS** free and harmless from all such claims and liabilities.

#### ARTICLE V EFFECTIVITY AND TERM OF CONTRACT

- 5.1 **EFFECTIVITY OF THE CONTRACT.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity of this Contract.
- 5.2 **TERM OF CONTRACT.** The **SUPPLIER** shall deliver the **Goods** and complete the **Project** within **One Hundred Fifty (150) calendar days** from the effectivity date of this Contract.
- 5.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the **Project** by the **SUPPLIER** and the acceptance thereof by the **GSIS**, the **GSIS** shall pay the agreed Contract Price of **Nine Million Seven Hundred Eighty Thousand One Hundred Seventy One Pesos (9,780,171.00)**.

It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SUPPLIER**.

For this purpose, the **SUPPLIER** 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.

- 5.4 **PAYMENT OF CONTRACT PRICE.** The **GSIS** shall fully pay the Contract Price within one (1) week of satisfactory operation of the **Goods** and the acceptance of the **Project** by the **GSIS** and after submission by the **SUPPLIER** of the following:

5.4.1 Warranty security as provided under Section 7.3;

5.4.2 Written request for payment and/or sales invoice;

5.4.3 Sworn statement stating that all materials, wages of personnel and all indebtedness connected with the delivery of the **Project** have been fully settled.

5.5 **SUPPLIER'S ACCOUNT.** The **SUPPLIER**, without the necessity of any further act and deed, authorizes the **GSIS** to deduct any amount that may be due under this provision from any and all monies or amounts due or which will become due the **SUPPLIER** by virtue of this Contract and/or collect such amounts from its Performance Security.

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

## ARTICLE VI SUPERVISION OF WORK

6.1 **ACCESS TO GSIS PREMISES.** The **GSIS** shall grant the **SUPPLIER** access to the **GSIS** premises as may be reasonably necessary for the **SUPPLIER** to deliver the **Project** and perform the services required under this Contract and the Official Bid Documents.

6.2 **SUPERVISION.** The **SUPPLIER**, as the employer, maintains administrative control and supervision over technicians and other personnel assigned to the **GSIS** for the delivery of the **Project** and the performance of the required services; provided, however, that the **SUPPLIER** authorizes the **GSIS** to give them technical as well as administrative instructions during their assignment to the **GSIS**.

6.3 **REPLACEMENT.** The **GSIS** reserves the right to demand the immediate replacement of any technician or personnel of the **SUPPLIER** who may be found wanting in competence, integrity or whose continued assignment with the **GSIS** may be deemed prejudicial to its interests.

6.4 **REGULAR INSPECTION.** The **GSIS** shall, at reasonable times during the effectivity of this Contract, examine, inspect, measure and test the progress of the delivery of the **Project** and the performance of the required services.

6.5 **SAFETY AND SECURITY.** The **SUPPLIER** shall strictly observe the sanitation, safety and security rules and regulations of the **GSIS** in the execution of this Contract. The **SUPPLIER** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as its works, equipment, installation and the like to be affected by the implementation of this Contract.

6.6 **INSPECTION AND ACCEPTANCE.** Upon receipt of a written notice from the **SUPPLIER** that the **Project** is ready for inspection and acceptance, the **GSIS** shall send duly authorized representative/s from its Building and Maintenance Department (BMD) to promptly make such inspection. When the **GSIS** determines that the **Project** is acceptable under the terms and conditions of this Contract and the Official Bid Documents, and the same has been fully accomplished, the **GSIS** shall issue a Certificate of Completion and Final Acceptance duly signed with the statement that the **Project** covered by this Contract and the Official Bid Documents has been delivered satisfactorily.

**ARTICLE VII  
REPRESENTATIONS AND WARRANTIES**

- 7.1 **PERFORMANCE WARRANTY.** The **SUPPLIER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 7.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** shall provide one (1) year warranty on labor, 2 (two) years warranty on other parts and five (5) years warranty for the Compressor, Condenser, Evaporator, Piping and Fan Motor System, from the date of issuance of Certificate of Completion and Final Acceptance by BMD. In case of any defect and poor workmanship of the **Project** discovered or found within this period, the **SUPPLIER** 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 **SUPPLIER's** option either retention money or a special bank guarantee equivalent to 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. The said amount shall be released only after the lapse of the warranty period; provided, however, that the **Project** delivered is free from patent and latent defects and all the conditions imposed under this Contract and the Official Bid Documents have been fully met.
- 7.4 **ANTI-GRAFT PRACTICES.** The **SUPPLIER** 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. 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 **SUPPLIER**.
- 7.5 **COMPLIANCE WITH LAWS AND ORDINANCES.** The **SUPPLIER** 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 delivery of the **Goods** and in the performance of the required services. The **SUPPLIER** 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.
- 7.6 **QUALIFICATIONS OF PERSONNEL.** The **SUPPLIER** warrants that its employees and personnel deployed for the delivery of the **Project** and performance of the required services possess the necessary qualifications and training prescribed by law and by the **GSIS** pursuant to this Contract.
- 7.7 **CONTROL AND SUPERVISION OF PERSONNEL.** The **SUPPLIER** warrants that it shall at all times be directly responsible for the acts or conduct of its employees and personnel under its employ, for their salaries, wages or compensation and other benefits provided under existing and applicable laws; provided, however, that the **SUPPLIER's** non-compliance with the Minimum Wage Law shall be a ground for pre-termination of this Contract.

**ARTICLE VIII  
PERFORMANCE SECURITY**

- 8.1 **AMOUNT AND FORM.** The **SUPPLIER** 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

Official Bid Documents. The performance security shall be equivalent to a percentage of the Contract Price, in accordance with the following forms and schedules:

- a. Cash, or cashier's/manager's check, issued by a Universal or Commercial Bank: Five Percent (5%); or
- b. 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
- c. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security: Thirty Percent (30%).

8.2 **DISCHARGE OF THE PERFORMANCE SECURITY.** The performance security shall be released to the **SUPPLIER** 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 **SUPPLIER** or for damages to any property of the **GSIS** due to the acts or negligence of the personnel of the **SUPPLIER**.

8.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

#### ARTICLE IX TERMINATION OF CONTRACT

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 **SUPPLIER** 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 **SUPPLIER**.

9.2 **TERMINATION FOR INSOLVENCY.** The **GSIS** shall have the right to terminate this Contract if the **SUPPLIER** 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 **SUPPLIER** 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 ten-day written notice to the **SUPPLIER**. 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 **SUPPLIER** 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 DELIVERY.** In case of pre-termination of this Contract, the **GSIS** shall pay the **SUPPLIER** for the **Project** delivered up to the date of pre-

termination unless such rescission or termination was due to the acts or omissions of the **SUPPLIER** or a breach of this Contract by the **SUPPLIER**.

9.6 **ASSIGNMENT.** The **GSIS** may engage the services of another supplier to accomplish the **Project**; provided, further, that all expenses incurred by the **GSIS** shall be charged to the account of the **SUPPLIER**, and any additional costs incurred in completing the Project in excess of the Contract Price shall be at the expense of the **SUPPLIER**. The right of the **GSIS** to take over the Project shall be without prejudice to its other rights provided elsewhere in this Contract to proceed against the **SUPPLIER** or to which it may be entitled to under the law and equity.

9.7 **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 and the Official Bid Documents, 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

*Atafina*  
10.1 **INDEMNITY.** The **SUPPLIER** agrees to defend, indemnify and hold harmless the **GSIS**, the members of its Board of Trustees, its 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 the **SUPPLIER's** acts or omissions, unless such claims are due solely to the negligence of the **GSIS**. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **SUPPLIER**.

10.2 **REPARATION.** 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 **SUPPLIER's** personnel shall be immediately repaired, restored or replaced by the **SUPPLIER** for its account. If the **SUPPLIER** fails to carry out such repair, restoration or replacement within ten (10) days from the request of **GSIS**, any expenses for such repair, restoration or replacement made by the **GSIS** for the purpose shall be for the account of the **SUPPLIER** and shall be deducted from any amount payable to the **SUPPLIER**.

10.3 **FURTHER LIABILITY.** The **SUPPLIER** 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 Official Bid Documents.

## ARTICLE XI CONFLICT RESOLUTION

11.1. **AMICABLE SETTLEMENT.** If a dispute of any kind should arise between the **GSIS** and the **SUPPLIER** in connection with or arising out of this Contract and the Official Bid Documents, 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, *JW*

however, that the parties may agree in writing to resort to other alternative modes of dispute resolution.

- 11.3. **OBLIGATIONS NOT SUSPENDED.** 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 Official Bid Documents unless they otherwise agree in writing.

## ARTICLE XII MISCELLANEOUS PROVISIONS

- 12.1. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** The **SUPPLIER** is not an employee of the **GSIS** but an independent contractor. Neither shall the personnel or employees of the **SUPPLIER** be deemed employees of the **GSIS**. Hence, the **GSIS** shall not in any way be liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **SUPPLIER** and/or its sub-contractors.
- 12.2. **NON-DISCLOSURE.** The **SUPPLIER** shall not use or disclose to any person, firm or corporation any confidential information concerning the affairs of the **GSIS** which its personnel may have acquired in the course of or as an incident to this Contract.
- 12.3. **PUBLICITY.** The **SUPPLIER** 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 and Official Bid Documents, or using it as a reference or part of any presentation. This provision, however, is without prejudice to the right of the **SUPPLIER** to include the name of the **GSIS** and its logo to the **SUPPLIER's** list of clients.
- 12.4. **NON-ADVERSE WITNESS.** In no case shall the **SUPPLIER** 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, agents and employees in connection with the performance of the scope of work and undertakings under this Contract and Official Bid Documents.
- 12.5. **INSURANCE.** The **Goods** under this Contract shall be fully insured by the **SUPPLIER** in a freely convertible currency against loss or damage incidental to the manufacture or acquisition, transportation, storage and delivery. The **Goods** remain at the risk and title of the **SUPPLIER** until their final acceptance by the **GSIS**.
- 12.6. **NON-TRANSFERABILITY.** The **SUPPLIER** shall not assign or transfer its obligations 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, government 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 **SUPPLIER** 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 personally delivered, or transmitted by registered mail, electronic mail or fax, to the other party at the address stated above, unless a party has informed the other in writing of its change of address, in which case said notices shall be sent to the new address.

12.12. **LIQUIDATED DAMAGES.** If the **SUPPLIER** 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 Price per day of delay but not to exceed ten percent (10%) of the total Contract Price. The damages herein provided are fixed and **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 **SUPPLIER**, 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 **SUPPLIER**; provided, however, that in an action brought by the **SUPPLIER** 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 Official Bid Documents contain all the agreements of the parties and replace and supersede any understanding, communications and representation whether verbal or written between the parties.

12.15. **INTERPRETATION.** The **SUPPLIER** 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 and the Official Bid Documents 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 provisions on Representations and Warranties under Article VII, Indemnification under Article X and all the covenants, agreements and obligations of the **SUPPLIER** under this Contract and the Official Bid Documents which by their nature should continue beyond the expiration or termination of this Contract shall survive the expiration or termination hereof.


12.19. **VENUE OF ACTION.** Any 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 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 have hereunto set their hands on the date and place above.

**GOVERNMENT SERVICE  
INSURANCE SYSTEM**

By:

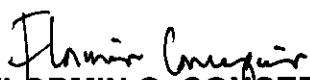
  
**ATTY. RACQUEL D. DE GUZMAN-BUENSALIDA**  
Senior Vice President  
Corporate Services Group


**MAINTENANCE OF AIRCONDITIONING  
& REFRIGERATION (MARCO) CO., INC.**

By:

  
**OLIVERT Y. DUYA**  
President and General Manager


SIGNED IN THE PRESENCE OF:

  
**FLORMIN O. CONCEPCION**  
Acting Vice President  
General Services Office

  
**DIVINA M. MAGBANUA**  
Sales Executive  
Sales Department

**Certified Fund Available  
Php 9,780,171.00**

**Certified Included in the GSIS 2015  
Annual Procurement Plan**

  
**MANUEL P. ANG**  
Vice President, FISMOASO

  
**ROMEO G. DE LUNA JR.**  
OIC - Head of GBAC Secretariat

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public, for and in the City of Pasay this MAR 17 2015 day of \_\_\_\_\_, personally appeared:

| <u>Name</u>   | <u>Valid IDs</u>     |
|---|----------------------|
| ATTY. RACQUEL D. DE GUZMAN - BUENSALIDA<br>TIN: 000-766-810 | GSIS ID No. 8984     |
| OLIVERT Y. DUYA<br>TIN: 126-002-492-000                     | SSS No. 03-3624662-2 |

Known to me and to me known to be the same persons, **ATTY. RACQUEL D. DE GUZMAN-BUENSALIDA**, in representation of the **GSIS** as a juridical person, and **OLIVERT Y. DUYA**, in representation of **MAINTENANCE OF AIRCONDITIONING & REFRIGERATION (MARCO) CO., INC.**, as a juridical person, who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed, and of the entities they represent. This instrument refers to a **Contract for the Supply, Delivery, Installation and Commissioning of Air Conditioning Units at the GSIS Headquarters and various GSIS Branch Offices** (Lot 1 – Luzon, Lot 2 – Visayas and Lot 3 - Mindanao), consisting of Eleven (11) pages, including the page on which this Acknowledgment is contained, signed by the parties and their instrumental witnesses on each and every page thereof sealed with my notarial seal. **MAR 17 2015**

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

Notary Public

Doc. No. 30  
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Book No. 14  
Series of 2015

**ATTY. GIOVANNAE LYN M. QUICOY-MARIN**  
GSIS, Financial Center, Pasay City  
NOTARY PUBLIC until December 31, 2015  
Commission No. 14-15; 1/20/11; Pasay City  
I.B.P. Lifetime No. 06487; O.R. No. 710521; 2-28-07  
P.T.R. No. PC 42050; 1/1/15; Pasay City  
Roll of Attorneys No. 50500