

**AGREEMENT FOR THE DFA MAIN BUILDING ELEVATOR MODERNIZATION  
PROJECT FOR THE FOUR (4) HITACHI ELEVATORS**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement for the Department of Foreign Affairs' (DFA) for the DFA Main Building Elevator Modernization Project For The Four (4) Hitachi Elevators (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on NOV 29 2022 between the:

**DEPARTMENT OF FOREIGN AFFAIRS**, (hereafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary and Acting Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

**HITACHI ELEVATOR PHILIPPINES CORPORATION**, (hereinafter, the CONTRACTOR), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Securities and Exchange Commission (SEC) Certificate of Registration dated 8<sup>th</sup> day of July 2011 as "ANNEX A", with business address at Unit 604 Penthouse Oppen Bldg. 349 Sen. Gil Puyat Ave., Bel-Air, Makati City, represented by MARTIN I. HILDAWA who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 11 November 2022, copy of which is attached as "ANNEX B" and made an integral part of this AGREEMENT.

WITNESSETH:

**WHEREAS**, the PROCURING ENTITY awarded to the Contractor, being the exclusive distributor of Hitachi Brand Elevators in the Philippines, the Department's **DFA Main Building Elevator Modernization Project for the Four (4) Hitachi Elevators** in the premises of the Procuring Entity with a duration of twelve (12) months from the issuance of the Notice to Proceed (NTP), and has accepted a bid by the CONTRACTOR to provide the said services in the total amount of FIFTY MILLION PESOS, (PHP 50,000,000.00), only (hereinafter, the "Contract Price") inclusive of all applicable taxes and other lawful charges.

**WHEREAS**, this Agreement, undertaken pursuant to DFA Bids and Awards Committee BAC Resolution No. CPM-344-22 dated 29 NOV 2022, and Notice of Award ("ANNEX C"), complies with the applicable provisions of Republic Act No. 9184 and its Implementing Rules and Regulations;

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

1. The definitions included in the General Conditions of the Contract (GCC) and Special Conditions of the Contract (SCC) provided in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

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2. The following documents are also attached and made integral parts of this AGREEMENT:
  - 2.1. "ANNEX D" - Quotation submitted by the CONTRACTOR
  - 2.2. "ANNEX E" - Certificate of Availability of Funds
  - 2.3. "ANNEX F" - Technical Specification
  - 2.4. "ANNEX G" - General Conditions of the Contract
  - 2.5. "ANNEX H" - Special Conditions of the Contract
  - 2.6. "ANNEX I" - Mayor's Permit
  - 2.7. "ANNEX J" - Income Tax Return (ITR)
3. The CONTRACTOR shall perform the service to the PROCURING ENTITY within the period prescribed in the Technical Specification ("Annex F").
4. The CONTRACTOR shall ensure that each of its personnel/employees assigned to enter and perform work in the premises of the Procuring Entity and to partake in the execution and implementation of this Agreement shall execute and sign a Non-Disclosure Agreement to be submitted to the Procuring Entity prior to the commencement of their services. Both Parties hereby agree to keep confidential all information obtained in connection with this Agreement, including any technical drawings and plans, and will implement and maintain safeguards to further ensure and protect the confidentiality of such information. Such confidential information shall not, without the prior written consent of the Procuring Entity, be disclosed or used for purposes other than those necessary for implementing the objectives of this Agreement. This duty of confidentiality shall survive the duration of this Agreement.
5. The CONTRACTOR shall ensure that assigned personnel are Covid-free before entering the premises; and ensure that all assigned personnel shall observe IATF safety protocols within the DFA premises and comply with the DFA security requirements.
6. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with Clause XV in the Technical Specification.
7. This Agreement shall be effective upon compliance with the issued Notice to Proceed or upon the signing of this Agreement for a period of twelve (12) months, or until compliance by both Parties of their respective undertakings including the expiration of the Warranties hereunder, whichever occurs last, unless earlier terminated.
8. It is understood that there exists no employer-employee relationship between the Procuring Entity and the Contractor and their respective officer, employees, and representatives.
9. Neither party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated in this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer,

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director, manager, employee, agent, or representative.

10. Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.
11. Both parties warrant that they have not assigned and will not assign to any third party any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement without the prior written consent of the other party.
12. This Agreement, the GCC, Special Conditions of the Contract (SCC) and the Technical Specifications encapsulate the full agreement between the Parties and any subsequent alteration, modification or amendment of the aforementioned documents or any of their provisions shall be subject to mutual consent of both Parties and shall be made in writing.
13. The Contractor shall indemnify, defend, and hold harmless the Procuring Entity of any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
14. This Agreement shall be binding on the parties' respective successors or assigns.
15. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid, or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid or otherwise unenforceable provision.
16. **Dispute Resolution.** – The Parties shall exert their best effort/s to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. In the event that an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept

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confidential and shall be in the English language. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines to the exclusion of all other venues. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute.

17. This Agreement shall be governed, construed, and enforced in accordance with Philippine law, rules, and regulations.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on NOV 29 2022, in Pasay City, Metro Manila.

**For the Procuring Entity:  
DEPARTMENT OF FOREIGN AFFAIRS**


  
By: **HON. ANTONIO A. MORALES**  
Undersecretary for Administration, and  
Head of the Procuring Entity

**For the Contractor:  
HITACHI ELEVATOR  
PHILIPPINES CORPORATION**

  
By: **MR. MARTIN I. HILDAWA**  
Authorized Representative

**WITNESSES**

  
LYRIE F. FULGENCIO  
DFA Chief Accountant

  
MARIELLE NICOLE KAUBAN  
HITACHI ELEVATOR  
PHILIPPINES CORPORATION



**ACKNOWLEDGEMENT**

Republic of the Philippines)  
 ) s.s.

**MAKATI CITY**

**NOV 29 2022**

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on \_\_\_\_\_, personally appeared HONORABLE ANTONIO A. MORALES, Undersecretary for Administration and Head of the Procuring Entity of the Department of Foreign Affairs and MR. MARTIN I. HILDAWA, Authorized Representative of HITACHI ELEVATOR PHILIPPINES CORPORATION, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE DFA MAIN BUILDING ELEVATOR MODERNIZATION PROJECT FOR THE FOUR (4) HITACHI ELEVATORS which instrument consists of \_\_\_\_\_ pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	D0009237A	DFA MANILA	07 Dec 2021
MARTIN I. HILDAWA	P8193549B	DFA Manila	Nov. 18, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

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Series of 2022

**ATTY. GEORGE DAVID D. SITON**  
 NOTARY PUBLIC FOR MAKATI CITY  
 APPT. NO. M-061 - UNTIL DEC. 31, 2023  
 ROLL NO. 65402 / MCLE COMPLIANCE NO. VII-0910136/2-15-2022  
 IBP NO. MC-C02202-LIFETIME MEMBER MAY 5, 2017  
 TR NO. 985200 - JAN 03, 2022-MAKATI CITY  
 EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY





