

AGREEMENT FOR THE RENOVATION OF THE MEDIA/PRESS ROOM

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the procurement of **RENOVATION OF THE MEDIA/PRESS ROOM** (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 05 DEC 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 for Administration and Head of the Procuring Entity (HOPE) **ANTONIO A. MORALES**,

and

AUDIO 4 DESIGN N TECHNOLOGY 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 SEC Registration dated 31 January 2007, copy of which is attached as ANNEX "A" and made an integral part of this AGREEMENT, with business address at Unit 209 2/F Cityland Pasong Tamo Condominium, 6284 Calle Estacion Pio del Pilar, Makati City represented by Mr. Benjarde Z. Cuales, who is duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement and Authority of Signatory dated 5 December 2022, copy of which is attached as ANNEX "B" and made an integral part of this AGREEMENT.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited bids for the procurement of the Department's Renovation of Media/Press Room to be accomplished within four (4) 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 amount of **Nine Hundred Sixteen Thousand and Five Hundred Sixty Pesos (PHP 916,560.00)** 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-357-22 dated 5 December 2022, and Notice of Award, complies with the applicable provisions of the 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 relevant definitions and provisions in the Philippine Bidding Documents which are not otherwise provided herein or in any of the annexes to this Agreement shall form part of the contract;
2. The CONTRACTOR'S Bid, including the Technical and Financial Proposals, and

all other documents/statements submitted, including corrections to the bid resulting from the PROCURING ENTITY'S bid evaluation shall be deemed to form and be read and construed as part of this Agreement;

3. The following documents are also attached and made integral parts of this Agreement:

Annex A – SEC Registration

Annex B - Omnibus Sworn Statement

Annex C - Others

1. - Certificate of Availability of Funds
2. - Technical Specifications / Terms of Reference
3. - Detailed Estimated Form and Design

In case of conflict or inconsistencies between or among the provisions of this Agreement and any of the documents annexed to this Agreement, the provisions of the Technical Specifications / Terms of Reference and Detailed Estimated Form and Design shall be controlling.

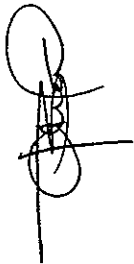
4. The CONTRACTOR shall deliver the goods and services to the PROCURING ENTITY within the period prescribed in the Technical Specifications / Terms of Reference.
5. **The CONTRACTOR shall ensure that each of its personnel/employees assigned to enter and perform work in the premises of the Procuring Entity 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 service.** 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.
6. For and in consideration of the performance of services, payment shall be made within thirty (30) days upon receipt of the invoice with complete requirements through List of Due Demandable Accounts Payable (LDDAP). The list of documentary requirements needed for the payment will be provided by the OFMS-FRMD upon signing of the contract. The payment shall be inclusive of all applicable taxes and other lawful charges
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 two (2) 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. The general provisions of this Agreement are as follows:



- a. **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 negotiation/s. In the event that an amicable settlement cannot be achieved 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 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.
- b. **Governing Law and Jurisdiction.** – This Agreement shall be governed, construed, and enforced in accordance with Philippine law, rules, and regulations.

9. Other Provisions as follows:

1. *It is understood that there exists no employer-employee relationship between the Procuring Entity and the Contractor and their respective officers, employees and representatives.*
2. *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, director, manager, employee, agent, or representative.*
3. *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.*
4. *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.*
5. *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*

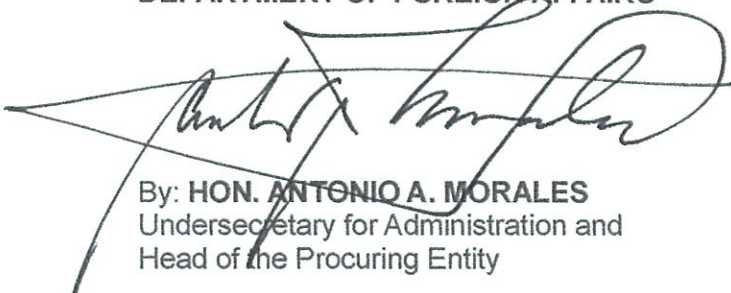


work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, 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.

6. This Agreement shall be binding on the parties' respective successors or assigns.
7. 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.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 05 DEC 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:
AUDIO 4 DESIGN N
TECHNOLOGY CORPORATION**

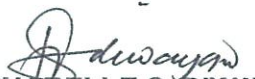


By: **BENJARDE Z. CUALES**
**AUDIO 4 DESIGN N
TECHNOLOGY CORPORATION**

WITNESSES



EDUARDO MARTIN R. MENES
Assistant Secretary, DFA, OPCD



ANNABELLE S. DIWAYAN
Corporate Secretary – A4DNT



LYRIE F. FULGENCIO
Chief Accountant, DFA

ACKNOWLEDGMENT

Republic of the Philippines)
MANILA CITY) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 13 JAN 2023, personally appeared HONORABLE ANTONIO A. MORALES, Undersecretary for Administration of the Department of Foreign Affairs and Mr. Benjarde Z. Cuales, Authorized Representative of Audio 4 Design Technology Corporation., known to me to be the same persons who executed the foregoing AGREEMENT FOR THE AGREEMENT FOR THE RENOVATION OF THE MEDIA/PRESS ROOM which instrument consists of seventeen (17) 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	Passport # MAX 092	DFA, Manila	02 August 2019
BENJARDE Z. CUALES	Social Security System ID No. 33-3687821-7	Philippines	

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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ATTY. IMELDA A. PANIS
 NOTARY PUBLIC VALID UNTIL DEC. 31 2023
 PTR NO. 0032996 JAN. 01 2023
 IBP LIFETIME MEMBER NO. 93335 ROLL NO. 52214
 MCE NO. VI-002923 NOV. 11 2021 UNTIL 2023
 COMMISSION NO. 2023-082
 1091 N. LOPEZ ST. ERMITA, MANILA
 09272774505