

AGREEMENT FOR THE REHABILITATION OF OCA ASEANA'S FIRE DETECTION AND ALARM SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the procurement of Rehabilitation of OCA Aseana's Fire Detection and Alarm System of the Department of Foreign Affairs (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 23 JUN 2022 between the:

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

and

AVESCO MARKETING CORPORATION (hereinafter, the CONTRACTOR), is a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Certificate of PhilGEPS Registration (Platinum Membership) issued on 01 June 2021 (ANNEX "A") with principal office address at 810 Aurora Blvd., cor. Yale St. Cubao, Quezon City represented herein by **MR. DANIEL L. BASA**, its Group Manager, duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement dated 10 June 2022, copy of which is attached as ANNEX "B" and made integral part of this AGREEMENT.

WITNESSETH:

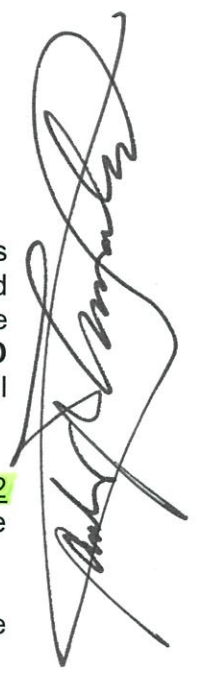
WHEREAS, the PROCURING ENTITY invited bids for the Procurement of the Department's Rehabilitation of OCA Aseana's Fire Detection and Alarm System for three (3) months, and has accepted a bid by the CONTRACTOR to provide said services in the total contract price of **ONE MILLION SEVEN HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED SIXTY FIVE PESOS (PHP1,737,465.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges;

WHEREAS, this AGREEMENT, undertaken pursuant to BAC Resolution No. NTC-125-22 dated 23 June 2022, and Notice of Award (ANNEX "C"), complies with the applicable provisions of Republic Act. 9184 and its Revised 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 Contract (GCC) as well as in the Special Conditions of Contract (SCC), of the Philippine Bidding Documents for Procurement of Services issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
2. The following documents are also attached and made integral parts of this AGREEMENT:

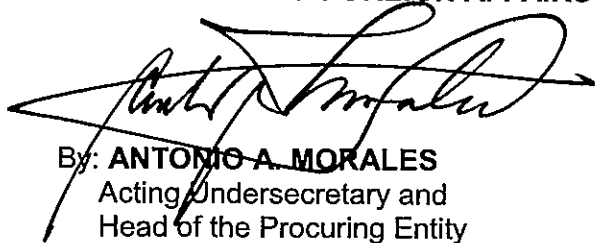
ANNEX D – Quotation submitted by the CONTRACTOR
ANNEX E – Terms of Reference
ANNEX F – Certificate of Availability of Funds (CAF)
ANNEX G – Mayor's Permit
ANNEX H – Secretary's Certificate
ANNEX I – Income Tax Return



3. The CONTRACTOR shall perform the services to the PROCURING ENTITY within the period prescribed in the Terms of Reference (Annex E).
4. 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 the provisions stated in the Clause XV of the Terms of Reference.
5. The Parties shall exert their best efforts 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 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's) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings orders and judgments filed or rendered pursuant thereto, shall be kept confidential and shall be in English language. The seat and venue of arbitration shall be in Pasay City, Metro Manila, Philippines. 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.
6. 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 23 JUN 2022, in Pasay City, Metro Manila.

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



By: **ANTONIO A. MORALES**
Acting Undersecretary and
Head of the Procuring Entity

**For the Contractor:
AVESCO MARKETING
CORPORATION**




By: **MR. DANIEL L. BASA**
Authorized Representative

WITNESSES



LYRIE F. FULGENCIO
DFA Chief Accountant



RONALD TERACE
Avesco Marketing Corporation

ACKNOWLEDGMENT

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

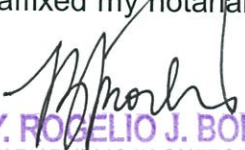
BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on JUL 20 2022 personally appeared HONORABLE **ANTONIO A. MORALES** Undersecretary and Head of Procuring Entity of the Department of Foreign Affairs and **MR. DANIEL L. BASA**, Authorized Representative of Avesco Marketing Corporation, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE DEPARTMENT OF FOREIGN AFFAIRS' REHABILITATION OF OCA ASEANA'S FIRE DETECTION AND ALARM SYSTEM, which instrument consists of 3 pages including the page on which this acknowledgement 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 Passport / 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	00009237A	DFA MANILA	07 DEC 2021
DANIEL L. BASA	NDS-83-018988	QUEZON CITY	APRIL 01, 2019

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

Doc. No. 42
Page No. 10
Book No. XXII
Series of 2022.


ATTY. RODELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 204 (2021-2022)
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 2463255D 1/03/2022 Roll No. 33832 / TIN# 129-871-009
MCLE EXTENSION APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C. EN BANC B.M. NO. 850
Address: 31-F Harvard St. Cubao, Q.C.