

**MEMORANDUM OF AGREEMENT BETWEEN  
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)  
AND  
LARICEL'S JEWELRY**

KNOW ALL MEN BY THESE PRESENTS:

10 JUN 2022

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 in the City of Pasay and between:

**THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)**, with office address at 2330 Roxas Blvd., Pasay City, represented herein by **MS. SARAH LOU Y. ARRIOLA**, Head of Procuring Entity and Undersecretary for Migrant Workers' Affairs, hereinafter referred to as the **FIRST PARTY (Procuring Entity)**;

And

**LARICEL'S JEWELRY**, with address at 279 Contreras St., Calvario, Meycauayan City, Bulacan, a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Certificate of Business Name Registration No. 3115922, issued by the Department of Trade and Industry, Represented by **Ms. Laricel Bonifacio-Bautista**, who is duly authorized to enter into this Agreement pursuant to the DTI Registration (Annex "A"), herein referred to as the **SECOND PARTY (Contractor)**;

*Collectively referred to herein as the Parties.*

- WITNESSETH -

**WHEREAS**, this Agreement, undertaken pursuant to BAC Resolution No. NTC (PB)-09-22 dated 31 May 2022 (ANNEX "B"), and Notice of Award (ANNEX "C"), complies with the applicable provisions of the Republic Act No. 9184 and its Implementing Rules and Regulations;

**WHEREAS**, the **First Party** invited bids for the Notice of Conduct of Competitive Bidding under Section 10 of the Department's Loyalty Pins and Felipe Agoncillo Lifetime Service Award medals and matching pins for the 124th DFA Foundation Day, and has accepted a bid by the **Second Party** to provide said goods in the amount of **Three Million Seven Hundred Thirty-Two Thousand Seven Hundred Pesos only (PhP 3,732,700.00)** only, (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

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

**WHEREAS**, the following documents are also attached and made integral parts of this AGREEMENT:

ANNEX D - Bid Form  
ANNEX E - Certificate of Availability of Funds  
ANNEX F - Technical Specifications  
ANNEX G - General Conditions of Contract  
ANNEX H - Special Conditions of Contract  
ANNEX I - PhilGEPS Registration  
ANNEX J - Business Permit  
ANNEX K - Performance Bond

**WHEREAS**, in case of conflict or inconsistencies between or among any of the documents annexed to this Agreement, the provisions of the Technical Specifications, insofar as consistent with the terms and conditions herein, shall be controlling.

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

## **ARTICLE I Purpose of the Agreement**

This Agreement is entered into by and between the Parties in relation to the procurement of the Loyalty Pins and Felipe Agoncillo Lifetime Service Award medals and matching pins for the 124th DFA Foundation Day.

## **ARTICLE II Roles and Responsibilities**

The **First Party** shall provide the necessary documentary requirements needed in the completion of the procurement project while the **Second Party** shall deliver the goods with the required specifications within the period prescribed in the Technical Specifications and Scope of Work (Annex "F").

## **ARTICLE III Fees and Payment Schedule**

For and in consideration of the performance of services, the First Party shall pay the Second Party the above-mentioned Contract Price of **Three Million Seven Hundred Thirty-Two Thousand Seven Hundred Pesos (Php 3,732,700.00)**. The terms of payment shall be in accordance with Item X of the Technical Specifications (Annex "F").

The Contract Price shall be payable after the complete delivery of the goods and found to be in good condition. Payment shall be made in accordance with applicable regulations for government payment of obligations upon submission of the **Second Party** of complete supporting documents to the Human Resources Management Office (HRMO) and through List of Due and Demandable Accounts Payable (LDDAP).

## **ARTICLE IV Mode of Payment**

Payment of the Contract Price shall be made within sixty (60) days from receipt of the invoice and complete supporting documents for payment by the **First Party**, through LDDAP made payable to "Ma Cecilia B Bonifacio Laricel's Jewelry" through the following bank details:

Account Name: MA CECILIA B BONIFACIO LARICEL'S JEWELRY  
Savings Account Number: 1621 1288 21  
Bank/Branch: LANDBANK OF THE PHILIPPINES/MEYCAUAYAN

The **Second Party** shall issue an official receipt for the payment made by the **First Party**. All payments shall be in accord with government audit and accounting laws, rules and regulations.

## **ARTICLE V Termination/Pre-termination**

The commission of a material breach of obligations under this Agreement, such as but not limited to the failure of any party to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring party to terminate this Agreement immediately upon written notice to the other party, and stating definitively the justifiable grounds therefore.

**ARTICLE VI**  
**Warranty and Intellectual Property Rights**

The designs and molds of the medals, pins, metal sheets stated in the technical specifications are the sole property of the Department of Foreign Affairs (DFA) and may not be reproduced or displayed by the Contractor unless with expressed written permission of the Department. The disclosure of such technical specifications to the third parties without the prior written consent of the DFA is prohibited.

The Second Party shall issue a *Certificate of Authenticity* for each pin / medal stating, among others, the specifications/standards used for the materials, the origin of the material, and lifetime warranty, particularly the gold and silver loyalty pins.

**Article VII**  
**Miscellaneous Provisions**

1. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders and decrees of the Philippine government.
2. Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement.
3. In the event of any dispute or difference that may arise between Parties in connection with this Agreement or the interpretation or performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. In the event that an amicable settlement cannot be achieved, the Parties agree to settle the matter with finality by submitting the same for arbitration which shall be conducted by one (1) arbitrator to be appointed by the President of the Philippine Dispute Resolution Center, Inc. (PDRCI) and in accordance with PDRCI's subsisting rules. The arbitration proceedings, including all records, documents, pleadings, orders and judgements filed and rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the Procuring Entity from applying to a court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights that are subject matter of the dispute.
4. The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other.
5. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.
6. The Parties agree that each Party is acting as an independent entity. Nothing in this Agreement shall be construed so as to constitute any Party to be the agent of the other. Nothing in this Agreement shall be construed so as to constitute an employment, a partnership or joint venture of any kind between the Parties hereto.
7. The Parties hereto agree to keep all dealings, transactions, communications, correspondences, documents, and records relative to this particular Agreement, whether strictly confidential and subject to non-disclosure by both Parties. The obligations set forth in this provision shall survive the termination of this Agreement.
8. The Second Party shall hold DFA free and harmless from, and indemnify the latter, against any and all losses and cost of suits, claims, actions and damages that may be suffered by or brought against DFA or any of its officers, personnel, and/or duly authorized agents as a direct result of the fault or negligence of the Second Party, its officers, employees or authorized

representatives, or the breach or non-performance by the Second Party of its duties, obligations and warranties under this Agreement.

**ARTICLE IX  
Effectivity**

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force until the obligations of the Parties as stipulated herein are complied with.

IN WITNESS HEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this \_\_\_ day of 10 JUN 2022 2022 at Pasay City, Philippines.

**DEPARTMENT OF FOREIGN AFFAIRS**

**LARICEL'S JEWELRY**

BY:

BY:

  
**SARAH LOU Y. ARRIOLA**  
Head of the Procuring Entity  
and Undersecretary

  
**MS. LARICEL BONIFACIO-BAUTISTA**  
Authorized Representative

**Signed in the Presence of:**

  
**LYRIE F. FULGENCIO**  
Acting Chief Accountant  
Office of Financial Management Services

  
**CHRISTOPHER B. MONTERO**  
Assistant Secretary  
Human Resources Management Office

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
 City of Pasay ) s.s.

**CITY OF MANILA**

**CITY OF MANILA**

**JUN 10 2022**


**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines, on \_\_\_\_\_, 2022 personally appeared **MS. SARAH LOU Y. ARRIOLA**, Undersecretary of the Department of Foreign Affairs and **MS. LARICEL BONIFACIO-BAUTISTA**, Authorized Representative of Laricel's Jewelry, known to me to be the same persons who executed the foregoing **Memorandum of Agreement between the Department of Foreign Affairs (DFA) and Laricel's Jewelry** which instrument consists of **five (5) pages** including the page on which this Acknowledgment is written, 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 Identification Documents of the Parties were exhibited to me, the same bearing:

NAME	ID NO.	PLACE OF ISSUE	DATE OF ISSUE
Ms. Sarah Lou Y. Arriola	D0007888A	DFA Manila	09 Nov 2018
Ms. Laricel Bonifacio-Bautista	007-07-003423	170 East Avenue	23 NOV 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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 Book No. VII  
 Series of 2022.

  
**ATTY. HENRY D. ADASA**  
 NOTARY PUBLIC CITY OF MANILA  
 NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila  
 IBP NO. 178568 - 01/03/2022, PASIG  
 PFR NO. 0060197 - 03/05/2021 MIA  
 ROLL NO. 29679, TIDE: 177-228-670  
 (27) MCLE COMPL. NO. VII-0000165 6/14/2019 Valid April 14, 2025  
 URBAN DECA NICRES MANILA, B-2, UNIT 365, TONDIC, MIA.  
 UNDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022