

AGREEMENT FOR THE PREVENTIVE MAINTENANCE SERVICES INCLUDING REPLACEMENT OF PARTS OF TWO UNITS ELEVATOR AT DFA SOUTH WING ANNEX BUILDING (JANUARY - DECEMBER 2023).

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Preventive Maintenance Services including Replacement of parts of two (2) units Elevator at DFA South wing Annex Building (January- December 2023) (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 03 JAN 2023, 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 Acting Undersecretary and Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

DEX International Co. (hereinafter, the CONTRACTOR), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Security and Exchange Commission (SEC) dated October 27, 1998 as ANNEX A, with business address at No.1 Kalintaw St. Cor. JP. Rizal, Brgy. San Roque, Proj. 4, Cubao Quezon City represented by **Jayvee A. Gonzales**, who is duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement dated 14 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 Preventive Maintenance Services including Replacement of parts of two (2) units Elevator at DFA South wing Annex Building within January - December 2023 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 **One Million Three Hundred Eighty-Eight Thousand Pesos (PhP 1,388,000.00) only**, (hereinafter, the Contract Price) inclusive of all applicable taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. CPM-PB-47-2022 dated 23 December 2022, and Notice of Award (ANNEX C), complies with the applicable provisions of the Republic Act No. 9184 and its Implementing Rules and Regulations;


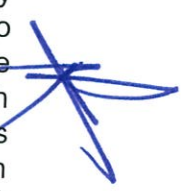
NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The relevant definitions and general provisions in the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC) provided with of the Philippine Bidding Documents which are not otherwise provided for herein or in any of the annexes to this Agreement shall apply suppletory.

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

ANNEX A.	Security and Exchange Commission (SEC)
ANNEX B.	Omnibus Sworn Statement
ANNEX C.	BAC RESO and Notice of Award
ANNEX D.	Bid Form
ANNEX E.	Certificate of Availability of Funds
ANNEX F.	Technical Specifications
ANNEX H.	General Conditions of Contract
ANNEX I.	Special Conditions of Contract
ANNEX J.	Performance Bond/Security

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 under Annex F shall be controlling.

3. The CONTRACTOR shall deliver the goods and services to the PROCURING ENTITY within the period prescribed in the Technical Specification attached in Annex F.
4. The CONTRACTOR shall ensure that each of its personnel assigned to enter and perform works herein 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.
- a. **Dispute Resolution.** – 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) 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. 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.
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- b. **Governing Law and Jurisdiction.** – This Agreement shall be governed, construed and enforced in accordance with Philippine law, rules and regulations.
5. 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 item XI of the Technical Specification and the Special Conditions of Contract, which are attached to and made an integral part of this Agreement.
6. 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.
7. It is understood that there exists no employer-employee relationship between the Procuring Entity and the Contractor and their respective officers, employees and representatives.
8. 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 directly result from the willful misconduct or negligence of such officer, director, manager, employee, agent or representative.
9. 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.
10. 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 the performance of the work, provided that such claim 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.
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, the 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. This Agreement shall be binding on the parties' respective successors or assigns.
14. 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 03 JAN 2023 in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS


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

For the Contractor:

DEX International Co.


By: **JAYVEE A. GONZALES**
Authorized Representative

WITNESSES


LIRIO F. FULGENCIO
DFA Chief Accountant


MARK ANTHONY ABESADO
DEX International Co.

ACKNOWLEDGEMENT

Republic of the Philippines)
) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 03 JAN 2023, personally appeared HONORABLE ANTONIO A. MORALES, Acting Undersecretary and Head of Procuring Entity of the Department of Foreign Affairs and JAYVEE A. GONZALES, Authorized Representative of DEX International Co., known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PREVENTIVE MAINTENANCE SERVICES INCLUDING REPLACEMENT OF PARTS OF TWO UNITS ELEVATOR AT DFA SOUTH WING ANNEX BUILDING (JANUARY - DECEMBER 2023) 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			
JAYVEE A. GONZALES	PRC LICENSE No. 0090030	METRO MANILA	OCTOBER 15, 2015

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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Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371/ January 3, 2023 Q.C.
IBP No. 167803 - Roll No. 30457
ADM Matter No. NP-005 (2022-2023)
MCLE VII-0006994/ 09/21/2021
TIN No. 131-942754