

**AGREEMENT FOR THE EMERGENCY PROCUREMENT FOR THE DFA MAIN  
BUILDING LIFT STATION PUMP'S REPAIR AND REHABILITATION**

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**KNOW ALL BY THESE PRESENTS:**

This Agreement for the emergency procurement for DFA Main Building Lift Station Pump's Repair and Rehabilitation of the Department of Foreign Affairs (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 16 OCT 2023 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 Undersecretary and Head of the Procuring Entity (HOPE) **ANTONIO A. MORALES**,

and

**MCCD ENGINEERING SERVICES AND TRADING** (hereinafter, the CONTRACTOR), is a Single Proprietorship duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Business Permit/Mayor's Permit issued on 17 January 2023 (ANNEX "A") with principal office address at RVK Bldg., Kumintang Ibaba, Batangas City represented herein by **MARIO N. CHAN**, its owner and sole proprietor, duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement dated 11 October 2023, copy of which is attached as ANNEX "B" and made integral part of this AGREEMENT.

WITNESSETH:

**WHEREAS**, the PROCURING ENTITY invited bids for the emergency procurement for DFA Main Building Lift Station Pump's Repair and Rehabilitation for four (4) months, and has accepted a bid by the CONTRACTOR to provide said services in the total contract price of **TWO MILLION PESOS (PHP2,000,000.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges;

**WHEREAS**, this AGREEMENT, undertaken pursuant to BAC Resolution No. **HO 240-23** dated 16 October 2023, 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 a Contract (GCC) as well as in the Special Conditions of Contract (SCC), if included, 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 – Technical Specification  
ANNEX F – Certificate of Availability of Funds (CAF)  
ANNEX G – Income Tax Return  
ANNEX H – GCC and SCC

3. The CONTRACTOR shall perform the services stated in the Technical Specification (Annex E) within the period prescribed in Item XIV. Contract Duration thereof.
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 Item XVII of the Technical Specification (Annex E).
5. **No Employer-Employee Relationship.** “This Agreement does not establish any employer-employee relationship between the Procuring Entity, the Contractor, being an independent contractor, and the latter’s employees, agents, representatives, or subcontractors.”
6. **Indemnity.** “The Contractor shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the Contractor and/or of its employees, agents, representatives, or sub-contractor.”
7. **Confidentiality.** “Except as required by law or pursuant to prior written consent, the Contractor agrees to keep confidential and not disclose any information or document of the Procuring Entity or which the Procuring Entity designated the information as confidential. The Contractor shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.”
8. **Data Privacy Act.** “The Contractor and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the Procuring Entity. In addition, the Contractor and its personnel shall be responsible for the destruction of all the data secured from the Procuring Entity after the termination of this Contract.”
9. **Force Majeure.** “The Procuring Entity and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, governmental



regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the Procuring Entity and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Agreement.”

10. **Assignees and Successors.** “This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contractor shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.”
11. **Third Party Contracts.** “Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Contract, 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.”
12. **Waiver of Rights.** “No failure, omission, or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.”
13. **Dispute Resolution and Venue of Action.** “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 Contract through negotiations. If an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or 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 parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.”
14. **Amendment.** “Any amendment of the Agreement shall be mutually agreed upon by the Parties in writing.”
15. **Separability Clause.** “The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.”

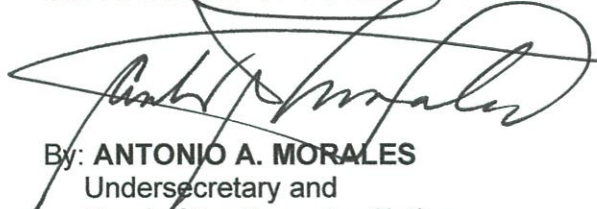


16. **Governing Law.** "The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines."

17. **Entire Agreement.** "Both Parties acknowledge that this Agreement and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof."

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 16 OCT 2023, in Pasay City, Metro Manila.

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



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

**For the Contractor:  
MCCD ENGINEERING  
SERVICES AND TRADING**



By: **MR. MARIO N. CHAN**  
Authorized Representative

**WITNESSES**



**MINDARADAT R. MAMAD**  
CHIEF ACCOUNTANT

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DFA Chief Accountant



**GILDA S. YANO**

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MCCD ENGINEERING  
SERVICES AND TRADING

**ACKNOWLEDGMENT**

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

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on DEC 1 8 2023 personally appeared **ANTONIO A. MORALES** Undersecretary and Head of Procuring Entity of the Department of Foreign Affairs and Mr. **MARION N. CHAN**, General Manager of **MCCD ENGINEERING SERVICES AND TRADING**, known to me to be the same persons who executed the foregoing **AGREEMENT FOR THE EMERGENCY PROCUREMENT FOR THE DFA MAIN BUILDING LIFT STATION PUMP'S REPAIR AND REHABILITATION**, which instrument consists of \_\_\_\_\_ 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 present.

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	D000 9237A	MANILA	07 DEC 2021
MARIO N. CHAN	000 2350	MANILA	10-02-1989

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. W1  
Series of 2023.

**ATTY. ROBERTO BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
Commission No. Adm. Matter No. NP 158 (2023-2024)  
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024  
PTR O.R. No. 3916669-D 01/03/2023 / Roll No. 33832 / TIN # 129-871-009-000  
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025  
Address: 31-F Harvard St. Cubao, Q.C.