

**AGREEMENT FOR THE
PROCUREMENT OF FLAGS AND SIMILAR SUPPLIES FOR
THE DEPARTMENT OF FOREIGN AFFAIRS FOR CY 2023**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Flags and Similar Supplies for the Department of Foreign Affairs (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 04 MAY 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 Undersecretary for Administration and Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

ATLAS SUPER FLAGS (hereinafter, the CONTRACTOR), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, as evidenced by the submitted Department of Trade & Industry (DTI) Certificate of Business Registration with Business Name No. 1188962 (ANNEX "A"), with principal office address at 1009 Rizal Avenue, Sta. Cruz, Manila, represented **MR. GREGORY D. TAN GATUE, JR.**, who is duly authorized to enter into this Agreement pursuant to the Authority of the Signatory / Special Power of Attorney dated, a copy of which is attached as ANNEX "B" and made an integral part of this AGREEMENT.

Collectively referred to as the **PARTIES**.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited Bids for the Procurement of Flags and Similar Supplies for the Department of Foreign Affairs, and has accepted a bid by the CONTRACTOR in the sum of **One Million Five Hundred Ninety-Four Six Hundred Thirty-Five Pesos and Fifty Centavos (PhP1,594,635.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes (VAT) and other lawful charges;

WHEREAS, this AGREEMENT, undertaken pursuant to BAC Resolution No. CPM-PB-11-2023 dated 24 April 2023 (ANNEX "C"), complies with the applicable provision of the Republic Act No. 9184 and its Implementing Rules and Regulation;

WHEREAS, it is understood that there exists no employer-employee relationship between the Procuring Entity and the Contractor and their respective officers, employees and representatives.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, this Agreement, the General Conditions of the Contract (GCC), Special Conditions of the Contract (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.

WHEREAS, this Agreement shall be binding on the parties' respective successors or assigns.

WHEREAS, 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.

WHEREAS, this Agreement shall be governed, construed, and enforced in accordance with Philippine laws, rules and regulations.

WHEREAS, 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 reached 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. 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. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.

Two handwritten signatures in black ink are located on the left side of the page. The top signature is a stylized, cursive 'S' or similar character. The bottom signature is a more complex, angular scribble.

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

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

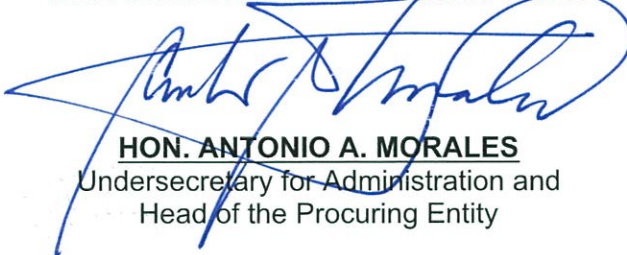
The following documents are also attached and made integral parts of this AGREEMENT:

- ✓ ANNEX D – Bid Form
- ✓ ANNEX E – Certificate of Availability of Funds (CAF)
- ✓ ANNEX F – Technical Specifications/Terms of Reference
- ✓ ANNEX G – Supplemental Bid Bulletin No. 1
- ✓ ANNEX H - General Condition of the Contract (GCC)
- ✓ ANNEX I - Special Conditions of the Contract (SCC)
- ✓ ANNEX J - Performance Bond/Security

2. The **CONTRACTOR** shall deliver the Flags and Similar Supplies to the Procuring Entity within the period stated in the Technical Specifications / Terms of Reference (Annex F).
3. For and in consideration of the delivery of the goods and services, the **PROCURING ENTITY** shall pay the **CONTRACTOR** the Contract Price. The terms of payment shall be made in accordance with the Technical Specifications / Terms of Reference (Annex F).

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 04 MAY 2023, in Pasay City, Metro Manila.

For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS



HON. ANTONIO A. MORALES
Undersecretary for Administration and
Head of the Procuring Entity

For the Contractor:
ATLAS SUPER FLAGS



GREGORY D. TAN GATUE, JR.
Authorized Representative

WITNESSES



JOVY F. FERRER
Acting Chief Accountant, DFA



CARMELITA U. TAN GATUE
Manager

ACKNOWLEDGEMENT

Republic of the Philippines }
Pasay City } S.S.

MAY 04 2023

BEFORE ME, a Notary Public for and in Pasay City, Philippines, on this _____ day of _____ 2023, personally appeared **The Honorable ANTONIO A. MORALES**, Undersecretary for Administration of the Department of Foreign Affairs and Head of the Procuring Entity (HOPE) and **GREGORY D. TAN GATUE, JR.**, authorized representative of ATLAS SUPER FLAGS known to me to be the same persons who executed the foregoing **Agreement for the Procurement of Flags and Similar Supplies for the Department of Foreign Affairs for CY 2023** which instrument consists of four (4) 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 acknowledge 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 exhibited to me, the same bearing:

NAME	Government Issued ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	Philippine Passport D0009237A	DFA Manila	07 December 2021
GREGORY D. TAN GATUE, JR.	Philippine Passport P8407394A	DFA Manila	17 August 2018

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

[Handwritten signatures]

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Page No. 75
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Series of 2023.

AGCS LAW OFFICE MANILA
LEGAL AND PARALEGAL
TIN NO. 604-582-848

City of Manila

NOTARY PUBLIC

[Handwritten signature of Atty. Roland E. Las Piñas]

ATTY. ROLAND E. LAS PIÑAS

Notary Public for Manila

Notarial Commission No. 2023-016

Roll of Attorneys No. 84035

PTR No. 082204 / 01.03.2023

IBP Membership No. 292700 / 01.05.2023

MCLE Exempted G.B.O. No. 1, s...