

AGREEMENT FOR OPERATION, PREVENTIVE, MAINTENANCE AND REPAIR OF THE VENTILATION AND AIR CONDITIONING SYSTEM OF THE DEPARTMENT OF FOREIGN AFFAIRS FOR THE PERIOD OF JANUARY-DECEMBER 2024

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Operation, Preventive Maintenance and Repair of the Ventilation and Air Conditioning System of the Department of Foreign Affairs for the Period of January-December 2024 (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 02 JAN 2024, 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 and Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

MCCD ENGINEERING SERVICES & 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 DTI Certificate dated May 21, 2020 as ANNEX A, with principal office address at RVK Bldg., Kumintang Ibaba, Batangas City represented by **Mr. Mario N. Chan**, its owner and sole proprietor who is duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement dated 28 November 2023, copy of which is attached as ANNEX B and made an integral part of this AGREEMENT.

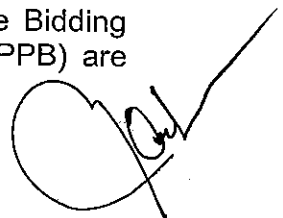
WITNESSETH:

WHEREAS, the PROCURING ENTITY invited bids for the Operation, Preventive Maintenance and Repair of the Ventilation and Air Conditioning System of the Department of Foreign Affairs Main Building and Office of Consular Affairs in ASEANA Building for the Period of January-December 2024, and has accepted a bid by the CONTRACTOR to provide said services in the total contract price of **Seven Million Six Hundred Thousand and One Hundred Persos (Php 7,600,100.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. SMC-PB-43-2023 dated 15 December 2023, 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 definitions included in the General Conditions of Contract (GCC) as well as the Special Condition of Contract (SCC), if included, of the Philippine Bidding Documents issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this Agreement.

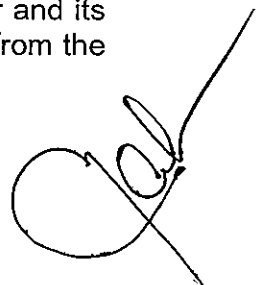


2. The following documents are also attached and made integral parts of this Agreement:

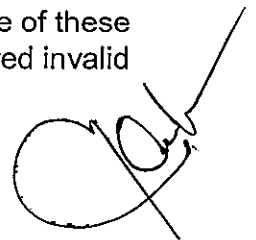
ANNEX A.	DTI Registration
ANNEX B.	Omnibus Sworn Statement
ANNEX C.	BAC RESO and Notice of Award
ANNEX D.	Bid Form
ANNEX E.	Certificate of Availability of Funds
ANNEX F.	Technical Specifications
ANNEX G.	General Conditions of Contract
ANNEX H.	Special Conditions of Contract
ANNEX I.	Performance Bond/Security

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 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 Specifications attached in Annex F.
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 VI of the Technical Specifications (Annex F).
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

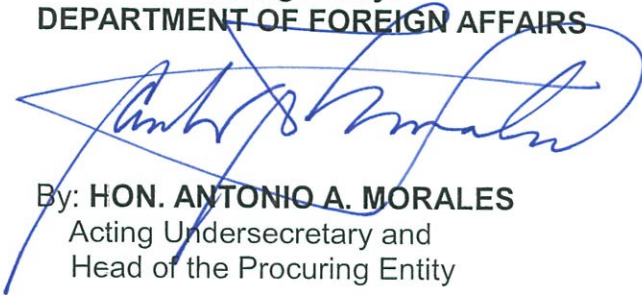
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or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.”

15. **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 02 JAN 2024, 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:
MCCD Engineering Services
& Trading**



By: **MARION CHAN**
Authorized Representative

WITNESSES



MINDARADAT R. MAMAD
CHIEF ACCOUNTANT

DFA Chief Accountant



GILDA YASO

MCCD Engineering
Services & Trading

ACKNOWLEDGEMENT

Republic of the Philippines)

MAKATI CITY) s.s.

MAKATI CITY

FEB 08 2024

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____, personally appeared HONORABLE ANTONIO A. MORALES, Acting Undersecretary and Head of Procuring Entity of the Department of Foreign Affairs and MARIO N. CHAN, Authorized Representative of MCCD ENGINEERING SERVICES AND TRADING, known to me to be the same persons who executed the foregoing AGREEMENT FOR **Operation, Preventive Maintenance and Repair of the Ventilation and Air Conditioning System of the Department of Foreign Affairs for the Period of January-December 2024** which instrument consists of 5 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	D0009237A	MANILA	12/07/2021
MARIO N. CHAN	1222 655	Calapan	11/8/24

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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Series of 2024

ATTY. JOEL FERRER FLORES
Notary Public for Makati City
Until December 31, 2024
Appointment No. M-115(2023-2024)
Roll Of Attorney No. 77376
MCLE Compliance VIII No.0001393
Jan. 3, 2023 until Apr. 12, 2028
PTR NO.10073945/Jan. 2, 2024/Makati City
IBP No.330740/Jan. 2, 2024/Pasig City
1107 Bataan St., Guadalupe Nuevo, Makati City



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

30 JAN 2024

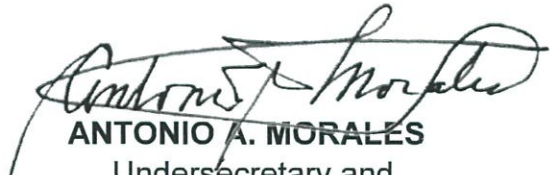
NOTICE TO PROCEED

Madam:

Please be informed that, pursuant to the Notice of Award signed by the Undersecretary and Head of the Procuring Entity, MCCD Engineering Services & Trading is hereby given Notice to Proceed with the implementation of the ***Contract for Operation, Preventive Maintenance, and Repair of the Ventilation and Air Conditioning System of the Department of Foreign Affairs for the Period of January-December 2024*** in the total amount of **Seven Million Six Hundred Thousand and One Hundred Pesos (PhP 7,600,100.00) only**, inclusive of all taxes and other lawful charges.

This Notice is being issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act of 2003" and shall take effect upon receipt hereof.

Very truly yours,



ANTONIO A. MORALES

Undersecretary and
Head of the Procuring Entity

Ms. GILDA S. YANO
Project Manager
MCCD Engineering Services & Trading
RVK Bldg., Kumintang Ibaba
Batangas City