

AGREEMENT FOR THE PROJECT MANAGEMENT OF THE RETROFITTING OF THE DFA HEADQUARTERS

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the procurement of THE PROJECT MANAGEMENT OF THE RETROFITTING OF THE DFA HEADQUARTERS, entered into in **QUEZON CITY** Philippines, on 16 OCT 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 for Administration and Head of the Procuring Entity (**HOPE**) **HONORABLE ANTONIO A. MORALES**,

and

FILIPINAS DRAVO CORPORATION (hereinafter, the **CONSULTANT**), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted SEC Certificate dated 13 of December 1979 as **ANNEX "A"**, with business address at V. Aurora St. Villa Aurora Subdivision Brgy. Loyola Heights Aurora Blvd., Quezon City, Philippines, represented by its President and CEO **PAOLO RAYNOR E. SALVOSA**, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 20 of August 2024, 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 procurement of the Department's **PROJECT MANAGEMENT OF THE RETROFITTING OF THE DFA HEADQUARTERS** to be completed within Forty (40) Months upon receipt of the notice from the End-user and has accepted a bid by the **CONSULTANT** to provide the said services in the amount of **Fifty Nine Million Six Hundred Twelve Thousand Pesos only (PHP 59,612,000.00)**, (hereinafter, the **Contract Price**) inclusive of all applicable taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to DFA Bids and Awards Committee BAC Resolution No. **EBB-PB-18-2024** dated 01 October 2024, and Notice of Award (**ANNEX "C"**), complies with the applicable provisions of 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 provisions in the Philippine Bidding Documents which are not otherwise provided herein or in any of the annexes to this Agreement shall form part of the contract;
2. The following Annexes are also attached and made integral parts of this Agreement:
 - 2.1. Annex "D" - Certificate of PhilGeeps Registration
 - 2.2. Annex "E" - Certificate of Availability of Funds (CAF) and Multi-Year Contract Authority (MYCA)
 - 2.3. Annex "F" - Terms of Reference



- 2.4. Annex "G" - General Conditions of the Contract
- 2.5. Annex "H" - Special Conditions of the Contract
- 2.6. Annex "I" - Performance Security Certificate

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 Terms of Reference (ANNEX "F") shall be controlling.

- 3. The CONSULTANT shall deliver the goods and services to the PROCURING ENTITY within the period prescribed in the Terms of Reference.
- 4. The CONSULTANT shall ensure that each of its personnel/employees assigned to enter and perform work 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.

- 5. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONSULTANT the Contract Price in the amount of **Fifty Nine Million Six Hundred Twelve Thousand Pesos only (PHP 59,612,000.00)** by bank transfer from the Land Bank of the Philippines (LBP) through a List of Due and Demandable Accounts Payable (LDDAP) scheme within thirty (30) working days from receipt of the invoice and complete supporting documents. The terms of payment shall be in accordance with the provisions stated in item "XIV" of the Terms of Reference, which is attached to and made an integral part of this Agreement.

- 6. In view of the payment through LDDAP, the CONSULTANT shall provide the following to the Procuring Agency:

Account Name: Filipinas Dravo Corporation
Account Number: 127770002772
Bank Name: Philippine National Bank
Bank Branch/Address: Q.C.-Katipunan-Aurora Blvd. Branch/ Aurora Blvd.,near PSBA, Brgy.Loyola Heights, Quezon City

- 7. The CONSULTANT shall issue an official receipt to the Procuring Agency for the payment made, as proof and acknowledgment of receipt of such payment.

- 8. This Agreement shall be effective upon compliance with the issued Notice from the End User or upon the signing of this Agreement for a period of Forty (40) months, or until compliance by both Parties of their respective undertakings including the expiration of the Warranties hereunder, whichever occurs last, unless earlier terminated.

- 9. This Agreement shall be binding on the parties' respective successors or assigns.

- 10. The general provisions of this Agreement are as follows:

- a. **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 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. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines to the exclusion of all other venues. 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 court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of other venues.

b. **Governing Law and Jurisdiction.** – This Agreement shall be governed, construed, and enforced in accordance with Philippine law, rules, and regulations.

c. **Liability of the Consultant** - The Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

d. **No Employer-Employee Relationship** - This Contract does not establish any employer-employee relationship between the DFA, the CONSULTANT, being an independent consultant, and the latter's employees, agents, representatives, or subcontractors.



e. **Indemnity** - The Consultant shall hold the DFA free and harmless from, and hereby binds and obligates itself to indemnify the DFA 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 Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Consultant and/or of its employees, agents, representatives, or sub-contractor.



f. **Force Majeure** - The DFA and the Consultant 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 DFA and the CONSULTANT in so far 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 Contract.



g. **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 Contract 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.

h. 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 as a result of willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.

i. **Third Party** - Any other contract or agreement entered into by the CONSULTANT and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Consultant 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.

j. **Non-Assignability** - 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.

k. This Agreement, the GCC, Special Conditions of the Contract (SCC) and the Terms of Reference 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.

18. Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

19. 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 Contract 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.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 16 July 2024 in Pasay City, Metro Manila.

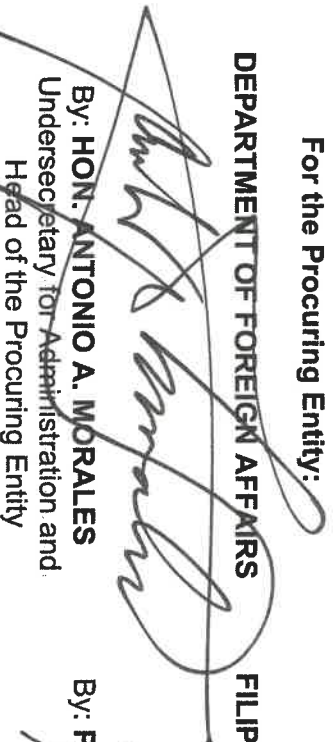
QUEZON CITY

For the Procuring Entity:

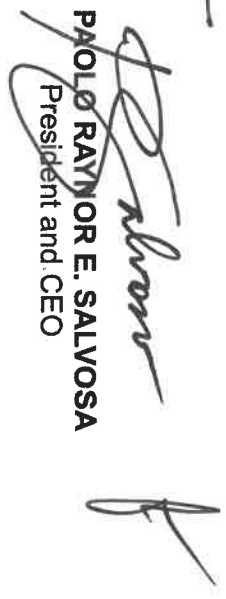
For the CONSULTANT:

DEPARTMENT OF FOREIGN AFFAIRS

FILIPINAS DRAVO CORPORATION



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



BY: **PAOLO RAVNOR E. SALVOSA**
President and CEO

MIND HEADART MAMADO
CHIEF ACCOUNTANT

DFA Chief Accountant

WITNESSES

FILIPINAS DRAVO CORPORATION

ACKNOWLEDGEMENT
Republic of the Philippines

QUEZON CITY

NOV 15 2024

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on , personally appeared **HONORABLE ANTONIO A. MORALES**, Undersecretary for Administration of the Department of Foreign Affairs and **PAOLO RAYNOR E. SALVOSA**, President and CEO of FILIPINAS DRAVO CORPORATION, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PROJECT MANAGEMENT OF THE RETROFITTING OF THE DFA HEADQUARTERS 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	DD013516A	DFA- MANILA	08 MAR 2024
PAOLO RAYNOR E. SALVOSA	5948-2397-8416-0150	Quezon City	25 November 2022

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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ALPHEUS D. MACALALAD
Notary Public

Quezon City, Appointment No. NP-070 (2024-2025)
valid until 31 December 2025
Roll of Attorneys No. 59621
PTR No. 5670261 - 01/17/2024 - Quezon City
IBP No. 425889 - 01/19/2024 - Quezon City
MCLE Compliance No. VII - 0017580
24 First Street, St. Ignatius Village, Quezon City, Metro Manila