

**CONTRACT OF SERVICE****KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is made and entered into by and between:

The **PHILIPPINE OVERSEAS CONSTRUCTION BOARD** of the Construction Industry Authority of the Philippines, mandated to oversee the development, promotion, regulation of construction and related engineering services exports and providing them the enabling environment to make them globally competitive, with principal office address at 5/F Executive Building Center, 369 Sen. Gil J. Puyat Avenue, Makati City, Philippines, represented herein by its Executive Director and CIAP Director-in-Charge, **DORIS U. GACHO**, and hereinafter referred to as "**CIAP-POCB**,"

- AND -

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a national government instrumentality attached to the Department of Trade and Industry (DTI), with its office address located at the Golden Shell Pavilion, ITC Complex, Sen. Gil J. Puyat Avenue corner Roxas Boulevard, Pasay City, represented herein by its Executive Director, **PAULINA SUACO-JUAN**, and hereinafter referred to as "**CITEM**."

**WITNESSETH**

**WHEREAS**, the **CIAP-POCB** is an agency mandated to oversee the growth and development of Philippine construction and related engineering services exports into globally competitive products through strategic promotions;

**WHEREAS**, the **CIAP-POCB** is the co-organizer of the **Philippine Business Forum and Business Matching Activities** on 15-16 December 2021, as among the business events in connection with the Philippines participation in EXPO DUBAI;

**WHEREAS**, the above Philippine business events are important endeavor as they are supplementary activities to the Philippines' participation in EXPO DUBAI that will link Philippine stakeholders to potential business and trade contacts in the Middle East in preparation for the High-Level Business Delegation to the Middle East in February 2022;

**WHEREAS**, to be able to achieve this vision, **CIAP-POCB** requires the services of a professional trade promotion organization to ensure that the requirements are managed and delivered according to the theme and arrangements of the National Organizing Committee of the Dubai Expo;

**WHEREAS**, organizing online business events of such nature would require a level of expertise or attention beyond the optimum in-house capability of the **CIAP-POCB**;

**WHEREAS**, **CITEM** is mandated to promote the Philippines as a reliable source of quality export products and services in the global market through trade fairs, missions and other export promotion programs, taps its in-house creative designers / artists in the design and conceptualization of its creative online requirements;

**WHEREAS**, the **CITEM** has the sufficient expertise, capability, and capacity to render the services required under the project and is determined by the **CIAP-POCB** to be legally, technically, and financially capable service-provider;



**WHEREAS, CIAP-POCB, through the adoption of Alternative Mode of Procurement specifically Agency to Agency, engaged the services of CITEM as the professional creative services provider of the Philippine Business Forum and Business Matching Sessions on Construction and Related Engineering Services** in connection with the Philippine participation in World Expo 202 Dubai, to ensure that the desired online event components and creative requirements are managed and executed in time for the participation;

**WHEREAS, this contract is pursuant to DTI BAC Resolution No. \_\_\_\_ s. 2021, a resolution recommending to award the contract for the HIRING OF CREATIVE SERVICES PROVIDER FOR THE PHILIPPINE BUSINESS EVENTS IN CONNECTION WITH THE PHILIPPINES PARTICIPATION IN EXPO DUBAI, using Alternative Mode of Payment (Agency-to-Agency) in favor of the Center for International Trade Expositions and Missions (CITEM);**

**NOW THEREFORE, for and in consideration of the foregoing premises and stipulations hereunder stated, the Parties have mutually agreed to this Contract under the terms and conditions as both acceptable and beneficial to herein parties, outlining their respective undertakings in the implementation of said objective, as follows:**

- I. **TITLE OF THE PROJECT.** Creative Services for the Philippine Online Business Events for the Construction and Related Engineering Services Sector, hereafter referred to as the "Project."
- II. **OBLIGATIONS OF THE POCB.** The POCB shall act as Project Owner for the Philippines Online Business Events for the Construction and Related Engineering Services Sector.
- a. Pay the amount of **Eight Hundred Ninety-Seven Ninety-Two Pesos (PhP897,092.00)** inclusive of taxes, to CITEM to cover the creative requirements and service fees in connection with the Project, subject to applicable laws and government budgeting, accounting, and auditing rules and regulations;
  - b. Consolidate and furnish CITEM with the information, images, content and materials for the production of the creative outputs;
  - c. Process approval of all information, communication and materials related to the project;
  - d. Issuance of Certificate of Availability of Funds to CITEM;
  - e. Designate a focal person or counterpart coordinator to handle coordination with CITEM.
- III. **OBLIGATIONS OF CITEM.** CITEM shall act as overall Project Manager for the production of the Creative Outputs/Services for the Philippines Online Business Events for the Construction and Related Engineering Services with responsibilities, as follows:
- a. Provide the following services for the Philippines Online Business Events for the Construction and Related Engineering Services Sector:
    - Use & Facilitation of Zoom for Online B2B
    - Design and Layout of E-cards
    - Design and Layout of Social Media Cards
    - Design and Layout of One (1) Lookbook
    - Press Release Development and Seeding (3 Press Releases)



- b. Utilize existing photos and content / text provided by POCB and other partners / participants (as needed) as reference materials for the creative outputs;
- c. Produce and submit the creative outputs based on the agreed specifications and standards;
- d. Facilitate communication and coordination with POCB to ensure adherence to the commitment and objectives of this Contract;
- e. Assign a CITEM Project Officer who shall coordinate with POCB on the deliverables and commitments of the Project;
- f. Apply maximum of three (3) revisions only; further revision after the third will incur charges; and
- g. Ensure that all parties herein will faithfully comply with their respective undertakings / deliverables for the successful implementation of the project;

#### IV. TIMETABLE

ACTIVITY	INCLUSIVE DATES
<u>Philippine Business Mission</u>	
• Preparation of the creative outputs	November 2021 – 1 <sup>st</sup> – 4th week
• Submission of Creative Outputs to POCB	01 – 14 December 2021
• (Online) Business Event Proper	Forum: 15 December 2021 B2B: 16 & 20 December 2021

#### V. PAYMENT TERMS

Full payment shall be remitted to CITEM within 30 days upon delivery of all creative outputs and services, final invoice and issuance of certification by POCB's authorized representative as to the Satisfactory Completion of Service in accordance with this COS for the Creative Services for the Philippine Online Business Events for the Construction and Related Engineering Services Sector.

#### VI. EFFECTIVITY

- a. This CONTRACT shall be effective upon the signing hereof by all the Parties and shall be valid until 31 January 2022 or until such time the undertakings have been fully delivered, executed and accepted, whichever comes later;
- b. The Parties, may, whenever necessary, renew, extend, amend, revise, this CONTRACT; provided however, it shall be thru a written instrument duly executed and signed by the Parties, executed with the same formality as this CONTRACT; and acknowledged before a notary public;

#### VII. MISCELLANEOUS PROVISIONS

- a. Each output to be undertaken under this CONTRACT shall be coordinated with the POCB and approved by the proper authority;

*[Handwritten signatures and initials]*

- b. This CONTRACT must not be in conflict with existing laws, legal orders, procedures or rules and regulations, otherwise the pertinent provision/s violating or conflicting with the same will be void, if any provision of this CONTRACT is held invalid or declared contrary to law; the validity of the other conditions or provisions shall not be affected. The Parties agree to mutually find the best possible legal solution/alternative to the same in order to achieve and accomplish the purpose of the CONTRACT;
- c. CITEM shall issue an Official Receipt to acknowledge in writing the receipt of the funds from POCB;
- d. Should there be conflict or disagreement arising from the interpretation and implementation of this CONTRACT, the Parties shall mutually agree to arrive at an amicable solution by mutual consultation, taking into consideration the objectives for which this CONTRACT is executed. In case the Parties fail to amicably settle their dispute, the same shall be resolved in the manner prescribed under Chapter 14, Book IV of the Administrative Code of 1987;
- e. In the performance of their obligations under this CONTRACT, the Parties shall ensure the privacy and security of any and all confidential, privileged, personal, and/or sensitive personal information that the Parties and their officers, employees, or agents may have access to; and shall store, use, process, and dispose the said information in accordance with Republic Act No. 10173 or the "Data Privacy Act of 2012", its implementing Rules and Regulations, and applicable National Privacy Commission issuances. Any violation of this clause and any of the provisions of the said law and issuance by the aforementioned persons shall be subject to corresponding sanctions, penalties, and/or criminal liability. This clause shall survive the termination or expiration of this CONTRACT;
- f. All intellectual properties produced and/or used in the course of the implementation of this CONTRACT shall be subject to Republic Act No. 8293 or the Intellectual Property Code of the Philippines, as amended, and its IRR and to applicable provisions of the Civil Code;
- g. No failure, omission, or delay by any of the Parties in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. Any waiver, however, shall not be valid unless made in writing and signed by the Parties or their authorized representative, and such waiver shall be effective only in the specific instance and the purpose for which it was given;
- h. This CONTRACT, including its annexes, if any, contains all covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make any statement, representation, promise or Contract not set forth herein of which the Parties shall not be bound or be liable for.

IN WITNESS WHEREFORE, the foregoing premises considered, the parties hereto and their witnesses hereunto affixed their signatures this DEC 10 2021, 2021, in PASAY CITY Philippines.

**CIAP-PHILIPPINE OVERSEAS  
CONSTRUCTION BOARD**

  
**DORIS U. GACHO**  
Executive Director

**CENTER FOR INTERNATIONAL TRADE  
EXPOSITIONS AND MISSIONS**

  
**PAULINA SUACO-JUAN**  
Executive Director

Signed in the presence of:

  
**ROSEMARIE M. DEL ROSARIO**  
POCB Project Officer

  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director, CITEM

  
**MALERNA C. BUYAO**  
Division Chief – Controllership, CITEM

Certification of Availability of Funds:

  
**JAYMIE A. VILLONES**  
CIAP Budget Officer



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF PASAY CITY )

**PASAY CITY**

DEC 10 2021

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, on \_\_\_\_\_  
2021 personally appeared the following with their competent evidence of identity:

Name	CEI No.	Issued at	Issued on
Doris U. Gacho			
Paulina Suaco-Juan			

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

I FURTHER CERTIFY that the foregoing instrument consisting of Seven (7) pages has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date, year and place above written.

Doc. No. 332 :  
Page No. 68 :  
Book No. 4 :  
Series of 2021

*[Signature]*  
**MA. GLENN L. JAIME**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021

COMMISSION NO. 20-04  
ROLL NO. 27302  
TR NO. 7352950 PASAY CITY 1/4/20  
ISP NO. AR30761562/1-5-2021  
MCLE COMPL. NO. VI-0012231  
ISSUED ON SEPTEMBER 13, 2018  
VALID UNTIL 4-14-22  
ADDRESS STALL #1 UNIT 54 ARNAL  
AVENUE PASAY CITY, NLM