

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

This Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a government instrumentality attached to the Department of Trade and Industry, with office address at the Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its Executive Director **PAULINA SUACO-JUAN**, hereinafter referred to as CITEM;

-and-

ASIA GULF TRADING LLC (FILFOOD), a duly registered food company under the laws of the United Arab Emirates with office address at PO Box 70531, Abu Dhabi, United Arab Emirates, represented in this act by its Executive Director, **JOSE MA. JEROME PETER B. TUANO**, hereinafter referred to as ASIA GULF TRADING LLC;

WITNESSETH:

WHEREAS, CITEM, the government agency mandated to actively promote Philippine exports through the organization of trade fairs and selling missions, is organizing the **Philippines' Participation in SIAL Middle East 2019 and In-Store Promotion on December 2019** in Abu Dhabi, UAE, one of the Trade Promotion Business Events in connection with **Launch of the Philippines' Participation in EXPO 2020 DUBAI** on December 2019.

WHEREAS, there is a need to engage the services of an **F&B Event Organizer** that can organize and implement food-related events for the project, such as: cooking demonstration, food sampling and Opening Reception activities.

WHEREAS, the Bids and Awards Committee (CITEM-BAC) has conducted **Small-Value Procurement Bidding** in accordance with **RULE XVI** of RA 9184 for obtaining the best possible advantages in the form of the lowest possible price for the above-mentioned works without, however, sacrificing quality.

WHEREAS, only one (1) have submitted their respective sealed bids to CITEM - BAC wherein **ASIA GULF TRADING LLC** was declared as the lowest calculated responsive bidder;

WHEREAS, based on the representation made and documents submitted their financial bid for the abovementioned requirement;

WHEREAS, upon careful examination and evaluation, the CITEM-BAC found and declared **ASIA GULF TRADING LLC** as the official **F&B Event Organizer** for the **Philippines' Participation in SIAL Middle East 2019**.

HOWEVER, due to the collective decision of the project lead of the In-Store Promotion, the Export Marketing Bureau (EMB), and the Philippine Trade & Investment Center - Dubai (PTIC-Dubai), and as approved by the Expo Secretariat, the said project has been cancelled;

WHEREAS, CITEM agrees that the **F&B Event Organizer** shall only deliver scope of work in connection with the pursued project, the **Philippines' Participation in SIAL Middle-East 2019**;

NOW THEREFORE, for and in consideration of the foregoing premises the **PARTIES HEREBY EXECUTE THIS Contract of Services** outlining the responsibilities of the **F&B Event Organizer** for the **Philippines' Participation in SIAL Middle East 2019**, as follows:

ARTICLE I. Scope of Work

1. Handle the procurement of suppliers, manpower and other service providers necessary in the implementation of the sampling activities of the **Philippines' Participation in SIAL Middle East** project;
 - i. Ensure delivery of requirements such as program, administrative requirements, and other relevant materials or documents, as may be required by CITEM with regards to the deliverables expected, for the implementation and management of the food sampling activities;

- i. Prepare delivery of documents for compliance of the government procurement, budget, and accounting and auditing rules and regulations; and
 - ii. Submit necessary documents, progress reports, and other documents, as required by CITEM.
2. Undertake cooking demonstration and food sampling activities for guests and visitors at the Philippine Pavilion in SIAL Middle East 2019 during the agreed/ operating hours of the event;
 3. Engage Filipino chefs (at least one Head Chef assigned for the SIAL cooking demo) to prepare menu using Filipino food products from the exhibitors;
 4. Source/purchase the ingredients, materials and cooking demonstration paraphernalia to be used for the cooking demonstration;
 5. Handle all involved components for the cooking demonstration: preparations, set-ups, replenishment, logistics, disposal, etc.; and
 6. Handle the preparation and presentation of the culinary demo samples.

Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay the Contractor the amount of PHP 471,712.50 inclusive of taxes.


Article 3. General Conditions

1. All deliveries/undertaking shall be subjected to inspection by CITEM. Poor quality execution of work is to be rejected/withdrawn at the expense of the Contractor; and CITEM has the right to impose penalty and/or cancel this Contract of Services;
2. That in case of material breach or cancellation of the contract, the contractor shall be liable to pay CITEM damages equivalent to the amount of this undertaking.
3. Without prejudice to the immediately preceding paragraph, CITEM may terminate this contract by giving appropriate notice to the Contractor. After termination, CITEM shall no longer be held liable for the payment of any fees.
4. CITEM may avail itself of such remedies as may be necessary and appropriate in the premises.
5. The Contractor shall deploy sufficient number of technically competent team of supervisors and workers to work on the project. The supervisors will be responsible for on-site supervision, and to that effect liaison with CITEM and its designated representative.
6. Contractor shall hold CITEM and its agents/officers free from any and all liabilities, suits actions, demands or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by its personnel incident to or in connection with the services under this agreement.
7. The Contractor agrees, to indemnify, protect and defend at its own expense CITEM and its officers/agents from and against all actions, claims and liabilities arising out of acts done by its personnel/representatives in the performance of the services.
8. The Contractor hereby warrants that it has not given nor promised to give any amount of money, gift or favors to any CITEM official or employees and other third parties in order to secure this agreement.
9. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.



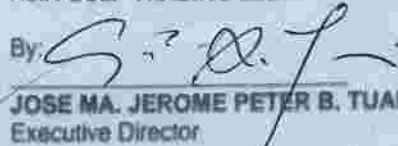
IN WITNESS WHEREOF, the parties have affixed their signatures on this _____ day of _____, here at Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS

By: 

PAULINA SUACO-JUAN
Executive Director


ASIA GULF TRADING LLC

By: 

JOSE MA. JEROME PETER B. TUANO
Executive Director

Signed in the presence of:


MA. LOURDES D. MEDIRAN
Supervising Deputy Executive Director



JANET M. TUANO
COMMERCIAL DIRECTOR,
ASIA GULF TRADING, LLC.

SIGNED

MALERNA C. BUYAO
OIC, Controllership Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY)S.S

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____ day of _____ personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN		
JOSE MA. B. TUANO	Passport No. P3526632B	PE Abu Dhabi / 15 OCT 2019

known to me and to me 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 as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of four (4) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and date first-written above.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020