

## CONTRACT OF SERVICES

CS 200093

## 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-

**ALL TRANSPORT NETWORK, INC. (Alta Fairs & Exhibits)**, freight forwarder authorized to conduct business in the Philippines with office address at No. 3 Sta. Agueda Avenue, Pascor Drive, Sto. Nino, Paranaque City, represented in this act by its Chief Operating Officer, **THEODORE ANTON ABE T. ESTRADA**, hereinafter referred to as the **FORWARDER**;

## WITNESSETH:

**WHEREAS**, CITEM, the government FORWARDER mandated to actively promote Philippine exports through the organization of trade fairs and selling missions, is organizing the Philippine participation in Fuorisalone 2020 on April 20-26, 2020 in Milan, Italy;

**WHEREAS**, there is a need to contract the services of a shipment/freight forwarder for the Philippine participation in Fuorisalone 2020 for the shipment of goods;

**WHEREAS**, the CITEM Bids and Awards Committee (CITEM- BAC) has conducted Direct Contracting procurement activity in accordance with RA 9184 wherein ALTA FAIRS & EXHIBITS is the logistics partner in Manila, Philippines of Expotrans which is the official freight forwarder and custom broker in Fiera Milano;

**WHEREAS**, ALTA FAIRS & EXHIBITS, a division of All Transport Network, Inc., is the official logistics partner in the Manila, Philippines (for the custom clearance and delivery of the exhibition items for Fuorisalone) of Expotrans SpA, the official freight forwarder and customs broker in Fuorisalone 2020;

**WHEREAS**, ALL TRANSPORT NETWORK, INC. and ALTA FAIRS & EXHIBITS refer to one and the same company and that the SEC registered name is **ALL TRANSPORT NETWORK, INC.** Alta Fairs & Exhibits is a division/department under All Transport Network Inc., created to cater the fairs, exhibitions, white gloves and fine arts logistics industry;

**WHEREAS**, ALL TRANSPORT NETWORK, INC. (Alta Fairs & Exhibits) submitted its quotation as indicated in the Abstract of Quotation;

**WHEREAS**, ALL TRANSPORT NETWORK, INC. (Alta Fairs & Exhibits) is able and willing to ship the goods for the above-mentioned project;

**WHEREAS**, upon careful examination and evaluation, the BAC found and declared **ALL TRANSPORT NETWORK, INC. (ALTA FAIRS & EXHIBITS)** as the Official Freight Forwarder for the Philippine participation in FUORISALONE 2020 for the period 20 February 2020 to 22 March 2020;

**NOW THEREFORE**, for and in consideration of the foregoing premises the parties have hereunto execute this contract of services under the following terms and conditions:

Ant

### Article 1. Scope of Services

1. The Forwarder shall provide services and necessary labor and materials and abide with the specifications stated hereunder:

1x 40' container (Approx 45 cbm)	
Origin charges	: USD 885.00
Forwarding charges	: USD 3,910.00
Destination charges	: USD 7,997.10
Including Italian VAT 22%	
Estimated Total	: USD 12,792.10
Estimated Pro-ration per cbm	: USD 284.27
Plus: Service charge @USD50.00/exhibitor	
Plus: Duties and Taxes, Demurrage/Detention, storage charge, Port and other third party	
Charges will be billed at cost plus disbursement fee.	
Note:	
1. Final computation / billing will be based on the actual volume of cargo per exhibitor (minimum of 1 cbm per exhibitor);	
2. actual ForEx in time of departure will apply;	
3. final charges will be based on the actual total volume consolidated into the container	

### 2. SCOPE OF WORK AND OUTPUT:

1. ALTA shall, prior to shipment date, notify CITEM of the shipment details for the latter's confirmation and approval:
  - a. Name of ports to engaged : Manila & Milan Italy
  - b. Estimated Date of Departure Manila : February 20, 2020
  - c. Estimated Date of Arrival La Spezia : March 22, 2020
2. The door to advance warehouse/show site, clearances and services from Manila to Milan Italy shall include the processing of documents, clearances e.g. Customs, and other documents required for the customs clearance of shipment.
3. Export documents required by Manila Customs shall be completed by ALTA and relayed to CITEM for compliance. Special clearances, e.g. BFAR, BAI, etc, will be processed by exhibitor/exporter original copies of this must be submitted to ALTA prior to exportation of shipment. Any delay resulting from insufficient information or document such as Special clearances, etc will be shouldered by your company unless the delay or loss was caused by fortuitous event or force majeure and ALTA and /or its agent is not guilty of contributory negligence.
4. ALTA shall undertake freight pre-payment of outgoing shipment. Origin, documentation expenses that shall be incurred, these include, packing and crating (if required), trucking, handling, and other door-to-advance warehouse/show site services.
5. During shipment, monitoring of movement of goods from Manila to Milan Italy and a regular shipment update of the same shall be officially communicated to CITEM through STREDO Division.
6. The shipment must reach Spazio Caraceni via Fatebenefratelli 16 on April 17, 2020 10:00 am. ALTA shall promptly notify CITEM of any potential delay in customs clearance at the earliest time possible. Turn-over of customs released cargo to official on-site contractor at advance warehouse or show site will be scheduled according to the targeted move-in schedule.

*Handwritten initials*

7. ALTA and/or its agent shall be liable for the damages sustained by CITEM and/or its Exhibitors in the event of any delay of the shipment, destruction or loss of or damage to the goods, if the occurrence which caused the delay, destruction, loss or damage so sustained took place while the goods are under the direct control and supervision of ALTA or its agent, unless the delay, damage, or loss was caused by fortuitous event or force majeure and ALTA and /or its agent is not guilty of contributory negligence. Such claim must be filed within sixty (60) days from acceptance of shipment. CITEM shall have the right to hold any or all payments and/or blacklist the forwarder. Additional expenses incurred incidental to the delay shall be for the sole account of ALTA.

### Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay the door-to-advance warehouse/show site freight charges for goods shipped based on the following rates but not to exceed the approved subsidy in the amount of **One Million Pesos Only (PHP1,000,000.00)**.

@ 1 x 40 container

Origin charges	USD 885.00
Forwarding charges	USD 3,910.00
Destination charges including Italian VAT 22%	USD 7,997.10

**Subtotal**

**USD12,792.10**

Plus: Service charge @USD50.00/exhibitor

Plus: Duties and Taxes, Demurrage/Detention, storage charge, Port and other third party charges will be billed at cost plus disbursement fee.

**(Rate of Exchange: USD 1 = PHP52.018750)**

2. Any amount exceeding the One Million Pesos subsidy of CITEM shall be shouldered by the exhibitors.
3. CITEM shall pay actual cost upon surrender of negotiable copy of Bill of Lading, Statement of Accounts and other pertinent documents, Statement of Accounts shall be duly verified by the CITEM officer designated for the said purpose along with the assigned Project Coordinator and Shipping Coordinator.

### PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of CITEM refuse to accept delivery/services from the FORWARDER for any unjustified reason to be determined by the arbitrators, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date the FORWARDER actually delivered the items/services at the subject office.
2. If the FORWARDER fails to deliver any or all of the Goods or perform the services within the period specified in the Scope of Work, the CITEM, upon written notice and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to ONE TENTH OF ONE PERCENT (1/10 of 1%) of the total value (including handling charges) of the delayed Goods/Services or the unperformed portion for each day of delay until actual delivery/performance. The maximum amount of liquidated damages shall not exceed Ten percent (10%) of the total Contract Price, in which event the CITEM shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

### TERMINATION OF THE CONTRACT

1. The CITEM may terminate this Contract if the FORWARDER does not show satisfactory performance in the delivery of services with acceptable quality based on the Scope of Work, after previous written warning/notice, PROVIDED that such termination shall not be construed as waiver of the FORWARDER's liabilities and the CITEM's right to recover the value of payment plus damages under this Contract.

*Ambr*

2. TERMINATION FOR DEFAULT

The **CITEM**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the **FORWARDER**, may terminate this Contract in whole or in part:

- a. If the **FORWARDER** fails to deliver any or all of the Goods or perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the **CITEM**; or,
- b. If the **FORWARDER** fails to perform any other obligation(s) under the Contract;
- c. If the **FORWARDER**, in the judgment of the **CITEM**, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the **CITEM**, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the **CITEM** of the benefits of free and open competition.

In the event the **CITEM** terminates the Contract in whole or in part, the **CITEM** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the **FORWARDER** shall be liable to the **CITEM** for any excess costs for such similar Goods and Services. However, the **FORWARDER** shall continue performance of the Contract to the extent not terminated.

3. TERMINATION FOR INSOLVENCY

The **CITEM** may at any time terminate the Contract by giving written notice to the **FORWARDER** if the **FORWARDER** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the **FORWARDER**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **CITEM**.

4. FORCE MAJEURE

a. Notwithstanding the provisions of Article 13 of GCC, the **FORWARDER** shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Contract is the result of Force Majeure.

b. For purposes of this section, "Force Majeure" means an event beyond the control of the **FORWARDER** and not involving the **FORWARDER's** fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure arises, the **FORWARDER** shall promptly notify the **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by the **CITEM** in writing, the **FORWARDER** shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

**ARBITRATION**

1. In case of a dispute between the **CITEM** and the **FORWARDER**, the dispute shall be resolved in accordance with Republic Act 9285 ("RA 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

*Ant*

ADDITIONAL PROVISIONS

- 1. There shall be no escalation of rates during the duration of the Contract.
- 2. This Contract shall be governed by and construed in accordance with the laws of the Philippines.
- 3. In the event any of the parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this contract, the parties hereby agreed that any such proceedings shall be brought exclusively in the proper courts of Pasay City.
- 4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures on this JUN 17 2020 day of \_\_\_\_\_, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By:

*[Signature]*  
PAULINA SUACO-JUAN  
Executive Director

ALL TRANSPORT NETWORK, INC.  
(Alta Fairs & Exhibits)

By:

*[Signature]*  
THEODORE ANTON ABE T. ESTRADA  
Chief Operating Officer

Signed in the presence of:

*[Signature]*  
ATTY. ANNA GRACE I. MARPURI  
OIC-DM, CSD

*[Signature]*  
MALERNA C. BUYAO  
Witness

*[Signature]*  
SONIA R. SAYAMAN - GENERAL MANAGER  
Witness

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay, on this JUN 17 2020 day of \_\_\_\_\_ personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
THEODORE ANTON ABE T. ESTRADA	_____	_____

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 five (5) 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.

*[Signature]*  
ATTY. JOSEPHINE SAPLALA-ABADEJOS  
NOTARY PUBLIC  
109 PASAY CITY, METRO MANILA  
NOTARY PUBLIC FOR PASAY CITY  
WITH EXPIRES ON DECEMBER 31, 2021  
REG. NO. 10842-2019-2 PASAY CITY  
COMMISSION 20-1472-2-2020/PASAY CITY  
MCLE COMPLIANCE NO. VI-0023093  
ROLL NO. 50806

Doc. No. 416  
Page No. 85  
Book No. 8  
Series of 2020