

CONTRACT OF SERVICES

CS200209f

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, based on the presentation of the end-user, CITEM, through the CITEM-BAC conducted direct contracting in engaging the services of ALTA FAIRS and EXHIBITS, as the official counterpart/logistics partner of Expotrans SpA, the official freight forwarder/customs broker in Fuorisalone 2020.

WHEREAS, ALTA Fairs & Exhibits also the official PH counterpart/logistics partner of Expotrans SpA and the official freight forwarder/customs broker in Fuorisalone 2020. was the awarded shipper for the outbound shipment.

WHEREAS, CITEM, through a BAC Resolution Number (02) – 0073 s. 2020 dated 06th of February 2020, awarded ALTA Fairs & Exhibits to carry out outbound shipment (Manila, Philippines to Italy) of goods for Fuorisalone 2020.

WHEREAS, upon further examination and evaluation, the BAC found and declared **ALL TRANSPORT NETWORK, INC. (ALTA FAIRS & EXHIBITS)** to carry out outbound shipment (Manila, Philippines to Italy) of goods for Fuorisalone 2020.

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) is in need to procure the services of a freight forwarder for the return shipment of goods for the supposed Philippine participation in Fuorisalone 2020, which was cancelled due to the global pandemic COVID-19.

WHEREAS, due to safety and health measures imposed in Europe, which cancelled the staging of Fuorisalone, it is in effect that a return shipment of the goods for Fuorisalone shall be made;

WHEREAS, based on the presentation of the end-user, CITEM, through the CITEM-BAC conducted direct contracting in engaging the services of ALTA FAIRS and EXHIBITS, as the official counterpart/logistics partner of Expotrans SpA, the official freight forwarder/customs broker in Fuorisalone 2020 to carry out the return shipment of Fuorisalone 2020, they being the same official forwarder for the outbound shipment;

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:

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Article 1. Scope of Services

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

Origin & Freight charges : PHP 272,761.50
Destination charges : PHP 205,632.00
Temporary Storage : PHP 71,736.00
Estimated Total : PHP 550,129.50
Other Charges: Duties/Taxes, Demurrage/Detention, storage charge, Port and other third-party charges will be billed at cost plus disbursement fee.
Estimated Total of Other Charges: Php 449,870.50
Please see quotation for complete details about the inclusions and exclusions of the above rates.
TOTAL AWARDED AMOUNT:
Estimated Total : PHP 550,129.50
Estimated Total of Other Charges :Php 449,870.50
WHICH SHALL IN NO CASE NOT TO EXCEED PHP 1,000,000.00

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 La Spezia : May 6, 2020
 - c. Estimated Date of Arrival Manila : June 20, 2020
2. The door to advance warehouse/show site, clearances and services from Milan Italy to Manila shall include the processing of documents, clearances e.g. Customs, and other documents required for the customs clearance of shipment.
3. Import documents required by Manila Customs shall be completed by ALTA and relayed to CITEM for compliance. 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. The Forwarder will not be liable if the cause of delay is on the shipping lines;
4. ALTA shall undertake freight pre-payment of incoming 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 Milan Italy to Manila and a regular shipment update of the same shall be officially communicated to CITEM through STREDO Division.
6. The shipment must reach Manila on June 20, 2020, ALTA shall promptly notify CITEM of any potential delay in customs clearance at the earliest time possible. Turn-over of customs released cargo to ALTA for storage at their warehouse shall be relayed to CITEM thru STREDO.
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.

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Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay the services of a freight forwarder for the return shipment of goods for the supposed Philippine participation in Fuorisalone 2020, which was deferred due to the global pandemic COVID-19, based on the following rates but not to exceed the approved subsidy in the amount of **One Million Pesos Only (PHP1,000,000.00)**.

Origin & Freight charges	:	PHP 272,761.50
Destination charges	:	PHP 205,632.00
Temporary Storage	:	PHP 71,736.00
Estimated Total	:	PHP 550,129.50

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

Estimated Total of Other Charges: Php 449,870.50

Please see quotation for complete details about the inclusions and exclusions of the above rates.

TOTAL AWARDED AMOUNT

Estimated Total	:	PHP 550,129.50
Estimated Total of Other Charges	:	Php 449,870.50

WHICH SHALL IN NO CASE NOT TO EXCEED PHP 1,000,000.00

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.
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."

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.

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IN WITNESS WHEREOF, the parties have affixed their signatures on this SEP 15 2020 day of _____ here at Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By:

[Signature]
PAULINA SUACO JUAN
Executive Director *[Signature]*

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

By:

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

Signed in the presence of:

ATTY. ANNA GRACE I. MARPURI
OIC-DM, CSD

[Signature]
MALERNA C. BUYAO
Witness
As to funds availability only

[Signature]

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 SEP 15 2020 day of _____ personally appeared the following:

Name	Competent Evidence of Identity	of	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.

Doc. No. 466
Page No. 95
Book No. 2
Series of 2020

[Signature]
MA. CLEOFE L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
COMMISSION NO. 20-04
POLL NO. 27802
PTR NO. PC 7017532-PASAY CIT Y-1/6/21
ICP NO. AR30761562-Q.O.1/5/2021
MCLE COMPL. NO. M-00223
ISSUED ON SEPTEMBER 13, 2018
ADDRESS- STALL #1, UNIT 54 ARNAIZ AVENUE, PASAY CITY, M.M.