



**CENTER FOR INTERNATIONAL
TRADE EXPOSITIONS AND MISSIONS**



21 January 2025

DBP SERVICE CORPORATION
2F Executive Building Center,
Sen. Gil J. Puyat Avenue
Corner Makati Avenue, Makati City

Attn: **MR. GERRY ARELLANO**
Senior Vice-President

NOTICE TO PROCEED

The Contract having approved, notice is hereby given to **DBP SERVICE CORPORATION** that work may commence, effective after the receipt of this notice, on the **Renewal of Allied Services for CITEM Office and its Trade Fair Events for FY 2025** in the amount of **THREE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED NINETY-TWO PESOS AND 57/100 (PHP3,717,592.57)**.

Thus, you shall be responsible in performing the services under the terms and conditions of the Contract and with the timeline schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Approved by:


ROMLEAH JULIET P. OCAMPO
Executive Director 

I acknowledge receipt of the Notice on: FEB 01 2025

Name of Representative of the Bidder: GERRY A.C. ARELLANO
Senior Vice President

Authorized Signature: 

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

RENEWAL OF CONTRACT OF SERVICES
(ALLIED SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS FOR FY 2025)

KNOW ALL MEN BY THESE PRESENTS:

This Renewal of Contract of Services made and entered into this _____ day of _____, ____ at Pasay City, Philippines, by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)**, a government instrumentality attached to the Department of Trade and Industry (DTI), with principal address at Golden Shell Pavilion, Roxas Boulevard corner Sen. Gil Puyat Avenue, Pasay City, represented herein by its **EXECUTIVE DIRECTOR ROMLEAH JULIET P. OCAMPO**, hereinafter referred to as "**PROCURING ENTITY**";

.-and-

The **DBP SERVICE CORPORATION**, a duly licensed Manpower Agency, organized and existing under the laws of the Republic of the Philippines, with office address at 2/F Executive Bldg. Center, Sen. Gil Puyat Cor. Makati Avenue, Makati City, herein represented by its **SENIOR VICE-PRESIDENT, GERRY ARELLANO**, and hereinafter referred to as "**AGENCY**";

-WITNESSETH That -

WHEREAS, on 01 April 2024, the Center for International Trade Expositions and Missions (CITEM) entered into a contract with DBP Service Corporation for allied services for CITEM office and its trade fair events, in the amount Three Million Five Hundred Thirty-Nine Thousand Seven Hundred Ninety-Six Pesos and Thirty Centavos (Php3,539,796.30), renewable for three (3) years subject to performance evaluation at the end of each year of services.

WHEREAS, pursuant to GPPB Resolution No. 06-2022 dated 12 September 2022, Contract for Allied Services, is among the Regular and Recurring Service as defined under Item 3.3 of the DBM - National Budget Circular (NBC) No. 570 dated 19 May 2017, that may be renewed, provided, the conditions and procedures set forth under Sections 3 and 4 of the said GPPB Resolution are met.

WHEREAS, the end-user conducted and submitted to CITEM Bids and Awards Committee (CITEM-BAC) a cost-benefit analysis (CBA) and Performance Evaluation which shows, among others, that the renewal of the contract is favorable and beneficial to the procuring entity than procuring a new contract and thus recommending to CITEM-BAC the renewal of the contract with DBP Services Corporation for the period 01 February 2025 to 31 December 2025, with emphasis on the following factors, to wit:

1. DBP Services Corporation have performed "Satisfactory" services attested by the results of the Performance Survey conducted by the Human Resource Management Division covering 01 January 2024 to 31 December 2024.
2. DBP Services Corporation has attained a rating of 88 points in the overall Performance Evaluation which is higher than the required minimum "Satisfactory" rating of 80 points stated under Section 4.4 of the said resolution for the renewal of the contract.

WHEREAS, upon receipt of the recommendation of the end-user to renew the contract, the BAC required DBP Services Corporation to submit their updated PhilGEPS Platinum Certificate within ten



(10) calendar days from the receipt of the said request for submission together with its quotation with complete detailed breakdown of cost including govt benefits, admin costs, etc. in which the latter complied.

WHEREAS, the BAC designated the end-user to conduct a post-qualification on DBP Services Corporation, to verify, validate and ascertain the genuineness, validity and accuracy of all the statements made, and documents submitted which includes ascertaining both bidder's compliance with the legal, financial, and technical requirement of the contract.

WHEREAS, DBP Services Corporation was declared post-qualified and was able to comply all the required legal, technical and financial requirements of the contract.

NOW, therefore, after taking into consideration the foregoing premises, we, the Members of the CITEM Bids and Awards Committee, hereby RESOLVED to recommend the renewal of Contract of Allied Services for CITEM Office and Its Trade Fair Events between CITEM and DBP Services Corporation, for FY 2025 in the amount of Three Million Seven Hundred Seventeen Thousand Five Hundred Ninety-Two Pesos and Fifty-Seven Centavos (PhP3,717,592.57) for approval by the Head of the Procuring Entity.

ARTICLE I: OBJECT OF THE CONTRACT AND SCOPE OF WORK

1. The **AGENCY** shall provide the **PROCURING ENTITY** the needed personnel/services with its positions and classifications, in its office located at the Golden Shell Pavilion, Roxas Boulevard corner Gil Puyat Avenue, Pasay City.
2. The **AGENCY** shall faithfully and efficiently perform all the duties relevant to the services contracted, which shall include monitoring of the performance of its employees assigned to the **PROCURING ENTITY**.
3. The services may include rendition of regular and overtime services on a case-to-case basis.

ARTICLE II: DURATION OF THE CONTRACT

1. This Contract shall be for a period of eleven (11) months to commence from February 1, 2025 to December 31, 2025 inclusive, and may be renewed subject to performance evaluation and approval by the **PROCURING ENTITY**.
2. The Regular working periods for the provided personnel, shall be from Mondays through Fridays, except on non-working holidays when they are requested to report. The service and working time eight hours daily from 8:00 to 12:00 in the morning and from 1:00 to 5:00 in the afternoon. Adjustments to this schedule can be made upon the request of the **PROCURING ENTITY**.

ARTICLE III: CONSIDERATION

1. That for and in consideration of the services to be rendered by the **AGENCY** to the **PROCURING ENTITY**, the latter shall during the term of the Contract pay to the Agency the sum of **Three Million Seven Hundred Seventeen Thousand Five Hundred Ninety-Two Pesos and 57/100 Centavos (P3,717,592.57) covering the period February 1, 2025 to December 31, 2025**. However, the payment shall be based on the actual services rendered by the personnel of the AGENCY.



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2. In case of adjustment of mandatory contributions such as SSS, Pag-IBIG, Philhealth, EC, etc., and renewal of this contract, the rate of overhead cost shall remain constant.
3. In case the assigned employee claims for additional benefit as provided by law (wage and/or non-wage law) such as Paternity Leave Act of 1996 (RA8187), Solo Parent Act, etc., the **PROCURING ENTITY** agrees to an adjustment in the billing rate to cover such claim, on reimbursement basis only, provided, that tardiness and absences incurred by the employees assigned to the **PROCURING ENTITY** shall be deducted accordingly from the monthly billing of the **AGENCY**.
4. For authorized services rendered over and above the eight (8) hour regular working time, the **AGENCY** shall charge overtime, night shift differential, and holiday pay as the case maybe in accordance with the existing labor laws, rules and regulations of the Republic of the Philippines provided that the services covered are duly approved by the **PROCURING ENTITY**.

ARTICLE V: MANNER OF PAYMENT / BILLING

1. The **PROCURING ENTITY** shall pay the **AGENCY** the consideration for actual services rendered subject to the provisions of Article IV (01), hereof within fifteen (15) working days from receipt of the statement of account, payroll register/sheet and other applicable timekeeping documents such as DTR, timesheets, accomplishment report, OT authorization and request form.
2. The **AGENCY** shall be responsible for the payment of the employee's monthly wages which shall be paid every *tenth day and twenty-fifth day of the month*. In the event the employee shall be required by the **PROCURING ENTITY** to render overtime, the corresponding overtime pay shall be paid by **AGENCY** to its employees chargeable to **PROCURING ENTITY**.
3. The overtime payment shall be paid on the specified cut-off of monthly wages. Other remuneration due to all workers like SSS premiums, Philhealth and Pag-ibig contribution shall be paid due to the prescribe payment dates, and 13th month pay shall be paid once a year, on or before 15th day of December.
4. In billing the **PROCURING ENTITY**, it is agreed that **AGENCY** shall submit to the **PROCURING ENTITY** the monthly invoice, copy of payroll and timekeeping documents, required affidavit and copy of remittances as enumerated in Section VII (Technical Specifications) of the PBD.
5. For the submission of the Official Receipt and certified true copy representing payment for the monthly/quarterly premium payments and loan remittances of SSS, Pagigbig and Philhealth, it is acceptable to provide a copy of the previous month's/quarter's remittances. This consideration is made in acknowledgement of the administrative processes involved in managing these payments.

ARTICLE VI: MISCELLANEOUS PROVISIONS

1. In case of any additional personnel, **AGENCY** shall assign personnel who have passed the Qualification Standards set by the **PROCURING ENTITY** as specified under Section VII (Technical Specifications) of the PBD. For this purpose, the **PROCURING ENTITY** shall have the final say for the selection of the employees to be assigned by **AGENCY**.




2. The **AGENCY** shall provide the **PROCURING ENTITY** a copy of its Contract with their employees to each employee assigned to the latter.
3. It is expressly understood and agreed that the employees assigned by **AGENCY** to the **PROCURING ENTITY** are, for all legal intents and purposes, the employees of **AGENCY** and not of the **PROCURING ENTITY**, hence the **PROCURING ENTITY** does not maintain any employee-employer relationship with said personnel of **AGENCY**.

Accordingly, **AGENCY** binds itself to hold harmless the **PROCURING ENTITY** or any of its officials, employees and/or agents from any responsibility for any personal injury or damage, including death sustained by **AGENCY** personnel during the lawful performance of their duties or stay within the premises of the **PROCURING ENTITY**.

4. The **AGENCY** shall at all times stand fully and solely liable for the enforcement, of and/or compliance with all labor and social legislations as well as other pertinent laws and/or decrees and of those that may be enacted thereafter.
5. The **AGENCY** shall comply with all the rules and regulations pertaining to SSS and Pag-IBIG Fund Membership of the personnel assigned to the **PROCURING ENTITY** under this Contract.
6. The **AGENCY** shall be liable for all the losses and damages which may be caused through the fault or negligence of the personnel assigned to the **PROCURING ENTITY** on the property and facilities of the **PROCURING ENTITY**, provided that the **PROCURING ENTITY** shall bring to the attention of **AGENCY** such damages or losses within five (5) days from discovery by the **PROCURING ENTITY** of such loss or damages.

And provided further, that the **PROCURING ENTITY** shall ensure that the drivers shall only drive vehicles that are covered by a motor vehicle comprehensive insurance policy.

7. The **PROCURING ENTITY** shall in no case arbitrarily withhold in whole or in part, payment or any billing/s or deduct the cost of any lost or damaged property from the billing of the **AGENCY** without the written consent of the latter.
8. The **AGENCY** hereby authorizes the **PROCURING ENTITY** to supervise for administrative convenience the personnel assigned to the **PROCURING ENTITY** during their term of duty and the exercise by the **PROCURING ENTITY** of this authority shall not be deemed nor interpreted as relinquishment of the powers by the **AGENCY** as employer of its personnel assigned to the **PROCURING ENTITY**.
9. Any stoppage of work caused by the employees of **AGENCY** for any reason whatsoever except due to fortuitous events or beyond human control shall be the responsibility of **AGENCY'S** and it shall be liable for any damage that may be caused to the **PROCURING ENTITY** by such work stoppage.
10. That should the **PROCURING ENTITY** find any of the **AGENCY** assigned personnel undesirable or with unsatisfactory performance, **AGENCY** shall, upon request, replace the personnel concerned with one acceptable to the **PROCURING ENTITY**. Moreover, should any of the said personnel perform any act which may be prejudicial to the interest of the **PROCURING ENTITY** or should any of said employees be found to be incompetent or negligent in the performance of his/her functions, **AGENCY** shall immediately replace him/her at its own instance or at the request of the **PROCURING ENTITY**.



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11. The **AGENCY** warrant that none of its officials or representatives has given or promised to give any money, gift, present, or benefit to any official or employee of the **PROCURING ENTITY**, to influence to solicit or to secure this Contract through an agreement to pay a commission, brokerage, contingent fees or share from the contract price.
12. In cases when, due to the exigencies of the service, the personnel assigned by the **AGENCY** to **PROCURING ENTITY** are required to travel outside the office premises of **PROCURING ENTITY** in order to faithfully perform the duties required to implement its projects, both local and overseas, **PROCURING ENTITY** shall provide said personnel the necessary travel allowances, in accordance with its E.O. 77 or similar Rules on government travel. The **PROCURING ENTITY** shall record in its books the travel allowance as receivable from personnel concerned until such time that necessary documents are submitted to liquidate the same, such as certificate of appearance, copy of air ticket and boarding passes (in case of air travel) & other receipts. The **AGENCY** shall not be held liable for non-liquidated travel allowance of the said personnel.

PERFORMANCE SECURITY

1. Within ten (10) calendar days after the **AGENCY'S** receipt of the Notice of Award of Contract, the **AGENCY** shall furnish the **PROCURING ENTITY** a Performance Security Bond in the amount specified in Section 39.2 of the IRR of RA 9184.
2. The proceeds of the Performance Security Bond shall be payable to the **PROCURING ENTITY** as compensation for any loss resulting from the **AGENCY'S** failure to complete the obligations under the Contract.
3. The Performance Security Bond shall be denominated in Philippine Peso and shall be in its entirety in any of the following forms and amount:

a) Cash, manager's check, cashier's check	- Php185,879.63
Bank draft or irrevocable Letter of Credits issued by a reputable bank (5%)	
b) Bank Guarantee confirmed by a local bank	- Php185,879.63
c) Surety bond, callable on demand issued by	- Php1,115,277.77
GSIS or any private surety bond company (30%)	
4. The Performance Security Bond shall be valid until issuance by the Procuring Entity of the Certificate of Final Acceptance as stated in Section 39.4 of IRR of RA 9184.
5. The Certificate of Release of Performance Security Bond shall be released to the **AGENCY** after issuance of Final Acceptance by the **PROCURING ENTITY** provided that the latter has no claims filed against the **AGENCY** or a reputable bank or surety company.
6. In case the **PROCURING ENTITY** requested for additional number of allied personnel for its trade fair events and activities, the **PROCURING ENTITY** shall provide the needed personnel for the same rates as prescribed.
7. The failure of **AGENCY** to materially comply with any of the requirements despite notification of non-compliance with the Contract shall constitute sufficient grounds for declaring the **AGENCY** as non-performing, leading to termination of the Contract and the forfeiture of the Performance Security Bond.




TAXES AND DUTIES

1. Tariffs, taxes, charges and duties applied for and made applicable directly by the government upon the service to be rendered under the agreement shall be for the account of the **AGENCY** and deemed to have been included in the bid proposal. No request for revision of prices and claims by the **AGENCY** for the reason that such taxes or duties were not included in the bid price for any reason shall be entertained.

PENALTY FOR DELAY/BREACH

1. If the **AGENCY** fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, the **PROCURING ENTITY**, *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 (0.1%) of the total value (including handling charges) of the delayed Goods 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 **PROCURING ENTITY** shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

PRE-TERMINATION OF THE CONTRACT

1. **PROCURING ENTITY** and/or the **AGENCY** shall have the right to request pre-termination of Contract at any one time prior to the expiration of the contract for the following reasons:
 - a. Service providers are asked to perform functions beyond the scope of their duties as stipulated in the contract, to include illegal acts;
 - b. The **PROCURING ENTITY** failed to pay the **AGENCY** for the services rendered for Seven (7) consecutive pay periods, such will be sufficient cause for the **AGENCY** to terminate contract by written notice within 30 calendar days from date of termination; and
 - c. Violation of any provision/s of this contract

TERMINATION OF THE CONTRACT

This Contract may be terminated due to the following grounds:

1. Violation by either party of any of the foregoing terms and conditions, at which instance, the party may terminate this contract.
2. The party desiring the termination of this contract shall give at least thirty (30) days prior written notice. Termination shall be effected immediately thereafter and after the parties shall have agreed on the settlement of any of/or obligations one may have with the other. However, in case of violation of terms, the termination is without prejudice to the liability of either party for damages under this contract.

ADDENDUM

1. The Philippine Bidding Documents (PBD) for this contract, including its Section VII for Technical Specifications, shall form part of this Contract of Services.




IN TESTIMONY WHEREOF, the parties have hereunto signed this instrument this _____ day of _____, 2025 at Pasay City, Philippines

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

DBP SERVICE CORPORATION

ROMLEAH JULIET P. OCAMPO
Executive Director

GERRY ARELLANO
Senior Vice-President

Signed in the presence of:

ATTY. ANNA GRACE I. MARPURI
Department Manager III, Corporate Services Dept.

JOSE C. DE LEON

MALERNA C. BUYAO
Chief, Controllership Division

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) S.S

Before me a Notary Public for and in PASAY CITY this 28 FEB 2025 day of _____ personally appeared:

NAME

COMPETENT EVIDENCE OF IDENTITY

DATE & PLACE OF ISSUE/VALID UNTIL

ROMLEAH JULIET P. OCAMPO
GERRY ARELLANO

Known to me to be the same persons who executed this Contract consisting of Six (6) pages including this Acknowledgement, and they acknowledge the same to be their voluntary at and deed as well as the entities they respectively represent.

IN WITNESS WHEREOF, I have hereunto affixed my notarial seal this _____ day of 28 FEB 2025 in Pasay City, Philippines.

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Series of 2025

NOTARY PUBLIC

ATTY. MA. CLEOFE L. JAIME
NOTARY PUBLIC

UNTIL DECEMBER 31, 2025
ATTORNEY'S ROLL NO. 27802
IBP OR No. 414061/JAN. 10, 2024
PTR NO. PC 8835996 /Jan. 02, 2025/PASAY CITY
Commission No. 24-22 (EXPIRED DECEMBER 31, 2025)
MCLE No. VII-0018402 Issued on - May 20, 2022
VALID UNTIL 14, APRIL 2025
OFFICE ADDRESS-STALL #1 NO. 54 A. ARNAIZAVE. LIBERTAD PASAY CITY