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**CONTRACT OF SERVICES****(HIRING OF OFFICIAL EXHIBITION SIGNAGE/GRAPHICS CONTRACTOR FOR  
IFEX PHILIPPINES 2025)**

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**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Services is made and entered into 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 PULIDO OCAMPO**, hereinafter referred to as "**PROCURING ENTITY**";

-and-

**TINCHIAH ADVERTISING**, a company duly authorized to conduct business in the Philippines with office address at Unit E & F 228 Plaza Blvd., Angelo St., Barangay Gintong Silahis, Quezon City, represented in this act by its **PRESIDENT, MS. MARICEL DE GUZMAN APELACIO** hereinafter referred to as "**CONTRACTOR**"

**WITNESSETH:**

**WHEREAS**, CITEM, the government agency mandated to actively promote Philippine exports through the organization of trade fairs and selling missions, will implement its signature event, IFEX PHILIPPINES 2025 on 22-24 May 2025, at the World Trade Center, Pasay City, Manila;

**WHEREAS**, there is a need to hire an official contractor for the signages / graphics for IFEX Philippines 2025;

**WHEREAS**, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted procurement activity in accordance with RA 9184 for the purpose of obtaining the best possible advantages in the form of the lowest price possible for the articles/works described below without, however, sacrificing quality.

**WHEREAS**, among the six (6) invited bidders; and those who took interest to participate in the bidding, one (1) submitted its bid;

**WHEREAS**, the BAC designated a Technical Working Group to conduct the post qualification of the above requirement, wherein the latter submitted a post qualification report to the former for consideration;

**WHEREAS**, upon careful examination and evaluation, the BAC found and declared **TINCHIAH ADVERTISING**, as Single Calculated and Responsive Bidder;

**WHEREAS**, the **CONTRACTOR** has the capacity to handle the production and handling of signage and graphics requirements and is willing to service the needs of CITEM;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agree to enter into a Contract of Services under the following terms and conditions;

### Article 1. SCOPE OF SERVICES

1. The **CONTRACTOR** shall take charge of the production and handling of all signage/graphics requirements of CITEM projects for the IFEX requirements.
2. Specifications and delivery of each requirement shall be specified and indicated in the Job Order/s by CITEM to be issued for each requirement.

### Article 2. CONTRACT PRICE AND TERMS OF PAYMENT

1. The Parties hereto agree that the specific requirement with its applicable rates shall be based on the rates hereto attached as ANNEX "A".
2. **CITEM** shall issue corresponding Job Orders to the Contractor for the actual cost and each specific requirements during the above contract period, the rates and corresponding payment shall be based on Annex A. The total contract cost, however shall not exceed the awarded contract amounting to One Million Four Hundred Ninety-Eight Thousand Eight Hundred Seventeen (PHP1,498,817.00).
3. Payment shall be within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

### Article 3. GENERAL CONDITIONS

1. All works, undertaking and deliverables as specified in the scope of work shall be subjected to inspection by CITEM.
2. **CITEM** shall provide the design and specification for all items. **CONTRACTOR** shall, if required, provide sample requirement printings and shall seek approval of the same, prior to actual printing.
3. **CONTRACTOR** shall coordinate directly with CITEM-Exhibition and Design Division (EDD) in confirming all signage/graphics requirements, as well as in seeking approval of samples.
4. **CONTRACTOR** shall provide labor and materials including scaffolding for the installation, dismantling and 2-way hauling of all signage/graphic requirements of CITEM, including, but not limited to materials such as frames, poles and other fixtures whenever applicable;
5. **CONTRACTOR** shall assign their own supervisory personnel and technical staff during ingress and egress periods. These personnel should be knowledgeable of all services offered by the contractor and should be able to adequately answer all questions raised by **CITEM** personnel in relation to their deliverable signage/graphic requirements;
6. 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;
7. **CONTRACTOR** shall undertake to perform the work wholly by itself without assigning nor subcontracting any part of it to a third party;
8. **CONTRACTOR** shall provide maintenance service as a guarantee of good work for the whole duration of the project, and shall assign personnel who shall be on-call whenever their services will be required;
9. **CONTRACTOR** shall deploy sufficient number of technically competent team of supervisor and workers to do the installation simultaneously per venue. The supervisors will be responsible for on-site supervision, and to effectively liaison with CITEM and its designated representative;



10. **CONTRACTOR** shall be liable for failure of the facility caused by faulty installation. It shall perform its obligation under this agreement in accordance with best-accepted professional standards. It shall exercise responsible skill, care and diligence in the discharge of the duties agreed to be performed. To attain these ends, the **CONTRACTOR** shall provide personnel with adequate experience and qualifications;
11. **CONTRACTOR** must dismantle the items/structure and haul the same to designated warehouse with care to avoid damages. Damages incurred or caused by the contractor shall be repaired/replaced at the **CONTRACTOR'S** expenses;
12. In the event, **CONTRACTOR** cannot supply the request, **CITEM** reserves the right to source the services of other printers/contractors.

#### OTHER CONDITIONS

1. The performance of the **CONTRACTOR** shall be subjected to review and evaluation on a per project basis. If after evaluation, it is deemed unfit or incapable of handling the succeeding projects, **CITEM** may either opt to undertake the remaining projects on its own or conduct another bidding. **CITEM's** decision on the performance of the **CONTRACTOR** shall be considered final and binding.
2. In case **CITEM** terminates the contract with the official **CONTRACTOR** based on unsatisfactory performance, the said **CONTRACTOR** shall be banned from participating in any of **CITEM's** projects for the succeeding years.
3. This contract is automatically terminated in any of the following:
  - a. When and if the contract amount reaches the contract price of PHP1,498,817.00. The contractor shall be responsible in monitoring the total cost of the consolidated Job Orders issued by **CITEM**. **CITEM** will not be held liable for any amount in excess of PHP1,498,817.00.
  - b. When contract reaches end of contract period of 31 May 2025.
4. **CITEM** Management reserves the right, after assessing and evaluating the effectiveness of procedures and specifications followed in a particular project, to undertake improvements, upgrade specifications, or adopt a different concept or scheme to be applied for the succeeding projects, as long as the cost involved should be the most advantageous to the government.
5. The official **CONTRACTOR** may request the cancellation of contract in case of force majeure such as natural calamities and other circumstance like bankruptcy, which may prevent it from performing the services contracted for. However, **CITEM** reserves the right to assess and evaluate the validity of reason for the termination of the contract.
6. 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.
7. Any amendment, modification, or alteration to this Contract of Services shall be made in writing and signed by both parties.

### PENALTY FOR DELAY/BREACH

1. In case of breach or failure to comply with the timeline stated in the Project Turnover Schedule a deduction shall be imposed equivalent to one percent (1%) of the total contract price for **every hour of delay**.
2. Likewise, in case of poor or substandard quality of work and deviation from specifications, a deduction shall be imposed equivalent to 10% of the amount of the component.
3. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, the procuring entity shall rescind the contract without prejudice to other course of action and remedies open to it.

### TERMINATION OF THE CONTRACT

1. **CITEM** has the option to terminate this Contract, upon Notice to **CONTRACTOR**, if an equivalent of 20% of the deliverables cannot be fulfilled for causes of force majeure or fault of the Supplier. PROVIDED that such termination shall not be construed as waiver of the **CONTRACTOR's** liabilities and **CITEM's** right to recover the value of payments plus damages under this Contract.

#### 1.1. TERMINATION FOR DEFAULT

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

- a. If **CONTRACTOR** 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 **CITEM**; or
- b. If **CONTRACTOR** fails to perform any other obligation(s) under the Contract;
- c. If **CONTRACTOR**, in the judgment of **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 **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 **CITEM** of the benefits of free and open competition.

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

#### 1.2. TERMINATION FOR INSOLVENCY

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



### 1.3. FORCE MAJEURE

- a. **CONTRACTOR** shall not be liable for delays in performance or failure to perform its obligations under the Contract in case of result/s of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of the PARTIES and not involving the **CONTRACTOR'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 CONTRACTOR** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **CONTRACTOR** 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 **CITEM** and **CONTRACTOR**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 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.

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

**CENTER FOR INTERNATIONAL TRADE  
EXPOSITIONS AND MISSIONS**

By:



**ROMLEAH JULIET PULIDO OCAMPO**  
Executive Director



**TINCHIYAH ADVERTISING**

By:




**MS. MARICEL DE GUZMAN APELACIO**  
President

Signed in the presence of:

  
**ROWENA D. MENDOZA**  
 Department Manager, CBD

  
 \_\_\_\_\_

  
**WILMA G. DULAY**  
 OIC, Controllershship Div.

**ACKNOWLEDGEMENT**

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

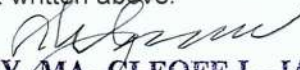
BEFORE ME, a Notary Public for and in the City of Pasay, on this 21 MAY 2025 day of 2025 personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
ROMLEAH JULIET PULIDO OCAMPO	_____	_____
MARICEL DE GUZMAN APELACIO	_____	_____

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 six (6) 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.

  
**ATTY. MA. CLEOFEL JAIME**  
 NOTARY PUBLIC

UNTIL DECEMBER 31, 2025

ATTORNEY'S ROLL NO. 27802

IBP OR No. 414661/JAN. 10, 2024

PTR NO. PC 83355986 /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

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