



CITEM.504.TP.018

15 November 2021

**BLUE CHIP MARKETING**  
1441 Dagupan St. Cor.  
Coral St. Tondo, Manila

**Attn: WILLIAM BATAC**  
Sole Proprietor

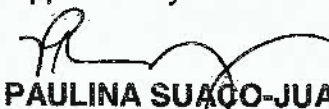
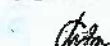
**NOTICE TO PROCEED**

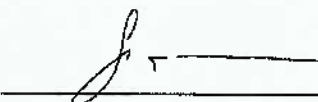
The attached Contract having been approved, notice is hereby given to **BLUE CHIP MARKETING**, that work may commence, effective after the receipt of this notice, on the **Hiring of Consolidator for a Collaboration Project between DTI-CITEM and DFA-OUIER, "PHILIPPINE EXPORT PROMOTION PACKAGE"**, in the amount of **THREE MILLION SIX HUNDRED THOUSAND PESOS (PHP3,600,000.00)**.

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:

  
**PAULINA SUACO-JUAN**  
Executive Director 

I acknowledge receipt of the Notice on: 

Name of Representative of the Bidder: WILLIAM N. BATAC

Authorized Signature : \_\_\_\_\_ **NOVEMBER 19, 2021**

**CONTRACT OF SERVICES**

**(CONSOLIDATOR FOR A COLLABORATION PROJECT BETWEEN DTI-CITEM AND DFA-OUIER,  
"PHILIPPINE EXPORT PROMOTION PACKAGE")**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a national 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**, respectively, hereinafter referred to as "**PROCURING ENTITY**";

**-and-**

**BLUE CHIP MARKETING**, a sole proprietorship duly organized and validly existing under and by virtue of the laws of the Republic of the Philippines with business address at 1441 Dagupan St., corner Coral St., Tondo, Manila, represented herein by its Proprietor, **WILLIAM BATAC**, and hereinafter referred to as "**CONSOLIDATOR**";

**WITNESSETH:**

**WHEREAS**, Center for International Trade Expositions and Missions (CITEM), the export promotions arm of the Department of Trade and Industry (DTI), is mandated to promote the Philippines as a reliable source of quality export products and services in the global market through trade fairs, missions and other marketing initiatives.

**WHEREAS**, The Office of the Undersecretary for International Economic Relations (OUIER) is principally in-charge with implementing and coordinating the responsibilities and functions of the Department of Foreign Affairs (DFA) relating to trade and investments, tourism, science and technology, the environment and sustainable development, official development cooperation and other related economic/social concerns, particularly those related to issues on women and youth vis-a-vis other countries, in cooperation with all Philippine government agencies concerned and the private sector.

**WHEREAS**, DFA-OUIER is implementing the "Philippine Export Promotion Package", a program that seeks to put together a selection of Philippine products as promotional bundle as token to Philippine Foreign Service Posts (FSPs) and Consulates abroad to promote Filipino culture and Philippine food, home and lifestyle export products, anchored the theme of the narrative and the selection of products on the **2021 Quincentennial Commemorations in the Philippines**.

**WHEREAS**, apart from going digital and online, both DTI-CITEM and DFA-OUIER share the same aspiration of adding a personal flavor and warmth in maintaining their connections through the "Philippine Export Promotion Package".

**WHEREAS**, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted Negotiated Procurement (Two Failed Biddings), in accordance with Sec. 35.5 of 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.

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**WHEREAS**, there is a need to hire the services of a consolidator for a collaboration project between DTI-CITEM and DFA-OUIER, "Philippine Export Promotion Package".

**WHEREAS**, among the invited bidders; only BLUE CHIP MARKETING took interest to participate in the procurement activity; and submitted its offer/bid and was declared by BAC as the Single Calculated Bidder;

**WHEREAS**, the BAC through a designated Technical Working Group conducted the post qualification of the above requirement, wherein the latter submitted a post qualification report both the Technical and Financial Requirements, being Blue Chip Marketing as the Sole Responsive Bidder;

**WHEREAS**, the BAC reviewed the post qualification report submitted by the Technical Working Group, and confirmed that BLUE CHIP MARKETING as the Single Responsive Bidder and is substantially compliant for the above-mentioned requirement.

**WHEREAS**, given the above recommendations, CITEM have awarded the contract to Blue Chip Marketing as the Consolidator for a Collaboration Project between DTI-CITEM and DFA-OUIER, "Philippine Export Promotion Package";

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Services outlining the responsibilities of a Consolidator for a Collaboration Project between DTI-CITEM and DFA-OUIER, "Philippine Export Promotion Package", as follows:

### Article 1. Scope of Work and Commitments

1.1 The Consolidator should commit to deliver, at a base minimum, the following specific requirements:

Purchasing of Products	<ul style="list-style-type: none"> <li>• Purchase the identified products according to specifications provided by the Content and Narrative Curator</li> <li>• Provide market requirement documentation, like food safety certifications, if necessary.</li> </ul>
Packaging	<ul style="list-style-type: none"> <li>• Receive developed and designed baskets, as well as printed information materials (ex. Brochure, leaflet, QR Code Card) from the Content and Narrative Curator</li> <li>• Arrange the products in the baskets according to the Packaging Guidelines provided by the Content and Narrative Curator</li> </ul>
Shipment	<ul style="list-style-type: none"> <li>• Contract services of a courier or a forwarder</li> <li>• Apply appropriate shipment packaging to withstand ordinary forwarding elements</li> <li>• Ship the packages to the identified Philippine Foreign Service Posts and Embassies (Annex A)</li> <li>• Manage and monitor the safe and timely delivery of the packages</li> <li>• Submit a report of completed shipment</li> </ul>

*J. —* *John* *Q* *R* *2*



## 1.2 RESPONSIBILITIES OF CONSOLIDATOR

### Purchasing, Packaging and Shipment

1. The Consolidator should coordinate with CITEM and the Content and Narrative Curator on the specific products requirements, packaging guidelines, and shipment schedule;
2. Purchase the products identified by the Content and Narrative Curator;
3. The Consolidator should secure all the documents and certifications required in the shipment of the package;
4. The Consolidator should engage the services of a reputable courier or forwarder for the onward shipment of the baskets;
5. The Consolidator should properly store, arrange and pack in their warehouse the purchased products and baskets, info materials and the packaging;
6. The Consolidator should ensure that the baskets are appropriately packaged to withstand ordinary forwarding elements;
7. The Consolidator should properly pile, safely pack and ship out to the identified the Philippine Foreign Posts and Embassies the Export Promotion Package according to schedule;
8. The consolidator should monitor the shipment and give a report of completed deliveries for the 700 baskets.

## 1.3 RESPONSIBILITIES OF CITEM

1. Identify two (2) project officers to assist the Consolidator in coordinating with the Content and Narrative Curator
2. Provide the specific products identified and guidelines set by the Content and Narrative Curator.
3. Provide the list of FSPs and Embassies and distribution or allocation of the 700 baskets.

## 1.4 TIMELINE

Particulars	Schedule
Coordination meeting with the Content & Narrative Curator and CITEM on the identified product and specifications	Within one week after receipt of NOA/NTP
Purchase of identified products	Within two weeks after receipt of List of Products
Coordination meeting with the Content & Narrative Curator and CITEM on the proper packaging and handling of the packages	Within two weeks after receipt of List of Products
Delivery of Baskets and Information Materials	Within one week after Coordination Meeting with Content & Narrative Curator and CITEM
Packing and Preparation for shipment	Within one week after Coordination Meeting with Content & Narrative Curator



	and CITEM
ETD Manila	Within three weeks after Packing and Preparation for Shipment
ETA FSAs and Embassies	A week after Dispatch from Manila

### Article 2. Contract Price and Payment Terms

1. For services rendered, CITEM obligates to pay **BLUE CHIP MARKETING**, the amount of **Three Million Six Hundred Thousand Pesos Only (P3,600,000.00)** inclusive of all applicable taxes and shall be charged to the CITEM's Budget.
2. The payment scheme for the service will be billed progressively upon completion of the following milestones:

Milestones	Payment %
Purchase of Products	30%
Upon shipment of 700 boxes/baskets	60%
Upon submission of report for shipment completion	10%
<b>Total</b>	<b>100%</b>

### PERIOD OF ENGAGEMENT:

The service firm shall be contracted for a period of four (4) months upon receipt of the signed contract.

### Article 3. General Conditions

1. Special Conditions stated in the Philippine Bidding Documents (PBD) and the Philippine Bidding Documents shall form part of this Contract of Services.
2. Should the CONSOLIDATOR unable to serve a total of 100% of the desired deliverables due to unforeseen circumstances or force majeure, and other factors beyond their control, CITEM shall pay an equitable amount based on the total service rendered.
3. That the CONSOLIDATOR shall be subject to the assessment by CITEM according to the effectiveness of delivery of any part or phase of the campaign.
4. CITEM reserves the right to impose penalty if performance is unsatisfactory, if work/output is incomplete, not delivered or failed to meet deadline/s set.
5. CONSOLIDATOR shall hold CITEM and its agent/s officers free from any and all liabilities, suits actions, demands or damages resulting from incidents/causes beyond its control or in connection with the services under this agreement.
6. The CONSOLIDATOR 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.

*J. ————* *Adm.* *Q* *R* *10*

7. CONSOLIDATOR 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.
8. Any amendment, modification, or alteration to this contract shall be in writing and signed by both Parties.

### NON-DISCLOSURE AND CONFIDENTIAL INFORMATION

1. The CONSOLIDATOR shall treat as confidential all information provided by CITEM related to this Contract of Services, including but not limited to its business operations. All confidential information provided by CITEM shall be used by CONSOLIDATOR solely for the purposes of rendering services pursuant to this Contract of Services signed by both parties.

### PENALTY FOR DELAY/BREACH

1. If the CONSOLIDATOR 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, the maximum amount representing liquidated damages equivalent to 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.

### TERMINATION OF THE CONTRACT

1. The **PROCURING ENTITY** may terminate this Contract if the **CONSOLIDATOR** does not show satisfactory performance in the delivery of services with acceptable quality based on the Specifications and standards. PROVIDED that such termination shall not be construed as waiver of the **CONSOLIDATOR's** liabilities and the **PROCURING ENTITY's** right to recover the cost of the contract plus damages under this Contract.

#### 1.1. TERMINATION FOR DEFAULT

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

- a. If the **CONSOLIDATOR** 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 **PROCURING ENTITY**; or
- b. If the **CONSOLIDATOR** fails to perform any other obligation(s) under the Contract;
- c. If the **CONSOLIDATOR**, in the judgment of the **PROCURING ENTITY**, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

*Jr* — *Adm* *G* *R* *15* 5  
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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 **PROCURING ENTITY**, 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 **PROCURING ENTITY** of the benefits of free and open competition.

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

#### 1.2. TERMINATION FOR INSOLVENCY

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

#### 1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, the **CONSOLIDATOR** 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 **CONSOLIDATOR** and not involving the **CONSOLIDATOR'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 **CONSOLIDATOR** shall promptly notify the **PROCURING ENTITY** in writing of such condition and the cause thereof. Unless otherwise directed by the **PROCURING ENTITY** in writing, the **CONSOLIDATOR** 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 **PROCURING ENTITY** and the **CONSOLIDATOR**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

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**ADDITIONAL PROVISIONS**

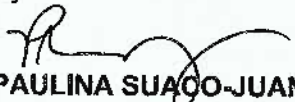
1. There shall be no escalation of rates during the duration of the Contract.
2. This contract shall be governed by and construed in accordance with the laws of the Philippines.
3. In the event any of the parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions 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.

NOV 22 2021

IN WITNESS WHEREOF, the parties have affixed their signatures on this \_\_\_\_\_ day of November 2021, hereat Pasay City, Metro Manila.

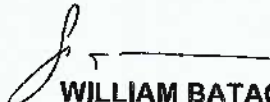
**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

By:

  
**PAULINA SUACO-JUAN**  
Executive Director

**BLUE CHIP MARKETING**

By:

  
**WILLIAM BATAC**  
Proprietor

Signed in the presence of:

  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director

\_\_\_\_\_

  
**MALERNA C. BOYAO**  
OIC-Controllership Div.



**ACKNOWLEDGMENT**

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

NOV 22 2021

BEFORE ME, a Notary Public for and in the City of Pasay, on this 22 day of November 2021 personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN WILLIAM BATAK	_____	_____

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 eight (8) 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]*  
MA CLEOFIL C. JAIME  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
COMMISSION NO. 20-04  
ROLL NO. 27802  
TR. NO. 7352650 PASAY CITY 1/4/20  
IDP NO. BR30761562/1-5-2021  
ACLE COMPL. NO. VI-0012231  
ISSUED BY SEPTEMBER 13, 2016  
VALID UNTIL 4-14-22  
ADDRESS STALL #7 UNIT 56 ADINA  
AVENUE PASAY CITY, PHIL.

Doc. No. 106  
Page No. 23  
Book No. 4  
Series of 2021

*[Signatures]* 8

CAF Number: 2111227

**CERTIFICATE of AVAILABILITY of FUNDS**

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of **NOT TO EXCEED THREE MILLION SIX HUNDRED THOUSAND PESOS (PHP3,600,000.00)** as payment to **BLUE CHIP MARKETING** for the **Hiring of Consolidator for a Collaboration Project between DTI-CITEM and DFA-OUIER, "PHILIPPINE EXPORT PROMOTION PACKAGE"**.

This certification is being issued for whatever legal purpose it may serve.



MALERNA C. BUYAO  
Chief, Controllership Division

BUR NO. IFEX-2111089€  
Date : 11/19/2021  
Contract No. 210350