0519061

CONTRACT OF SERVICES

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 Ave. Pasay City, represented by its Executive Director, PAULINA SUACO-JUAN, and hereinafter referred to as "CITEM";

-and-

MSD GODSPEED EXHIBITS CORPORATION, an exhibition contractor organized and existing under the Philippine laws, with office address at No. 325 AFP Road, Veteran Village, Brgy. Holy Spirit, Quezon City, represented by its Senior Account Sales Executive, ALMA GUILALAS, and hereinafter referred to as "MSD GODSPEED EXHIBITS CORPORATION"

WITNESSETH:

WHEREAS, CITEM, the government agency mandated to actively promote Philippine exports through the organization of trade fairs and selling missions, is organizing the Manila FAME October 2019 which will be held on 17 – 19 October 2019 at World Trade Center Metro Manila, Pasay City, Philippines;

WHEREAS, CITEM is in need the services of an Official Booth and Venue Enhancement Contractor (OBC) that can provide a service package of high-quality and highly maintained booths whether aluminum based or custom fabricated booths and booth amenities for Manila FAME October 2019;

WHEREAS, the contractor extend services to act as on-site logistics and incidental requirements for electrical, specialized lighting, warehousing, logistics, carpet and aisle carpet supply, installation and dismantling;

WHEREAS, one (1) bidder took interest and participated in the conduct of Public Bidding, wherein MSD GODSPEED EXHIBITS CORPORATION was declared as the Lowest Calculated Bidder (LCB);

WHEREAS, the BAC, through the designated Technical Working Group (TWG), conducted post qualification of the above requirement, wherein based on report submitted by the latter, MSD GODSPEED EXHIBITS CORPORATION is substantially compliant for the above-mentioned requirement, hence be declared as the Single Calculated Responsive Bidder (LCRB);

WHEREAS, MSD GODSPEED EXHIBITS CORPORATION is willing and capable to execute the contract as the Official Booth and Venue Enhancement Contractor for Manila FAME October 2019;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Services outlining the responsibilities of the Official Booth and Venue Enhancement Contractor, as follows:

CONTRACT PRICE AND TERMS OF PAYMENT

 That the total amount shall in no case exceed One Million Six Hundred Twenty Three Thousand Eight Hundred Pesos (Php1,623,800.00) inclusive of taxes broken down as follows:

1.1.	Standard Aluminum Booth System (Rental)					
	120 units @Php300sqm	Php324,000.00				
	9sqm Dark Gray/Black Carpet	1 110024,000.00				
	3 units Shelvings					
	3 units Spotlights					
	2 units Negotiation Chairs					
	1 unit Negotiation Counter					
	1 unit Company Name Fascia Board					
	(white fascia with Manila FAME logo graphics)					
	1 unit Trash Bin					
	1 unit 3-gang Electrical Outlet with 300w allotment					
1.2.	Upgraded Colored Aluminum Booth System (Rental)					
	47 units @Php1,350/sqm	Php380,700.00				
	9 sqm Dark Gary /Black carpet	(as calculated)				
	24 units Shelvings	(as calculated)				
	12 units Spotlight					
	8 units Negotiation Chairs					
	4 units Negotiation Counters					
	4 units Company Name Fascia Board					
	(white fascia with Manila FAME Logo graphics)					
	4 units Trash Bin					
	4 units 3-gang Electrical Outlet (with 300w allotment)					
1.3	International Aluminum Booth System (Rental)	Php76,500.00				
	10 units @ Php850.00/sqm	24 A2				
	9sqm Dark Gray/Black Carpet					
	6 units Shelvings					
	3 units Spotlights					
	2 units Negotiation Chairs					
	1 unit Negotiation Counter					
	1 unit Company Name Fascia Board					
	(white fascia with Manila FAME logo graphics)					
	1 unit Trash Bin 1 unit 3-gang Electrical Outlet with 300w allotment					
area -						
1.4	Upgraded Colored Aluminum Booth System (Rental)	Php632,700.00				
2	38 units @ Php1,850.00/sqm	G.				
	9sqm Dark Gray/Black Carpet					
	6 units Shelvings					
	3 units Spotlights					
	2 units Negotiation Chairs					
	1 unit Negotiation Counter					
	1 unit Company Name Fascia Board (white fascia with Manila FAME logo graphics)					
	1 unit Trash Bin					
	1 unit 3-gang Electrical Outlet with 300w allotment					
4.6	Venue Enhancements I and the set of the set	3				
1.5	Venue Enhancements, Logistics and Incidental					
	Requirements (Pre determined items listed					
	below may vary on-site. Final summary of orders	- 12 C				
	must be submitted day of the show)	(7)				

LOGISTICS AND SITE WORKS

Hauling, Installation, Dismantling and Manpower

Php40,000.00

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BREAKER REQUIREMENTS

Distarti the Contentent i o			
Stage or Opening Ceremony (60ams Single Phase)	2	units	15,600.00
Kids Area, Baggage, Prayer Room	1	unit	3,600.00
Lobby (20amps Single Phase)		units	7,200.00
Main Registration (30 amps Single Phase)	2	units	10,400.00
Special Area 1 (20 amps Single Phase)	1	unit	3,600.00
Special Area 2 (20 amps Single Phase)	2	units	7,200.00
Special Area 3 (20 amps Single Phase)	1	unit	3,600.00
Special Area 4 (20 amps Single Phase)	2 2 1 2 1 2 1 2 1	units	7,200.00
Special Area 5 (20 amps Single Phase)	1	unit	3,600.00
Special Area 6 - 8 (20 amps Single Phase)	1	unit	3,600.00
Special Area 9 - 12 (30 amps Single Phase)	1	unit	5,200.00
Restaurant 1 (60amps Single Phase)	1	unit	7,600.00
Restaurant 2 (60 amps Single Phase)	1	unit	7,600.00
Café (60 amps Single Phase)	1	unit	7,600.00
Design Commune		unit	3,600.00
Department of Agriculture	1	unit	3,600.00
Fashion E-Tailers	9	unit	3,600.00
			104,400.00
CARPET REQUIREMENTS			
Lobby Carpet (10.0m x 3.00m - 2 sets)	1	lot	8,250.00
Main Registration (30.00m x 2.50m)	1	lot	18,750.00
Kids Area (10.00m x 3.00m)	1	lot	3,000.00
Prayer Room (2.00m x 5.00m)		lot	2,000,00
Medic/Breastfeeding Area (4.00m x 2.00m)	1	lot	2,000.00
Restaurant (15.00m x 6.00m)	1	lot	22,500.00
Café (15.00m x 8.00m)	1 1 1 1 1	lot	2,000.00
CITEM Area 1 (10.00m x 3.00m)	1	lot	2,000.00
CITEM Area 2 (9.50m x 3.00m)	1	lot	
	- 25	2220	60,500.00
			5.6
SYSTEM COLLATERAL REQUIREMENT			
T-Stand Panel	2	units	5,000.00
			5,000.00
		1	
		Php	1,623,800.00
			and the state of the

(as calculated)

The total amount to be paid by CITEM shall be based on the following conditions:

- The final order or actual number of 3M x 3M STANDARD ALUMINUM BOOTH SYSTEMS to be installed or the total number in sqm during ingress, shall be approved and verified by CITEM's Exhibition and Design Division (EDD) and Inspection Team representatives;
- The final order or actual number of 2M x 3M UPGRADED ALUMINUM BOOTH SYSTEM to be installed or the total number in sqm during ingress, shall be approved and verified by CITEM's Exhibition and Design Division (EDD) and Inspection Team representatives;
- Venue Enhancements, Logistics and Incidental Requirements shall be based on the quotation of requirements submitted by the Official Booth Contractor shall be approved and verified by the Exhibition and Design Division
- Preparation of Tents with water supply, waste water system, and accessories shall be based on the quotation of requirements submitted by the Official Booth Contractor as verified by the Exhibition and Design Division.

The amount of the Contract shall be based on the actual orders/requirements utilized, but shall in no case exceed the amount as reflected above.

SCOPE OF WORK:

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The Official Booth and Venue Contractor (OBC) shall have full responsibility to undertake the following:

A. ON BOOTH REQUIREMENTS AND AMENITIES

- The Official Booth and Venue Contractor shall take charge of all booth requirements and amenities of the Organizer and Exhibitors <u>and shall have the</u> <u>over-all supervision and responsibility of the exhibit and activity areas of the fair.</u>
- The Official Booth and Venue Contractor shall provide the Exhibitor booth package for Manila FAME October 2019 with booth amenities as listed in Annex "A". All amenities should be in good quality and clean material.
- The Official Booth and Venue Contractor shall provide all pertinent exhibition forms (e.g., Additional Amenities Order Forms, Electrical Plan and Order Forms, Application for Outside/Contractors/Subcontractors, etc). to the Exhibitors except the Booth Order Forms to be provided by the Organizer.
- The Official Booth and Venue Contractor shall act on the accomplished Booth Order Forms to be forwarded by the Organizer.
- Act on all accomplished Additional Amenities Order Forms and Electrical Plan and Order Forms, to be submitted by the Exhibitors and shall bill the Exhibitors directly and collect payment depending on each order accordingly including the electrical consumption for standard booth systems.
- Allow other booth contractors to service the requirements of other Exhibitors only when:
 - a. The booth to be used by another contractor is substantially different by, at least, 80% from that of the Official Booth Contractor's booth or is not made of materials or derivatives of materials being used by the Official Booth Contractor for its aluminum shell scheme; and
 - The Official Booth Contractor cannot execute the booths required by said Exhibitors.
- 7. Allow exhibitors to tap <u>in-house</u> personnel or affiliate/subsidiary companies including designers/architects, carpenters, and workers to execute and install their own booths since they do not represent a separate company or contractor, as long as these are not made of materials being used by the official booth contractor for its aluminum shell scheme; and
- The Official Booth Contractor must provide, at least, 10% of its stand and materials inventory on site to serve as back-up for the additional on-site requirements.

B. ON VENUE ENHANCEMENTS AND REQUIREMENTS

- The Official Booth and Venue Contractor shall have the overall responsibility for fabricating, installing and dismantling of all venue enhancements.
- The Official Booth and Venue Contractor shall, likewise, provide incidental venue enhancements such as but not limited to stage or specialty lighting, proprietary materials, and special effects equipment among others.

- The venue enhancements shall include but are not limited to items listed below subject to funds availability:
 - a. Signage Structure, Paneling, system based enhancements, etc.

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- Lobby Enhancements (plants, props, etc) as deemed necessary and essential to the show.
- Other enhancements to be agreed upon by both parties within the amount posted.
- The Official Booth and Venue Contractor is responsible for monitoring the costs of venue enhancements to ensure that the same is within the amount posted.
- The Official Booth and Venue Contractor shall provide panel cover on all booths against the wall to allow Exhibitors to use it as storage. Location and plan shall be discussed by CITEM Exhibition Design Division.
- The Official Booth and Venue Contractor shall provide and Ingress Counter and should be available before 12 noon on the first day of ingress.
- The Official Booth and Venue Contractor warrants and shall guarantee all it works, deliverables and services to be in good condition and in accordance with the best acceptable professional standards and theories of the exhibition industry throughout the duration of the project.

C. ON ELECTRICAL REQUIREMENTS

The Official Booth and Venue Contractor shall be designated as the Official Utility Contractor (OUC), as well, for both water and electrical requirements with the following deliverables:

- Submit electrical layouts to the venue owner and to CITEM, at least three (3) days or as required by the venue owner, before the scheduled contractors' ingress;
- Coordinate directly with exhibition venue electricians/electrical engineers regarding house electrical regulations prior to tapping. On the other hand, Exhibitor's stand builders must coordinate with the designated official booth system/electrical contractor;
- 3. Be responsible for inspecting all electrical installations and connections;
- Allow the additional electrical connection to be installed by the Exhibitors if this has been requested in advance and there is excess power capacity to accommodate it for which the official booth contractor may charge a corresponding fee to be approved by CITEM;
- 5. Ensure that all electrical wiring, circuit breakers, transformers, convenience outlets, etc. used for the booths, registration/information counters, other counters and special settings are installed in accordance with electrical standards and are securely and neatly fastened and kept away from walkways/aisles in public view/access. Further, the material to be used for fastening purposes (e.g. tapes, molding etc.) should match the color/shade of the background surface;
- Provide electrical connection of 600 watts (300 watts lighting and 300 watts outlet) per 9 square meter booth for Exhibitors availing of the booth system package. The electrical consumption shall have a fixed rate per 9 sqm booth based on the prevailing kwh rates of the Venue;

- Before egress, the Official Booth and Venue Contractor shall collect the electrical consumption fee from Exhibitors availing of the booth systems package as part of the Egress clearance procedure.
- Exhibitors availing of RAW SPACE with more than 600W electrical load is required to apply for their own circuit breaker with the Official Booth Contractor;
- 9. For exhibitors with electrical consumption exceeding the 600 watts allocation per 9 square meter booth system package, the Official Booth and Venue Contractor shall charge the prevailing kilowatt hour rate + 12% VAT during ingress and event proper based on exhibitors' actual requirement as indicated in the submitted Electrical Plan and Order Form. These amounts may vary depending on the electrical charges of the event venue per kilowatt hour;
- 10. For raw space Exhibitors, the Official Booth and Venue Contractor shall charge the electrical consumption based on submitted Electrical Plan and Order Form. These amounts may vary depending on the electrical charges of the event venue per kilowatt hour and the required load requirement of each exhibitor.
- The Official Booth and Venue Contractor shall prepare a summary of electrical consumption to be submitted to CITEM and venue owner (WTC).
- 12. Pay the venue owner (World Trade Center Metro Manila) the total electrical consumption collected from exhibitors who availed of the CITEM booth system and those who applied for individual circuit breakers used during the event <u>except those used by CITEM for Special Settings and areas and partners.</u>

D. ON WATER REQUIREMENTS

- The connection to the existing water supply network of the exhibition venue must be directly carried out by the Official Booth and Venue Contractor with reference to the water connection requirements of CITEM on behalf of the Exhibitors and participants;
- If the need arises, the Official Booth and Venue Contractor shall install a temporary preparation and wash area at a location that will agreed upon by CITEM and Venue Owner with the following provisions;
 - a. Sink with faucet
 - b. Preparation Table
 - c. Water connection
 - d. Waste Water System
 - e. Enclosed room (system or tent)
 - f. Waste Bin

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E. MANPOWER REQUIREMENTS

- Assign its own supervisory personnel, technical staff, electricians, booth system and carpet installers, etc., to attend to and service the booth and electrical requirements of the Exhibitors and CITEM from ingress to egress.
- The assigned personnel shall give utmost priority to CITEM projects and shall be sufficient enough in number to cover and finish all requirements on the required time. The performance of these personnel shall be subject to the evaluation of CITEM.

 All assigned personnel must be in proper uniform and must wear an appropriate ID always when in the exhibition site. The uniform must indicate if some assigned personnel is an electrician, installer, carpenter etc.

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- Provide and install a service information booth during the ingress to egress to easily locate its personnel for immediate rendering of services,
- Assign enough supervisory personnel, technicians and electricians to attend to and service the booth and electrical requirements of the Exhibitors and CITEM during the ingress and fair proper. Personnel must be present especially right before the opening of the trade fair.

F. OTHER SERVICE REQUIREMENTS

- The Official Booth and Venue Contractor shall take charge of the plotting of the assigned venue prior to the contractor's ingress under the supervision of CITEM's Exhibition and Design Division.
- Install, dismantle and haul new or existing CITEM carpets on agreed time schedule.
- Board up vacant booths and vacant spaces using aluminum systems framing, <u>free of charge</u>. The instruction to board up shall come from the Exhibition and Design Division.
- 4. During ingress and fair proper, as the need arises, additional booth, booth furnishings and amenities, system panels, electrical requirements (e.g., wall panel, convenience outlet, shelves, electrical cord, etc.) shall be sourced by the Organizer from the Official Booth and Venue Contractor with no on-site order surcharges.
- The Official Booth and Venue Contractor must provide an Additional Amenities Order Form with a special discounted rate* only applicable to the Organizer for the whole duration of the event. Standard rates will apply if exhibitors order on site.

G. OTHER CONDITIONS

- The Official Booth and Venue Contractor's winning/approved rate shall also apply to all CITEM co-organizers, sponsors and other partners whose booth/setting requirements are coursed through CITEM.
- 2. The Official Booth and Venue Contractor may charge a management or supervision and responsibility fee (SRF) to the other booth contractor tapped by any Exhibitor to provide/construct its booth, whether aluminum or non-aluminum. This applies only in case the venue owner charges the official booth contractor a management/accreditation fee. In case of damages, the Official Booth and Venue Contractor shall cover all financial obligations and indemnifications due to the venue owner.

 No management/ supervision and/or responsibility fee shall be billed to the Organizer's contractors and partners working on special setting/areas which will be identified prior the event.

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- The Official Booth and Venue Contractor shall undertake turn-over to and from venue owner before and after the event.
- The Official Booth and Venue Contractor shall provide CITEM copies of its prenumbered Additional Amenities Order forms for pre-ordered and on-site orders.
- The Official Booth and Venue Contractor perform its obligations and services in accordance with the best acceptable professional standards and theories of the exhibition industry. It shall exercise reasonable skill, care and diligence in the discharge of the duties agreed to be performed.
- 7. The Official Booth and Venue Contractor shall be liable for failure of the facility caused by faulty construction, installation, wiring, etc. It shall hold CITEM and its agents/officers free from any and all liabilities, suits, actions, demands or damages arising from death or injuries to persons and properties, or any loss resulting from or caused by its personnel, incident to or in connection with the services to be performed.
- The Official Booth and Venue Contractor shall indemnify, protect and defend at its own expense, CITEM and its agents/officers from and against all actions, claims and liabilities, arising out of acts done by its personnel/representatives in the performance of the services.
- The Official Booth and Venue Contractor shall bind itself to protect and hold CITEM free and harmless from any suit or liability arising from non-payment of any of the exhibitors it being understood that the transaction is strictly between the exhibitor and the contractor.
- The Official Booth and Venue Contractor shall ensure that all amenities are delivered and/or services are rendered and are covered by Acknowledgement Receipt.
- Upon acceptance by the Official Booth and Venue Contractor, it shall warrant and guarantee to complete and finish all its works, deliverables and services on the agreed time.
- 12. The Official Booth and Venue Contractor warrants and shall guarantee all its works, deliverables, and services to be in good condition and in accordance to the best acceptable professional standards and theories of the exhibition industry, throughout the duration of the project.
- 13. In case the Official Booth and Venue Contractor declines to accept and fulfill CITEM requirements, CITEM has the right to assess and evaluate the validity of reasons and may decide to undertake the works on its own or hire the services of other contractor/s, the cost of which shall be deducted from the total contract price payable to the Official Booth and Venue Contractor.
- 14. The Official Booth and Venue Contractor shall collect the accomplished Additional Amenities Order Forms and Electrical plan from Exhibitors requesting to be serviced. Exhibitors shall settle their electrical consumption and extra orders onsite directly with the Official Booth and Venue Contractor depending on filled up forms.

- The Official Booth and Venue Contractor shall submit a summary of all serviced on-site orders and submit the same to CITEM one week after the fair.
- The booth quantity estimates may increase or decrease and shall not be the basis for the Official Booth and Venue Contractor in providing its services for the above trade events and amenities.
- The Official Booth and Venue Contractor shall warrant that it has not given nor promised to give any amount of money, gifts, or favors to any CITEM official or employee and other third party in order to secure the contract.
- In case of inconsistency in terms and conditions outlined in the above provisions, the opinion of CITEM shall prevail.
- 19. The performance of the Official Booth and Venue Contractor shall be subjected to a review and evaluation after the project. If the Official Contractor meets/satisfies all obligations and obtains a "Satisfactory" rating, the contract will be extended/enforced for the succeeding edition, if necessary.
- In case the Official Booth and Venue Contractor fails to obtain a satisfactory rating, CITEM may opt to cancel its contract and undertake the project/s on its own or negotiate with other contractors. CITEM's decision on the performance of the Official Booth and Venue Contractor shall considered deemed final and binding.
- The Official Booth and Venue Contractor shall automatically supply CITEM, as the organizer, with aluminum system requirements if the need arises.
- 22. This Contract is automatically terminated in any of the following:
 - a. When and if the contract amount reaches the amount of Php1,623,800.00
 - b. Contract period is until 31 October 2019.

PENALTY FOR DELAY/BREACH

- 1. It is hereby understood that should the authorized representative of CITEM refuse to accept delivery from the Official Booth and Venue Contractor 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 Official Booth and Venue Contractor actually delivered the items at the subject office.
- 2. If the Official Booth and Venue Contractor fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, 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 (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 CITEM shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

TERMINATION OF THE CONTRACT

 CITEM may terminate this Contract if the Official Booth and Venue Contractor does not show satisfactory performance in the delivery of services with acceptable quality based on the Specificationsand standards, after previous written warning/notice, PROVIDED that such termination shall not be construed as waiver of the Official Booth and Venue 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 the Official Booth and Venue Contractor, may terminate this Contract in whole or in part:

a. If the Official Booth and Venue 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 the CITEM; or

b. If the Official Booth and Venue Contractor fails to perform any other obligation(s) under the Contract;

c. If the Official Booth and Venue 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 the Official Booth and Venue Contractor shall be liable to CITEM for any excess costs for such similar Goods and Services. However, the Official Booth and Venue 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 the Official Booth and Venue Contractor if CITEM becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Official Booth and Venue 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. Notwithstanding the provisions of Article 13 of GCC, the Official Booth Contractor 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 Official Booth and Venue Contractor and not involving CITEM'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 Official Booth and VenueContractor shall promptly notify CITEM in writing of such condition and the cause thereof. Unless otherwise directed by CITEM in writing, the Official Booth 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

 In case of a dispute between CITEM and the Official Booth 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.
- This contract shall be governed by and construed in accordance with the laws of the Philippines.
- 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.
- 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 hereunto affixed their signatures on this 11th day of October 2019, hereat Pasay City, Metro Manila.

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ANNEX A -Page 1

CONFIRMATION OF STANDARD AMENITIES

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This is to confirm that MSD GODSPEED EXHIBITS CORPORATION., agrees to provide the following basic amenities to CITEM for Manila FAME October 2019, free of charge:

REQUIREMENTS	DETAILS	DIMENSIONS	QTY	REMARKS
Baggage Counter	System Structure with panels and bar stool	4.0m x 2.0m x 2.5m	1 Set	
Prayer Room and Breastfeeding Room	System Structure with panels, Lockable Door	6.0m x 2.0m x 2.5m (H) (See design)	1 set	
Brand Board and Info Board	System Structure only	4.0m x 0.5m x 2.5m (H) 6.0m x 0.5m x 2.5m (H)	2 units 2 units	E
Lobby Column Cladding	System Structure only	2.0m x 1.0m x 2.5m (H)	2 units	_
Lobby Colum Accent	System Structure only	1.0m x 1.0m x 2.5m (H)	2 units	
Main Aisle Brand Board	System Structure	3.0m x 0.5m x 2.5m (H)	2 units	
Welcome Wall	System Structure only	6.0m x 1.0 x 3.0m (H) 8.0m x 1.0 x 3.0m (H)	l unit 1 unit	
Ingress Counter	System Structure Panels Barstools One Layer -shelves Trash Bin Lockable Drawer	7.0m x 2.0m x 2.5m (refer to design)	1 set	
WTC Registration Area	Lockable Counter Back Wall Storage Area Chairs Carpet Power Supply Outlets Trash Bins All graphic requirements	28.0m x 2.5m x 2.5m (H) 20 lockable counters 26 chairs (refer to design)	1 Jot	
Meeting Room Backwall	System Structure only	3.0m x 0.5m x 2.5m (H)	3 units	
Stage Lobby	Wooden platform with carpet covering	6.00m (W) x 4.00m (L) x 0.30m (H)	ł unit	

Submitted by: Alma 9. Guildas

Signature over Printed Name of Authorized Representative

Sr. Account Saler Executive Designation AND SODVIPEED EXHIBITY, CORP. Company Name

And the second second

Date

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By:

PAULINA SUACO JUAN Executive Director^L

MSD GODSPEED EXHIBITS CORPORATION

By:

Dorting ALMA GUILALAS Sr. Account Sale Executive

Signed in the presence of:

MA. LOURDES D. MEDIRAN

Deputy Executive Director

ATTY. ANNA GRACE I. MARPURI OIC-DM, Operations Group 1

ms. NINLENE DOMINES - CAMPOS Director for marketing

MALERNA C. BUYAO Chief, Controllership Division

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay, on this 0CT 3 7 2019 day of October 2019 personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO JUAN		
ALMA CLULALAC		

MA GUILALAS

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged 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, refers to a Contract of Services consisting of thirteen (13) pages, including this page, whereon this acknowledgment is written.

WITNESS MY HAND AND SEAL on the place and date first-written above.

Doc No. Page No. Book No. Series of 2019

NOTARY PUBLIC ABADEJOS 801 -112 / 1 ROLL NO. 50905 MOLE COMPLIANCE NO. V-DOD2121