

**CONTRACT FOR THE ENGAGEMENT OF COORDINATOR FOR THE
WELCOME RECEPTION AND CULTURAL PROGRAMS OF THE
14TH ANNUAL MEETING OF THE IADI-ASIA PACIFIC REGIONAL COMMITTEE
AND INTERNATIONAL CONFERENCE**

KNOW ALL MEN BY THESE PRESENTS:

This *Contract for the Engagement of Coordinator for the Welcome Reception and Cultural Programs of the 14th Annual Meeting of the IADI-Asia Pacific Regional Committee and International Conference* (the "**Contract**") is made and entered into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION, a government instrumentality organized and existing under and by virtue of Republic Act No. 3591, as amended, with principal office address at 6782 SSS Bldg., Ayala Avenue corner V.A. Rufino Street, Makati City, Metro Manila, represented in this Contract by its Vice President for Corporate Affairs Group, **Mr. JOSE G. VILLARET, JR.** and hereinafter referred to as "**PDIC**"

- and -

_____, a corporation created and existing under the laws of the Republic of the Philippines with office address at _____ represented in this Contract by its General Manager, _____ and herein referred to as the "**COORDINATOR**"

WITNESSETH: That --

WHEREAS, **PDIC** will host the 14th Annual Meeting of the IADI Asia Pacific Regional Committee (APRC) and International Conference from June 15 to 17, 2016 at the Iloilo Convention Center in Iloilo City (herein after referred to as the "**Event**");

WHEREAS, **PDIC** needs the services of a coordinator for the welcome reception and cultural programs of the Event in order to assist **PDIC** in planning, conceptualization, coordination, staging, and ensuring the efficient conduct of the welcome reception and cultural night programs of the Event;

WHEREAS, the engagement of the services herein required is determined to be of small value procurement and thus may be procured through negotiated mode under Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act 9184 (The Government Procurement Reform Act);

WHEREAS, in line with Section 53.9.1 *supra*, **PDIC** on _____, sent out letters requesting for price quotations to three (3) known cultural program coordinators, namely: (i) _____ (ii) _____, and (iii) _____;

WHEREAS, of the price quotations submitted by the 3 known cultural program coordinators, the **COORDINATOR** submitted the lowest quotation and offered the most advantageous terms and conditions for **PDIC**;

WHEREAS, **PDIC** is willing to accept the offer of the **COORDINATOR** under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

I. SCOPE OF THE SERVICES

1. **OBJECTIVE.** The main objective of this Contract is to provide the necessary assistance to **PDIC** in planning, conceptualization, coordination, executing, and ensuring the efficient conduct of the welcome reception and cultural night programs of the Event. As country host, **PDIC** will hold a reception dinner and cultural show for the participants of the Event that will showcase the country's heritage, particularly Iloilo's unique culture.
2. **SPECIFIC ACTIVITIES OF THE CONFERENCE ORGANIZER.** The **COORDINATOR** shall, to the full satisfaction of **PDIC**, undertake the following:
 - 2.1. Conceptualize, plan, organize, manage, and execute as approved by **PDIC** the welcome reception and cultural night programs of the Event which shall include, but not limited to, the following:
 - 2.1.1. Preparation of concepts or themes, including the plans of execution, for the welcome reception and cultural night programs of the Event. The welcome reception and the cultural night must have Filipino-Spanish and Dinagyang-inspired themes, respectively;
 - 2.1.2. Preparation of scripts, including the engagement of the master of ceremonies, for the welcome reception and cultural night programs;
 - 2.1.3. Engagement of local talents for the programs which shall include, among others, singers, musicians, and dancers. The engagement of local talents herein referred to shall be understood to be at the exclusive expense of the **COORDINATOR**;
 - 2.1.4. Delivery and supply of the production requirements for the programs, including video presentations as approved by **PDIC**. and
 - 2.1.5. Set up of venues for the programs which must be consistent with the required themes.
 - 2.2. Manage the programs which shall include, but not limited to, ushering of guests/delegates from the drop-off area to the venues, and ushering them back to the bus after the programs. Ushers should be attired consistent with the themes.
 - 2.5. Coordinate with the owners/proprietors of the programs' venues to ensure the cleanliness of the venues as well as the orderliness of the parking and drop-off points.

- 2.6. Prepare for and respond to crisis situations, and plan and provide the necessary contingencies for medical and/or security emergencies.
- 2.7. Provide stand-by generator set(s) at the programs' venues to ensure sufficient power supply necessary to run all lights, air-conditioning, and sound installations in case of brownout or power shortage.
- 2.8. Render any and all services and assistance necessary for the successful staging/holding of the 14th Annual Meeting of the IADI Asia Pacific Regional Committee (APRC) and International Conference.
3. **SERVICE STANDARD.** The **COORDINATOR** agrees to devote, with utmost efficiency and effectiveness, its technical skills/ knowledge, undivided attention, and the best of its ability to the performance/fulfillment of its obligations under this Contract in accordance with the best professional standards. The **COORDINATOR** shall exercise all reasonable skills, care and diligence in the discharge of its services, and shall always work in the best interests of **PDIC**. To this end, the **COORDINATOR** shall provide such number of personnel, with the required qualifications and experience, as may be demanded for the efficient fulfillment of the services herein required.
4. **PROJECT PHASE AND TIMELINE.** This Contract shall commence on the date of the issuance of the Notice to Proceed (NTP). The **COORDINATOR** shall promptly and completely perform all items of work herein required, and submit all corresponding deliverables to **PDIC** within the period and in accordance with the schedule herein below provided:

DELIVERABLE	TIME FRAME
4.1. Execution Plan for the following programs: 4.1.1. Welcome Reception 4.1.2. Cultural Night	<ul style="list-style-type: none"> • Within 7 calendar days from Receipt of NTP
4.2. Complete physical and technical execution plans for the Welcome Reception and Cultural Night	<ul style="list-style-type: none"> • Within 7 to 12 calendar days from PDIC approval of the proposed Execution Plan
4.3. Submission of the Post-Event report	<ul style="list-style-type: none"> • Within ten (10) working days after the end of the Event (June 16, 2016)

PDIC may, at its option and at no additional cost to it, make amendments or modifications in the schedule herein above imposed.

II. COST AND PAYMENT OF SERVICE

1. **CONTRACT PRICE.** In consideration of the services to be provided by the **COORDINATOR** to **PDIC**, and its compliance with all the terms and conditions of this Contract, **PDIC** agrees to pay the **COORDINATOR** the amount of **TWO HUNDRED THOUSAND (PHP200,000.00)** Philippine currency, inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposts or levies which may be levied or imposed by the government, both national and local.

Payment shall be made according to the following schedule of payment. Payment herein specified shall be understood to be subject to any and all amounts required by law or this Contract to be retained or posted in favor of **PDIC** by the **COORDINATOR**.

DELIVERABLE	PAYMENT
1.1. Submission of approved Execution Plan for the following: 1.2.1. Welcome Reception 1.2.2. Cultural Night	30% of the Contract Price
1.2. Submission of complete physical and technical execution plans as approved by PDIC for the Welcome reception and Cultural Night	40% of the Contract Price
1.3. Submission of the Post-Event report	30% of the Contract Price

2. **BILLING AND PAYMENT METHOD.** Billing and payment of the services shall be made through progress billing as mentioned above. Payment of each and every progress billing/fee shall be made by **PDIC** not later than fifteen (15) calendar days from receipt of the billing statement, and after issuance by **PDIC** of the certificate of satisfactory completion of the deliverables/outputs submitted by the **COORDINATOR** for the corresponding deliverable. Satisfactory completion shall be understood to mean compliance by the **COORDINATOR** of all of the standards/requirements set by **PDIC** for every phase of work/milestone. For purposes of this provision, the **COORDINATOR** hereby acknowledges that **PDIC** shall be the final arbiter on the acceptability and sufficiency of the **COORDINATOR's** deliverables and completed outputs.

All payments made under this Contract shall be subject to **PDIC** and government accounting rules and regulations.

III. PROJECT TEAM

1. **PERSONNEL.** The services herein required shall be carried out by professional staff of the **COORDINATOR**, hereinafter called the "**EVENT Team**" to be composed by the following:

Team Leader:	(Name of the Team Leader)
Asst. Team Leader:	(Name of the Asst. Team Leader)
Team Members:	(Names of the Team Members)

The **COORDINATOR** shall always ensure that the team leader and other members of the Event Team who will actually perform the services must have the required experience in the field of tourism, marketing and communications, with adequate capability to address or respond to the delegates' articulated needs as they arise.

2. **REPLACEMENT OF PERSONNEL.** If any member of the Event Team resigns, is discharged or is withdrawn from the service by the **COORDINATOR**, the **COORDINATOR** shall immediately inform **PDIC** of such fact and undertake to make available, as soon as possible and without additional cost to **PDIC**, a suitable replacement of equivalent or better qualifications acceptable to **PDIC**. In like manner, the **COORDINATOR** shall replace any of its personnel found by **PDIC** to be unqualified, incompetent or undesirable.
3. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly understood and agreed that all members of the Event Team assigned by the **COORDINATOR** under this Contract are, for all legal intents and purposes, the employees of the **COORDINATOR** and not of **PDIC**, hence, **PDIC** has no employer-employee relationship with them.

IV. FIDUCIARY RELATIONSHIP

1. The **COORDINATOR** acknowledges that all information which the **COORDINATOR** and any member of the Project Team may obtain or receive in the course of this engagement is highly confidential; and that, the **COORDINATOR** agrees that the services covered by this Contract are strictly personal and confidential and that this Contract has been entered into because of the special and peculiar fitness and exceptional experience of the **COORDINATOR** and any member of the Project Team. By reason thereof, a breach of this Contract on the part of the **COORDINATOR** will subject **PDIC** to financial, material and operational loss. Accordingly,
 - 1.1 The **COORDINATOR** and the Event Team shall not, either during the effectivity of this Contract or at any time thereafter, disclose or furnish to any person, firm or corporation any and all information relating to **PDIC**.

- 1.2 The **COORDINATOR** and the Event Team shall not, during the effectivity of this Contract or at any time thereafter, be directly or indirectly engaged or have an interest in any business undertaking or operation of another group, office or company which, in the normal course of its operation, would necessitate the use of the information or knowledge gained or acquired by the **COORDINATOR** during its engagement by **PDIC**, unless written consent is obtained from **PDIC**.

V. REPRESENTATIONS AND WARRANTIES

The **COORDINATOR** represents and warrants that: **(1)** it is duly registered and licensed to do business in the Philippines, validly existing and in good standing under the laws of the Philippines in which the conduct of its business requires it to qualify, and has all requisite power and authority to carry on its business as now conducted, **(2)** its representative, _____, has full legal power to sign, execute and deliver this Contract and that it will comply, perform and observe the terms and conditions hereof, **(3)** it has the professional expertise and knowledge to render the services herein required, **(4)** its Team Leader and that of the members of the Event Team possess the required experience in tourism, marketing and communications with the capability to address or respond to the delegates' articulated needs as they arise, and that **(5)** this Contract, when executed and delivered, will be legal, valid and enforceable.

VI. PERFORMANCE EVALUATION

1. **PERFORMANCE EVALUATION.** The performance of the **COORDINATOR** and Event Team related to the services shall be evaluated by **PDIC**, through its Corporate Affairs Group (CAG).
2. **SPOT INSPECTION/MEETINGS.** From time to time and/or whenever necessary, **PDIC**, through its CAG, shall conduct a review of the activities or call for meetings in connection with the services of the **COORDINATOR** and the Event Team for the purpose of determining compliance with its obligations under the Contract.

VII. REMEDIES AND SANCTIONS

1. **LIQUIDATED DAMAGES.** In the event that the **COORDINATOR** violates or breaches any of the terms and conditions of this Contract, which includes neglecting to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the **COORDINATOR** shall be liable for damages for such failure and shall pay **PDIC** liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay or breach, in addition to other remedies that **PDIC** may exercise under this Contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by **PDIC**. In the event that the total sum of liquidated damages or the total cost to **PDIC** of any such delay or inability by the **COORDINATOR** to deliver its obligations exceeds 10% of

the contract price, **PDIC** may terminate this Contract upon giving the **COORDINATOR** written notice at least three (3) calendar days prior to the intended date of termination.

PDIC need not prove that it has incurred actual damages to be entitled to liquidated damages. Furthermore, **PDIC** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **COORDINATOR** under the terms of this Contract and/or from the securities/warranties filed/submitted by the **COORDINATOR** as **PDIC** may deem convenient and expeditious under the prevailing circumstances.

3. **SUSPENSION OF PAYMENT.** **PDIC** shall have the right to suspend, in whole or in part, any payment due to the **COORDINATOR** under this Contract in the event there is delay, default, failure or refusal on the part of the **COORDINATOR** to perform its obligations under this Contract. Further, **PDIC** shall have the right to procure/engage, upon such terms and manner as **PDIC** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **COORDINATOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **COORDINATOR**.

In the event that such delay, default, failure or refusal continues for a period equivalent to ten percent (10%) of either the Contract term or price, inclusive of the duly granted time extension, if any, **PDIC** shall have the right to terminate this Contract upon giving the **COORDINATOR** written notice at least three (3) calendar days prior to the intended date of termination. In addition, **PDIC** shall have the right to procure/engage the services of another contractor to complete the services required of the **COORDINATOR** under this Contract. Any and all expenses that **PDIC** may incur in connection thereto shall be for the sole account of the **COORDINATOR**, and shall accordingly be reimbursed to **PDIC** within fifteen (15) calendar days from written demand.

The **COORDINATOR** hereby agrees that the remedies mentioned above shall be understood to be without prejudice to other rights that **PDIC** may exercise under this Contract such as, but not limited to, the forfeiture of the **COORDINATOR's** Performance Security, as well as the availment by **PDIC** of other remedies under the applicable laws, rules and regulations.

4. **PRE-TERMINATION.** **PDIC** reserves the right to pre-terminate this Contract, subject only to three (3) calendar day notice prior to the intended date of termination, for any cause which may include failure of the **COORDINATOR** to perform in a timely manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to **PDIC** or violation by the **COORDINATOR** of any of the terms and conditions of this Contract.

VIII. OTHER GROUNDS FOR TERMINATION

1. **TERMINATION FOR UNLAWFUL ACTS.** **PDIC** may terminate this Contract, after giving the **COORDINATOR** written notice at least three (3) calendar days prior to the intended date of termination, whenever it is determined by **PDIC** that the **COORDINATOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to Contract acquisition and implementation. Unlawful acts shall include, but not necessarily be limited to, the following:

- 1.1. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act;"
- 1.2. Drawing up or using forged document/s;
- 1.3. Using materials, means or methods which are covered by rules/laws on copy right and/or plagiarism; and
- 1.4. Any other act analogous to the foregoing.

2. **TERMINATION FOR CONVENIENCE.** **PDIC** may also terminate this Contract, in whole or in part, at any time for its convenience, after giving written notice to the **COORDINATOR**, at least three (3) calendar days prior to the intended date of termination, if it has been determined by **PDIC** that the continuance of this Contract would be economically, financially or technically impractical and/or unnecessary on the part of **PDIC** such as, but not limited to fortuitous event(s), changes in law or **PDIC's** or the national government policies.

IX. TURN-OVER OF DOCUMENTS

Upon pre-termination/termination of this Contract, the **COORDINATOR** shall properly turn over to **PDIC**, without need of any demand, all documents, files, books, and records which came into the possession of the **COORDINATOR**, including other accountabilities.

X. EXERCISE OF RIGHTS

1. **NATURE OF RIGHTS.** **PDIC** shall have the right to exercise alternatively, concurrently or cumulatively all the rights and remedies now or hereafter available under this Contract and other applicable laws, rules and regulations.
2. **NON-WAIVER OF RIGHTS.** The failure of **PDIC** to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that **PDIC** may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn, shall continue to be in full force and effect. No waiver by **PDIC** of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by **PDIC**.

XI. FREE AND HARMLESS

The **COORDINATOR** agrees and binds itself to save and hold **PDIC** and/or its officials, employees, or agents free and harmless from any and all liabilities, suits, actions, demands for damages arising from death or injuries to persons, properties, or any loss resulting from or caused by any of its personnel or staff, directly or indirectly, incidental to or in connection with the performance of the services under this Contract.

Further, the **COORDINATOR** agrees to indemnify **PDIC** against any loss, injury or damage either to person or property which **PDIC** may suffer by reason of the willful, unlawful or negligent act or omission of the **COORDINATOR** or any of its personnel or representative.

The indemnity required herein shall be in addition to the foregoing remedies and sanctions which **PDIC** may exercise under this Contract.

XII. MISCELLANEOUS PROVISIONS

1. **DOCUMENTS INCORPORATED.** The provisions of this Contract shall be read together with the terms, conditions and specifications imposed during the procurement of the service, and embodied in the relevant bid documents, which documents shall be considered integral part of the provisions and requirements of this Contract. In case of conflict, the provisions of this Contract shall prevail.
2. **AMENDMENTS/MODIFICATIONS AND WAIVER**
 - 2.1 Any amendment or modification to this Contract must be in writing and signed by the Parties hereto. The **COORDINATOR** shall not implement any amendment or modification unless the same has been previously approved by **PDIC**.
 - 2.2 No waiver by **PDIC** of any provisions of this Contract shall be binding unless made expressly and in writing.
3. **BINDING EFFECT/ASSIGNMENT OF RIGHTS.** This Contract shall be binding upon the **COORDINATOR**, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the **COORDINATOR** shall not in any way assign, or transfer its rights and obligations under this Contract without the written approval of **PDIC**.
4. **GOVERNING LAW AND LANGUAGE.** The rights and obligations of the parties hereto shall be governed primarily, by the provisions of this Contract, and suppletorily by the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Contract. All correspondences and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. **NOTICES** – Any report, certificate, notice, request, consent and such other matters related to this Contract which are required or permitted to be given hereunder shall be in writing and shall be personally delivered or transmitted by registered mail with postage prepaid to the parties as follows:

To PDIC :

Mr. Jose G. Villaret

Vice President, Corporate Affairs Group
c/o Atty. Zuleika T. Lopez

Department Manager,
International Relations Department
10th Floor SSS Bldg.

6782 Ayala Avenue cor. V.A. Rufino Street
Makati City, 1226

To _____:

6. **SEVERABILITY.** If any one or more provisions of this Contract shall, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
7. **VENUE OF ACTION.** Any dispute arising out of or in connection with this Contract shall be referred to and finally resolved in the proper courts of the City of Makati, Metro Manila to the exclusion of all other courts.
8. **LITIGATION COST.** In the event that **PDIC** is compelled to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this _____ day of _____, 2016 in Makati City, Philippines.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION**
Client

By:

JOSE G. VILLARET JR.
Vice President,
Corporate Affairs Group

Coordinator

By:

CERTIFICATION

This is to certify that pursuant to **Board Resolution No. 2015-02-021** dated FEBRUARY 9, 2015, the amount of **TWO MILLION PESOS (PHP2,000,000.00)** has been set aside and made available in the Corporate Operating Budget (COB) of the PDIC for the year 2016 to cover the implementation of the hosting of the 14th Annual Meeting of the IADI Asia Pacific Regional Committee (APRC) and Conference in 2016 by PDIC, inclusive of the budget for the **Welcome Reception and Cultural Programs' Coordinator** amounting to **TWO HUNDRED THOUSAND PESOS (Php200,000.00)**. The remaining amount of the contract, if any, shall be made available in the COB of the PDIC for the succeeding year.

GERONIMO V. AMBE
Vice President

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this ___ day of _____, 2016, personally appeared the following, to wit:

Name	CTC/ID	Placed Issued	Date Issued
Jose G. Villaret, Jr.	0859	Makati City	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing document and they acknowledged to me that the same are their own free and voluntary acts and deeds as well as the entities which they represent, and that they are duly authorized to sign the same.

This instrument refers to a *Contract for the Engagement of Coordinator for the Welcome Reception and Cultural Programs of the 14th Annual Meeting of the IADI-Asia Pacific Regional Committee and International Conference* consisting of twelve (12) pages, including this page where the Acknowledgment is written, signed on each and every page thereof by the parties and their instrumental witnesses and thereafter sealed with my notarial seal.

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

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2016.