

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into on 27 JUN 2022 2022 in Pasay City by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as the DFA), a government agency with principal office address at 2330 Roxas Boulevard, Pasay City represented herein by **HON. ANTONIO A. MORALES** Acting Undersecretary and Head of Procuring Entity;

AND

OPTH CRAFT ENTERPRISES. (hereinafter referred to as **Craft MNL**) with postal address Unit 302 3/F 926 Pasay Rd. Condo Corp. 926 San Lorenzo, 1224 City of Makati, NCR, represented herein by **Alexander Beltran Reyes**, owner of **OPTH CRAFT ENTERPRISES**.

-WITNESSETH-

WHEREAS, the DFA is tasked to promote an inclusive working environment, and ensure the wellbeing and welfare of its personnel;

WHEREAS, the DFA intends to *Conduct of Wellness Seminars/Workshops/Trainings under Project Crafting for FY 2022*;

WHEREAS, the DFA seeks to hire a competent and established provider to run the Department's *Wellness Seminars/Workshops/Trainings under Project Crafting*;

WHEREAS, **OPTH CRAFT ENTERPRISES** is duly authorized to engage in the business of providing craft kits and webinar facilitators and has the capacity to render the services required by the DFA for its program;

WHEREAS, the DFA decided to engage **OPTH CRAFT ENTERPRISES** to conduct the Department's *Wellness Seminars/Workshops/Trainings under Project Crafting*.

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract for the conduct of the "*Wellness Seminars/Workshops/Trainings under Project Crafting*" in the DFA to **OPTH CRAFT ENTERPRISES** per BAC

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NTC-117-22

Resolution No. _____ adopted on _____ 2022, a copy of the Notice of Award is attached herewith as ANNEX "A:"

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

I. OBJECTIVE

The DFA and OPTH CRAFT ENTERPRISES agreed to run a series of webinars for the conduct "*Wellness Seminars/Workshops/Trainings under Project Crafting*" for CY 2022 (hereinafter, the Contract Period) for DFA personnel.

The *Wellness Seminars/Workshops/Trainings under Project Crafting* is designed as a series of four (4) virtual trainings/webinars to promote an inclusive working environment, and ensure the wellbeing and welfare of DFA personnel.

II. OBLIGATIONS OF THE PARTIES

1. Obligations of OPTH CRAFT ENTERPRISES:

- a. OPTH CRAFT ENTERPRISES shall develop and conduct the following four (4) virtual trainings/webinars and provide craft kits specifically designed for the conduct of the "*Wellness Seminars/Workshops/Trainings under Project Crafting*" within the Contract Period.

- i. Melt and Pour Soap Making
- ii. Acrylic Painting
- iii. Basic Embroidery
- iv. Creative Journaling and Aromatherapy

a.1 The main purpose of the *Wellness Seminars/Workshops/Trainings under Project Crafting* is to help personnel to de-stress, practice mindfulness and positive habit formation with the help of different crafting activities offered.

a.2 In view of the Covid-19 precautions on in-person gatherings, the *Wellness Seminars/Workshops/Trainings under Project Crafting* will be delivered online, with the original one-day workshop delivery for each virtual training/webinar through a series of virtual trainings/webinars as detailed below:

Title of Virtual Training/Webinar	Duration
Melt and Pour Soap Making	1 hour and 30 minutes
Acrylic Painting	1 hour and 30 minutes
Basic Embroidery	1 hour and 30 minutes
Creative Journaling and Aromatherapy	1 hour and 30 minutes

- b. OPTH CRAFT ENTERPRISES shall provide sufficient modules needed for the entirety of the virtual training/webinar.
- c. Following the completion of each virtual training/webinar, OPTH CRAFT ENTERPRISES shall prepare a Summary Report containing the necessary post-training evaluations and recommendations required by DFA.

2. Obligations of DFA:

- a. DFA shall provide OPTH CRAFT ENTERPRISES with a coordinator (site anchor) who shall represent DFA in taking care of overall administration of the virtual training/webinar, coordinating with the training participants, arranging for the venue of the training, and other logistical preparations, and preparing the proper forms for DFA personnel to be able to evaluate OPTH CRAFT ENTERPRISES performance.
- b. DFA shall provide alternative coordinators if needed, to ensure that the full scope of services in the contract have been availed in the course of the virtual trainings/webinars, and to prevent circumstances that may impede the completion of the virtual trainings/webinars.

III. CONTRACT PRICE

- a. For services mentioned in Paragraph II of this Contract, DFA shall pay OPTH CRAFT ENTERPRISES the following fees, inclusive of out-of-pocket expenses, contingency fund, VAT and other applicable taxes:

Title of Virtual Training/Webinar	Amount Inclusive of VAT and other applicable taxes
Melt and Pour Soap Making	Php 43,000

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Acrylic Painting	Php 50,750
Basic Embroidery	Php 29,250
Creative Journaling and Aromatherapy	Php 53,000
Total:	Php 176,000 <i>*inclusive of VAT and other applicable taxes</i>

- b. Costs related to operations, such as the venue of the session, materials, food and miscellaneous expenses, shall be for the account of the DFA.
- c. OPTH CRAFT ENTERPRISES shall bill DFA after each virtual training/webinar has been rendered.
- d. The DFA shall pay OPTH CRAFT ENTERPRISES by bank transfer from the Land Bank of the Philippines (LBP) through a List of Due and Demandable Accounts Payable (LDDAP) within thirty (30) working days, from the submission of the invoices and complete supporting documents. The LDDAP shall be payable to:

Craft MNL's Bank Account:

Account Name: OPTH Craft Enterprises
Account Type: Current
Bank Name: Bank of the Philippine Islands
Account no.: 9660 0022 83

IV. INTELLECTUAL PROPERTY

OPTH CRAFT ENTERPRISES shall retain ownership of all intellectual property rights over the content of all modules included in each virtual training/webinar. DFA shall retain the right to confidentiality of any and all materials, evaluations, and activity results. DFA shall also retain property rights to the materials used in each virtual training/webinar, the reports and evaluations from each virtual training/webinar, and the information from each virtual training/webinar subject to the confidentiality provision under Article VI of this Contract.

V. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between DFA and OPTH CRAFT ENTERPRISES and vice-versa. Accordingly, neither Party shall be in any way liable or responsible for any personal injury or damage, sustained or caused by any of the personnel provided by the

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other party, during the lawful performance of their duties.

VI. CONFIDENTIALITY OF INFORMATION

Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.

VII. REPRESENTATIONS/AMENDMENTS

The terms and conditions of this Contract may be amended, altered, and/or revised by written instrument signed by the Parties or their authorized representatives.

VIII. ASSIGNMENT

Neither Party shall assign, sublet, or transfer any interest in this Project without the written consent of the other.

IX. TERMINATION CLAUSE

The First Party may terminate this Contract for cause with five (5) days notice in writing to the Second Party. Cause of termination of this Contract includes, but is not limited to:

- i. failure to perform the service in accordance with professional standards;
- ii. failure to meet deadlines;
- iii. failure to meet or maintain all the requirements specified in this Contract;
- iv. fraudulent misrepresentations; and (v) breach of any of the provisions of this Contract.

X. SEPARABILITY

The Parties agree that if any provision of this Contract is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this contract and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.

This Contract supersedes, defeats, alters, controls or otherwise renders inoperative any and all previous agreements executed between the parties and may not be further modified, altered, or amended in any manner except by agreement in writing duly executed by the parties hereto.

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This Contract shall be governed by and construed according to the laws of the Republic of the Philippines.

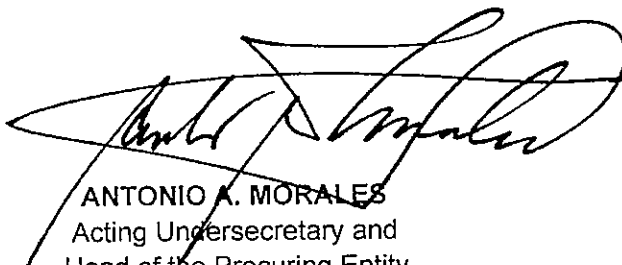
XI. EXCLUSIVE JURISDICTION

In the event of any dispute or difference that may arise between the Parties herein, in connection with this Contract or the interpretation and performance of any of its clauses, the Parties shall exert their best effort to amicably settle such dispute or difference. However, in case such dispute is not amicably settled, the parties shall submit themselves to the exclusive venue of the appropriate court in Pasay City, to the exclusion of any and all other courts that may exercise concurrent or coordinate jurisdiction.

XII. EFFECTIVITY AND TERM OF THE CONTRACT

This Contract shall take effect upon its signing by both Parties, and shall be valid for the duration of the Contract Period.

IN WITNESS WHEREOF, the Parties through their authorized representatives, have signed this Contract on the date and place above written.



ANTONIO A. MORALES
Acting Undersecretary and
Head of the Procuring Entity



ALEXANDER BELTRAN REYES
Owner, OPTH CRAFT ENTERPRISES

Signed in the presence of:



SULPICIO M. CONFIA DO
Assistant Secretary, OFMS



CHRISTOPHER B. MONTERO
Assistant Secretary, HRMO

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ACKNOWLEDGMENT

Republic of the Philippines)
 City of Pasay) **PASAY CITY**

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on ~~FEB 14~~ **FEB 14 2022** personally appeared **ANTONIO A. MORALES**, Acting Undersecretary and Head of the Procuring Entity, Department of Foreign Affairs, and **OPTH CRAFT ENTERPRISES** represented by **ALEXANDER BELTRAN REYES**, Owner of **OPTH CRAFT ENTERPRISES**, known to me to be the same persons who executed the **CONTRACT** consisting of seven (7) pages including the page on which this acknowledgement is written. All pages have been signed by the parties and their witnesses, and they acknowledge to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES DFA Representative			
ALEXANDER BELTRAN REYES OPTH CRAFT ENTERPRISES, Owner	P4683613B	DFA NCR South	04 Feb 2020

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on the date and in the place above written.

ATTY. IMELDA A. PANIS
 NOTARY PUBLIC EXTER **NOTARY PUBLIC**
 PTR NO. 0007500 JAN 03 2022
 IBP LIFETIME MEMBER NO. 00305 ROLL NO. 02004
 MCLE NO. VI-0029700 NOV. 11 2010 UNTIL 2022
 COMMISSION NO. 2010-022
 1091N. LOPEZ ST. ERMITA, MANILA
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