

CONTRACT FOR SERVICES

KNOW ALL BY THESE PRESENTS:

This Contract is entered into on 09 AUG 2024 2024 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** Head of Procuring Entity;

AND

OPTH CRAFT ENTERPRISES a Sole Proprietorship (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 **Craft MNL**.

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 *Wellness Seminars/Workshops/Trainings under Project Crafting for FY 2024*;

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

WHEREAS, **Craft MNL** 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 **Craft MNL** to conduct the Department's *Wellness Seminars/Workshops/Trainings (Project Crafting)*;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the contract for the conduct of the "*Wellness Seminars/Workshops/Trainings under Project Crafting*" is awarded to **Craft MNL** per BAC Resolution No. HO-118-24

adopted on 01 August 2024. 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 Craft MNL agree to run a series of webinars for the conduct of "*Wellness Seminars/Workshops/Trainings under Project Crafting*" for **CY 2024** (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 Craft MNL:

- a. **Craft MNL** shall develop and conduct the following four (4) virtual trainings/webinars for 20 to 30 participants for each craft, and provide craft kits specifically designed for the conduct of the "*Wellness Seminars/Workshops/Trainings (Project Crafting)*" within the Contract Period.

- I. Acrylic Painting
- II. Custom Paint-by-Numbers
- III. Make Your Own Slides Workshop
- IV. Taka painting

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

a.2 The *Wellness Seminars/Workshops/Trainings (Project Crafting)* will be delivered online, with the original one-day workshop delivery for each virtual training/webinar through:

Title of Virtual Training/Webinar	Duration
Acrylic Painting	2 hours
Custom Paint-by-Numbers	2 hours
Make Your Own Slides Workshop	2 hours
Taka Painting	2 hours

b. **Craft MNL** shall provide sufficient modules needed for the entirety of the virtual training/webinar.

c. Following the completion of each virtual training/webinar, **Craft MNL** shall prepare a Summary Report containing the necessary post-training evaluations and recommendations.

2. Obligations of DFA:

a. DFA shall provide **Craft MNL** with a coordinator (site anchor) who shall represent DFA in taking care of the overall administration of the virtual training/webinar, coordinating with the training participants, arranging the venue of the training, and other logistical preparations, and preparing the appropriate feedback forms for DFA personnel to be able to evaluate **Craft MNL** performance.

b. DFA shall provide coordinators 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 **Craft MNL** the following fees, **inclusive** of out-of-pocket expenses, contingency fund, VAT, all applicable taxes and other lawful charges:

Title of Virtual Training/Webinar	Amount Inclusive of VAT and other applicable taxes
Acrylic Painting (30 kits)	53,000 php

Custom Paint-by-Numbers (30 kits)	53,000 php
Make Your Own Slides Workshop (30 kits)	82,500 php
Taka Painting (20 kits)	10,000 php
	198,500 php <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. **Craft MNL** shall bill DFA after each virtual training/webinar has been rendered. Payment shall be made within fifteen (15) working days from receipt of invoice and complete supporting documents. Payment shall be made in accordance with applicable regulations for government payment of obligations upon submission by **Craft MNL** of complete supporting documents to the DFA-Human Resources Management Office (HRMO).
- d. The DFA shall pay **Craft MNL** by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within fifteen (15) working days. 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
- e. Craft MNL shall issue an official receipt for the payment made by the DFA. All payments shall be in accordance with government audit and accounting laws, rules, and regulations; and
- f. In case of electronic submission of invoice and complete supporting documents, the release of the payment shall require the submission of the physical and/or original copies of the same.

IV. INTELLECTUAL PROPERTY

Craft MNL 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 **Craft MNL**. Accordingly, neither Party shall be in any way liable or responsible for any personal injury or damage, sustained or caused, 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 DFA may terminate this Contract for cause with five (5) days notice in writing to the Craft Mnl. 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.

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

XI. DISPUTE SETTLEMENT

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. In the event that an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Contract shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.

XII. Third Party Contracts

Any other contract or agreement entered into by Craft MNL and a third party shall be exclusively between such parties, to the exclusion of the DFA. Craft MNL warrants that it shall hold free and harmless the DFA from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect,

consequential, or punitive damages relating to the conduct or completion of the Project. Craft MNL agrees to assume, as it hereby assumes, all liabilities for any such loss or damage and undertakes to have any claim against the DFA arising out of third-party complaints of any nature in relation to the Project filed before any court, agency or tribunal dismissed, and should the DFA be made to pay for damages or losses caused, to reimburse or indemnify the DFA, and to pay any expenses incurred as a result, subject to government audit and accounting rules and regulations.

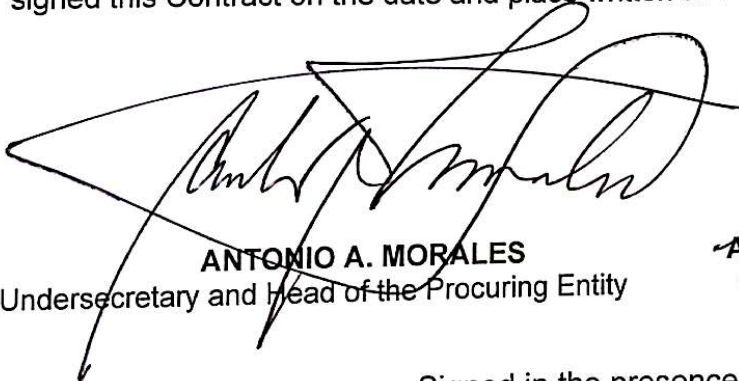
XIII. Data Privacy Act

Craft MNL and its personnel are required to observe the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, Craft MNL and its personnel shall be responsible for the destruction of all the data secured from the DFA after the termination of this Contract.

XIV. 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 written above.



ANTONIO A. MORALES
Undersecretary and Head of the Procuring Entity



ALEXANDER BELTRAN REYES
Owner, OPTH Craft Enterprises

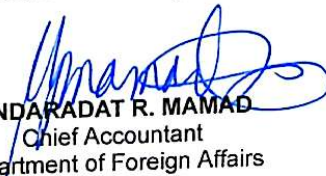
Signed in the presence of:



DOMINGO P. NOLASCO
Assistant Secretary, OFMS



CHRISTOPHER B. MONTERO
Assistant Secretary, HRMO



MINDARADAT R. MAMAD
Chief Accountant
Department of Foreign Affairs

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ACKNOWLEDGMENT

Republic of the Philippines)
City of Pasay) S.S.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 21 OCT 2024 personally appeared **ANTONIO A. MORALES**, Undersecretary and Head of the Procuring Entity, Department of Foreign Affairs, and **Craft MNL**, represented by **ALEXANDER BELTRAN REYES**, Owner of Craft MNL, known to me to be the same persons who executed the CONTRACT consisting of eight (8) 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	D0013516A	DFA MANILA	08 MAR 2024
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.

Doc. No. 21;
Page No. 12;
Book No. 9;
Series of 2024.

ATTY. MARY JOYCE AUTE
NOTARY PUBLIC CITY OF MANILA
ROLL NO. 60777 IBP LIFETIME NO. 1599-02/02/2016, PASIG CITY
PTR NO. 1527767-01/02/2024
COMMISSION NO. 2023-018-01/01/2023 UNTIL DEC. 31, 2024
MCLE NO. VII-0001648-10/20/2019 VALID UNTIL APRIL 14, 2025, P.C.
OFFICE, BURGUNDY TRANSPACIFIC-PLACE TAFT AVE., MALATE MANILA