

CONTRACT OF SERVICES
(DROPOUT PHOTOGRAPHER for Manila FAME Digital Catalog (Zone 1 Coverage))

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 Avenue, Pasay City, represented in this act by its Executive Director, **PAULINA SUACO-JUAN**, hereinafter referred to as "**PROCURING ENTITY**";

-and-

THE CROWN BOOK GROUP, INC., a corporation duly organized and existing under Philippine laws, with office address at 20/F Zuellig Building, Makati Avenue, cor. Paseo de Roxas, Makati City, represented in this act by its Vice President, **JOSE MIGUEL ANGELES**, and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM) will spearhead Digital Trade Community Platform (DTCP) to implement its signature event, Manila FAME. Part of the exhibitor services offered in this new platform is the Manila FAME Digital Exhibitor Storefront;

WHEREAS, there is a need to procure the services of a Dropout Photographer for Manila FAME Digital Catalog to identify, organize, and activate simultaneous studio photography sessions and work with various suppliers from Luzon (Zone 1 Coverage) of Manila FAME Digital Storefront.

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted Public Bidding in accordance with Sec. 10 of RA 9184, among the invited bidders; those who took interest to participate in the bidding, two (2) submitted its bid, wherein The Crown Book Group, Inc. was declared as the Lowest Calculated Bid (LCB);

WHEREAS, the BAC designated a Technical Working Group to conduct a post qualification of the above requirement, and it was recommended that The Crown Book Group, Inc. is substantially compliant for the above-mentioned requirement;

WHEREAS, upon careful examination and evaluation, the BAC found and declared The Crown Book Group, Inc., as the Single Calculated and Responsive Bidder;

WHEREAS, The Crown Book Group, Inc., is willing and capable to execute the contract as a Dropout Photographer for Manila FAME Digital Catalog for the Digital Trade Community Platform (DTCP) to implement its signature event, Manila FAME.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Services outlining the responsibilities of a Dropout Photographer for Manila FAME Digital Catalog, (Zone 1 Coverage) as follows:

Article 1. Scope of Services

1.1 The Contractor shall provide services and abide with the specifications stated hereunder:

PARTICULARS	AMOUNT
Hiring of Dropout Photographer for Manila FAME Digital Catalog (Zone 1 Coverage)	Php 3,700,000.00

1.2. Scope of Work:

A. NATIONWIDE STUDIO PHOTOGRAPHY MANAGEMENT Identify, Organize, and activate simultaneous Studio Photography sessions and work with various suppliers from Luzon, Visayas, and Mindanao. Operations Group 1 will provide a list of **40 exhibitors under Zone 1** assigned to the Supplier.

B. VIRTUAL MEETINGS WITH CITEM AND COORDINATION WITH THE CONTENT PRODUCER FOR MANILA FAME DIGITAL CATALOG

- Align action plans, deadlines, and target dates of deliverables with the Content Producer;
- Finalize Zone Assignments of the 40 Manila FAME Exhibitors together with Manila FAME Team and Visual Design Division
- Submit a final timetable of activities to CITEM and to the Content Producer
- Create a logistics plan for the Collection, Storage, and Returning of Exhibitor Products



C. LOGISTICS & DROPOUT STUDIO PHOTOGRAPHY SESSIONS

- Cater to Forty (40) Exhibitors with 25 products per brand.
- Ensure the movement and delivery of products.
- Decide on the need to book Studio Rentals based on the approved Production calendar.
- Decide on Set Designer, hiring of Models, and Editorial Assets.
- Professionally shoot selected products of all product sectors (furniture, furnishings, houseware, gifts, holiday décor, apparel and fashion accessories).
- Produce (40) Exhibitor Folders in the Cloud Drive with the following contents:
 - 25 Products (each should have five 5 angle shots):
Front, Side, Top, Quarter, Texture shots
 - An Excel Sheet of Product Thumbnail, Product Names, Product Description, Material

D. POST-PRODUCTION

- Ensure the return of the products to exhibitors.
- Ensure proper labelling of Photos
- Submission of 300dpi resolution JPEG files
- Total of 5,000 Photos (40 Exhibitors x 25 Products x 5 shots)

1.3. RESPONSIBILITIES OF CITEM

1. Approving authority on the Content Production Plan
2. Approving authority of the Standard and Special Content Coverage Packages and Inclusions
3. Approving authority of overall Creative Direction which includes Photography and Lighting Set-up, Storyboard, and Editorial Style Guide
4. Signing Authority for the Release of Payments.
5. Penalize, if deemed necessary, or deduct the contract price if violations are incurred, such as delay in the delivery, quality of service, or non-compliance to the project outputs, among others.

VISUAL DESIGN DIVISION

1. Organize coordination meetings between the Supplier, Operations Group, and Office of the Executive Director
2. Assist in the Project Activation and Operational Requirements from Pre-Production down to Project Implementation.
3. Ensures the timely delivery of each Project Milestone.
4. Assists in the processing of payments in coordination with the Accounting Division.
5. Exclusively keep the rights/ownership of all images/videos/concepts created or developed by reason of this engagement/contract.
6. Penalize, if deemed necessary, or deduct the contract price if violations are incurred, such as delay in delivery, quality of service, or non-compliance to the project outputs, among others.
7. Assist in Quality Control of all Materials.

OPERATIONS GROUP 1

1. Assist in the completion of the Content Production Plan.
2. Provide the necessary exhibitor information required by the Supplier.
3. Participate in all coordination meetings with the Supplier.
4. Assist supplier in communicating with 100 nominated exhibitors.
5. To act as DTCP Accounts Managers serving as the conduit between the creative requirements of our clients and their assigned content developers.
6. Responsible for communicating the program initiatives and securing the commitment as well as the compliance of the 100 exhibitors.
7. Exclusively keep the rights/ownership of all images/videos/concepts created or developed by reason of this engagement/contract.
8. Penalize, if deemed necessary, or deduct the contract price if violations are incurred, such as delay in delivery, quality of service, or non-compliance to the project outputs, among others.
9. Assist in Quality Control of all Materials
10. Must be present during the Digital Ingress and Beta-testing of the Manila FAME Digital Catalog.

RESPONSIBILITIES OF THE CONTRACTOR

1. Reports directly to the Manila FAME Content Producer, Operations Group 1 and Visual Design Division.
2. Efficiently and effectively implement the scope of work/coverage and ensure at least a very satisfactory delivery of the outputs stipulated/required.
3. Ensure the capability (in terms of equipment and personnel) to deliver the requirements.
4. Ensure the timely delivery of digital assets and be present during the digital ingress period.
5. Attend and organize coordination meetings or assign a contact person to represent in physical, group, or virtual meetings.
6. Ensure that the products submitted by the exhibitors are properly returned depending on the logistics arrangement.
7. Ensure that all revisions coordinated by the Visual Design Division, Operation Group, and the Office of the Executive Director are addressed.

1.4. TERMS AND SPECIAL CONDITIONS

Should the creative team unable to serve a total of 100 exhibitors they are assigned to due to unforeseen circumstances or *force majeure*, and other factors beyond their control (e.g. no applicants), they shall inform CITEM through its assigned project coordinator, and shall discuss alternate deliverables, if necessary.

Below are the alternative deliverables that may be suggested or negotiated with the content

TERMINATION OF THE CONTRACT

1. The **PROCURING ENTITY** may terminate this Contract if the **CONTRACTOR** does not show satisfactory performance in the delivery of services with acceptable quality based on the Specifications and standards, after previous written warning/notice, PROVIDED that such termination shall not be construed as waiver of the **CONTRACTOR's** liabilities and the **PROCURING ENTITY's** right to recover the value of payments 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 **CONTRACTOR**, may terminate this Contract in whole or in part:

- a. If the **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 **PROCURING ENTITY**; or
- b. If the **CONTRACTOR** fails to perform any other obligation(s) under the Contract;
- c. If the **CONTRACTOR**, in the judgment of the **PROCURING ENTITY**, 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 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 **CONTRACTOR** shall be liable to the **PROCURING ENTITY** for any excess costs for such similar Goods and Services. However, the **CONTRACTOR** 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 **CONTRACTOR** if the **CONTRACTOR** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the **CONTRACTOR**, 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 **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 **CONTRACTOR** and not involving the **CONTRACTOR'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 **CONTRACTOR** 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 **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

1. In case of a dispute between the **PROCURING ENTITY** and the **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.
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.




Article 3. General Conditions

1. All deliveries/undertaking shall be subjected to inspection by CITEM. Poor quality execution of work are to be rejected/withdrawn at the expense of the Contractor; and CITEM has the right to impose penalty and/or cancel this Contract of Services;
2. Time is of the essence for the completion of the work described in this contract. It is expected from the contractor that all work described herein will be completed as described in Articles 1.1 & 1.2 and that any delay in the completion of the work described herein shall constitute a material breach of this contract and the contractor shall be liable for damages.
3. In the event the Contractor encounters delay in the implementation of items 1.1, 1.2, 1.3, 1.4 and 1.5 of Article 1, it shall promptly notify CITEM of such delay stating the reason for such delay and may request for an appropriate extension for completion of services; provided that the delay is caused by circumstances beyond the Contractor's control or is due to force majeure. Any extension granted shall not entail additional fees over the consideration herewith provided.
4. Delay caused by reasons other than force majeure and/or delay in the implementation of items 1.1, 1.2, 1.3, 1.4 and 1.5 of Article 1 shall be tantamount to default. The Contractor shall then be required to pay CITEM the amount equivalent to **ten percent (10%)** of the total consideration for each day of delay incurred in the performance of its obligation until such time that the services are completely performed and the items are fully delivered and accepted.
5. Delay in the implementation of items 1.1, 1.2, 1.3, 1.4 and 1.5 of Article 1 are tantamount to material breach of this Contract of Services and shall be a ground for cancellation of contract; and the contractor shall be liable for damages. Material Breach of contract shall likewise include partial performance of the undertaking, abandonment of work, gross negligence of the Contractor, or poor quality execution of work.
6. That in case of material breach or cancellation of the contract, the contractor shall be liable to pay CITEM damages equivalent to the amount of this undertaking.
7. Contractor shall pay in full and on time all taxes accruing from this agreement and failure to do so shall entitle CITEM to suspend payment for any goods services delivered by the former. The Contractor shall present, within the duration of the contract, a quarterly tax clearance from the Bureau of Internal Revenue (BIR).
8. Without prejudice to the immediately preceding paragraph, CITEM may terminate this contract by giving appropriate notice to the Contractor. After termination, CITEM shall no longer be held liable for the payment of any fees.
9. CITEM may avail itself of such remedies as may be necessary and appropriate in the premises.
10. The Contractor undertakes to perform the work wholly by himself without assigning or sub-contracting any part of it to a third party.
11. The contractor shall deploy sufficient number of technically competent team of supervisors and workers to work on the project. The supervisors will be responsible for on-site supervision, and to effect liaison with CITEM and its designated representative.
12. The Contractor shall be liable for failure of the facility caused by faulty construction. It shall perform its obligation under this agreement in accordance with best-accepted professional standards. It shall exercise reasonable skill, care and diligence in the discharge of the duties agreed to be performed. To attain these ends, the contractor shall provide personnel with adequate experiences and qualifications.
13. Contractor shall hold CITEM and its agent/s officers free from any and all liabilities, suits actions, demands or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by its personnel incident to or in connection with the services under this agreement.
14. The Contractor 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.
15. The Contractor 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.
16. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of the **PROCURING ENTITY** refuse to accept delivery from the **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 **CONTRACTOR** actually delivered the items at the subject office.



development designers should there be any unforeseen circumstances that arise that hinder the successful delivery of the project/s:

CONDITIONS	ACTIONS	REMARKS
1. No applicants	Cancelled contract	CITEM will aggressively campaign for participants to join the content development program. However, in the most extreme case when there are no interested sign-ups, CITEM shall formally inform the creatives and release them from the contract
2. Does not meet target no. of companies	CITEM may allow the Content Producer to propose additional companies or select from the Manila FAME Database of 400+ exhibitors which they can offer their design services.	Rates of professional fees shall remain constant and will not increase/decrease whether the new exhibitors were outside the original first selection of 100 exhibitors.
3. Does not meet target no. of companies and CITEM was not able to provide an alternative exhibitor	CITEM Management will compensate the Content Producer based on the number of companies they served.	<i>Example A:</i> 10 (out of 15) companies successfully assisted \times Cost of 1 Exhibitor Factory Coverage = Payment the Content Producer shall receive + other expenses <i>Example B:</i> 90 (out of 100) companies successfully assisted \times cost of the entire package = Payment the Content Producer shall receive
4. Does not meet target no. of companies despite the list of alternative selection of companies provided by CITEM	CITEM Management to decide on the legalities and other negotiable conditions stated in the contract.	<i>Points of Negotiation:</i> a. RA9184 Rules on b. Service Extension c. Payment compensation equivalent to the number of companies they served.

1.5. TIMELINE

Description	Quantity	Timelines
List of Confirmed Photographers and Production Calendar	1 File	07-09 October 2020
Production Status Weekly Report	3 Files	15 - 31 October 2020
Production Cost Land Travel Logistics and Incidentals (Please see Terms of Reference Annex Agency Estimates for Shipment and Transportation)	40 Exhibitors	Zone 1: October 15-31
Dropout Studio Photography 1 Exhibitor = 25 products 1 Shot = Php700 Total of 40 Exhibitors	Max. of 5,000 Files	Zone 1: October 15-31
Report of Project Completion	1 File	15 November 2020

Article 2. Contract Price and Terms of Payment

- For services rendered, CITEM obligates to pay THE CROWN BOOK GROUP, INC., the amount of **Three Million Seven Hundred Thousand Pesos Only (P3,700,000.00)** inclusive of taxes, schedule of payment are as follows:

FIRST PAYMENT 15% : Submission of Content Calendar
 SECOND PAYMENT 40% Submission of Production Plan + 50% Dropout Photography Packages
 THIRD PAYMENT 30% Submission of 50% Dropout Photography Packages
 FINAL PAYMENT 15% Submission of Report of Completion
TOTAL 100%

4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

OCT 12 2020

IN WITNESS WHEREOF, the parties have affixed their signatures on this 12 day of October 2020, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

THE CROWN BOOK GROUP, INC.

By:


PAULINA SUACO-JUAN
Executive Director

By:


JOSE MIGUEL ANGELES
Vice President

Signed in the presence of:



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

PENK O. TAN

Treasurer


MALERNA C. BUYAO
Chief-Controllership Div.

ACKNOWLEDGMENT

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

OCT 12 2020

BEFORE ME, a Notary Public for and in the City of Pasay, on this 12 day of October 2020 personally appeared the following:


Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN		
JOSE MIGUEL ANGELES	PASSPORT: P2541262B	DFA NCR EAST - JULY 15, 2019

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 six (6) 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.

Doc. No. 69
Page No. 15
Book No. 3
Series of 2020


MA. CECILIA L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
COMMISSION NO. 20-04
ROLL NO. 27802
PTR NO. PC 7017532-PASAY CIT Y-I/6/2019
IDP NO. AR30761562-Q.O.1/G/2021
MCLE COMPL. NO. VI-0012231
ISSUED ON SEPTEMBER 13, 2018
ADDRESS-STALL #1, UNIT 54 ARNAIZ AVENUE, PASAY CITY, M.M

