



CITEM.504.TP.018

28 January 2021

**ODV CREATIVE MEDIA, INC.**  
1006, 88 Corporate Center, Sedeno Street,  
Salcedo Village, Makati City

Attn: **RICHARD J. ALARCON**  
Managing Director

**NOTICE TO PROCEED**

The attached Contract having been approved, notice is hereby given to **ODV CREATIVE MEDIA, INC.**, that work may commence, effective after the receipt of this notice, on the Contract for the **HIRING OF FOOD PHILIPPINES CONTENT DEVELOPER FOR THE SPECIALTY FOOD SECTOR**, in the amount of **TWO MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND PESOS (PHP2,688,000.00)**.

Thus, you shall be responsible in performing the services under the terms and conditions of the Contract and with the timeline schedule.

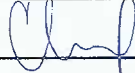
Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Approved by:

  
**PAULINA SUACO-JUAN**  
Executive Director 

I acknowledge receipt of the Notice on: June 13, 2021

Name of Representative of the Bidder: Richard Alarcon

Authorized Signature : 

**CONTRACT OF SERVICES  
(FOOD PHILIPPINES CONTENT DEVELOPER FOR THE SPECIALTY FOOD SECTOR)**

**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 "**CITEM**";

-and-

**ODV CREATIVE MEDIA, INC.**, a corporation duly organized and existing under Philippine laws, with office address at 1006, 88 Corporate Center, Sedeno Street, Salcedo Village, Makati City, represented in this act by its MANAGING DIRECTOR, **RICHARD J. ALARCON**, and hereinafter referred to as "**ODV**";

**WITNESSETH:**

**WHEREAS**, Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM) moves into a hyperreal trade experience through the new Food PHILIPPINES website that aims to expand international trade activities over the world wide web. The Food PHILIPPINES website will be redesigned mainly to focus on Brand Discoverability, Content Marketing and Distribution;

**WHEREAS**, CITEM is developing a new branding strategies using a custom-centric approach which aims to enhance FoodPHILIPPINES, the flagship banner of the country in international food exhibitions and trade-related events.

**WHEREAS**, there is a need to procure the services of a Content Developer who has the right knowledge and caliber in the Specialty Food Sector, equipped to produce various multimedia artists and with international PR connections.

**WHEREAS**, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted procurement activity in accordance with RA 9184 for the purpose of obtaining the best possible advantages in the form of the lowest price possible for the articles/works described below without, however, sacrificing quality.

**WHEREAS**, among the invited bidders; and those who took interest to participate in the bidding, two (2) submitted its bid; but only one (1) was declared eligible and proceeded with the opening of financial bid;

**WHEREAS**, the BAC designated a Technical Working Group to conduct the post qualification of the above requirement, wherein the latter submitted a post qualification report to the former for consideration.

**WHEREAS**, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that ODV Creative Media, Inc. is substantially compliant for the above-mentioned requirement.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Services outlining the responsibilities of a Content Developer for the Specialty Food Sector, as follows:

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**Article 1. Scope of Services**

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

PARTICULARS	AMOUNT
HIRING OF FOOD PHILIPPINES CONTENT DEVELOPER FOR THE SPECIALTY FOOD SECTOR	Php2,688,000.00

**1.2. SCOPE OF WORK:**

**I. DIGITAL CONTENT PRODUCTION**

1. Coordinate with CITEM Visual Design Division for content production and calendar.
2. Develop the following digital content materials.

**II. SPECIALTY FOOD CONTENT\***

- a. Present a content plan for all the companies that CITEM will feature (List of companies with the approval CITEM)
- b. Develop at least 10 story lines which may include but is not limited to the following and apply to various content formats
  - a. Specialty Food Recipe Videos\*
  - b. Specialty Food Products\*
  - c. Specialty Food Trends\*
  - d. Specialty Food Industry\*
  - e. Specialty Food Chefs/Personalities\*
  - f. Specialty Food Innovation\*

\*Inclusive of Production Cost and Incidentals, including Food Photographer, Food Stylist, Field Visits, Studio Rental, Copywriting services, and other content production requirements.

**1.3 SPECIFIC TIMELINE OF DELIVERABLES**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Present Content Plan for all companies that CITEM will feature (List of companies with the approval of CITEM)	1 storyline to be presented by the supplier	1 storyline to be presented by the supplier	December 2020 – 3 weeks
2	200 Specialty Food related-stories multimedia campaign materials in various formats: (a mix of food photography, copywriting video, animation, infographics, illustration and other digital media) and applicable in the following social media platforms (Facebook, Instagram, IGTV and Twitter)	200	200 stories	January to Feb 2021
3	Specialty Food recipe videos and photography	20 videos  20 photography with styling	40 recipe content pieces	January to Feb 2021

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4	Specialty Food Products	40 Photography 5 illustration	45 Food products content pieces	January to Feb 2021
5	Specialty Food Trend	10 infographics 10 photography 5 illustration	25 Food trends content pieces	Feb to March 2021
6	Specialty Food Industry photography	10 Food Industry photography	10 industry photography	Feb to March 2021
7	Specialty Food Food Chefs/Personalities	20 illustration 5 videos 20 photography	45 Food Chefs / personalities content pieces	Feb to March 2021
8	Specialty Food Food innovation	5 videos 10 photography 10 illustration	25 Food Innovation content pieces	Feb to March 2021
9	1 TB Hard Drive	1 unit	1 unit	March 2021
10	Submission of Report of Completion	1 report	1 report	March 2021
11	Travel/PPE/Incidental Allowance 4 members per Crew: - Photographer - Videographer - Audio - Assistant	1	1	March 2021

#### Responsibilities of the Supplier

1. Efficiently and effectively implement the scope of work/coverage and ensure at least a very satisfactory delivery of the outputs stipulated/required.
2. Ensure the capability (in terms of equipment and personnel) to deliver the requirements.
3. Ensure the timely delivery of digital assets as prescribed in the approved content calendar.
4. Attend and organize coordination meetings or assign a contact person to represent in physical, group, or virtual meetings.
5. Ensure with Operations Group 2, that all market segments have exhibitor representations.
6. Ensure that simultaneous processes and project timelines are properly handled.
7. To implement precautionary and safety measures before, during and after (Complete PPE, swab testing, social distancing) the shoot and onsite production of the said project

#### Responsibilities of CITEM

CITEM shall adhere to the following responsibilities:

1. Facilitate the service provider/contractor in acquiring easy coordination with the exhibitors and provide necessary assistance in covering ALL identified requirements for coverage.
2. Exclusively keep the rights/ownership of all images/videos/concepts created or developed by reason of this engagement/contract.
3. To implement precautionary and safety measures before, during and after (Complete PPE, swab testing, social distancing) the shoot and onsite production of the said project
4. 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.

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## PERIOD OF ENGAGEMENT

December 2020 – March 2021

### Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **ODV CREATIVE MEDIA, INC.**, the amount of **Two Million Six Hundred Eighty Eight Thousand Pesos Only (Php2,688,000.00)** inclusive of taxes, schedule of payment are as follows:

The terms of payment shall be as follows:

**FIRST PAYMENT - Total Amount: 30%**

Document to be Submitted:

- \* Approved story lines with their respective content plans and production calendar

**SECOND PAYMENT - Total Amount: 30%**

Document to be Submitted:

- \* 50% of the approved story lines

**THIRD PAYMENT - Total Amount: 40%**

Documents to be Submitted:

- \* Balance of the 50% of the approved story line
- \* Final output may include but is not limited to articles, social cards, videos, photos, etc.
- \* Turnover of files uploaded via Cloud storage address link
- \* 1TB External Hard Drive with 100% Accomplished Photo and Copy Assets delivered to CITEM on or before 31 March 2021.

Conduct a post-mortem meeting with CITEM a week after completion of the project

The inspections and tests that will be conducted are: Receiving of 1TB hard drive upon final delivery of all scope of work at CITEM – Golden Shell Pavilion, Roxas Blvd. cor Sen. Gil Puyat Ave. Pasay City.

### Article 3. General Conditions

1. Special Conditions stated in the Philippine Bidding Documents (PBD) and the Philippine Bidding Documents shall form part of this Contract of Services.
2. Should the creative team be unable to serve a total of 100% of the desired deliverables due to unforeseen circumstances or force majeure, and other factors beyond their control, CITEM shall pay an amount based on the total service rendered.
3. ALL creative concepts and original materials formulated and designed in conjunction with this project shall be exclusively owned by CITEM, and with full exercise of discretion and rights on future use.
4. That there is a Non-Disclosure Agreement between CITEM and the contracted party; that all materials/content created or developed by reason of this engagement/contract will form part of CITEM's content library and will be exclusively owned by CITEM;
5. That ODV will ensure that no copyright infringement will occur in the implementation of the project;
6. CITEM reserves the right to impose penalty if performance is unsatisfactory, if work/output is incomplete, not delivered or failed to meet deadline/s set.
7. ODV 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.



8. ODV hereby warrants that it has not given nor promised to give any amount of money, gift or favor/s to any CITEM official or employees and other third parties in order to secure this agreement.
9. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

#### **PENALTY FOR DELAY/BREACH**

1. If at any time during the performance of this Contract, **ODV** should encounter conditions impeding timely delivery of the performance of Services, **ODV** shall promptly notify **CITEM** in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of **ODV's** notice, **CITEM** shall evaluate the situation and may extend **ODV's** time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
2. A delay by **ODV** in the performance of its obligations shall render **ODV** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
3. If **ODV** fails to satisfactorily perform the services within the period specified in this Contract inclusive of duly granted time extensions if any, **CITEM**, shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of ONE TENTH OF ONE PERCENT (0.1%) of the total value (including handling charges) of the delayed services 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**

1. **CITEM** may terminate this Contract if **ODV** 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 **ODV's** liabilities and the **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 **ODV**, may terminate this Contract in whole or in part:

- a. If **ODV** 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 **ODV** fails to perform any other obligation(s) under the Contract;
- c. If **ODV**, 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:

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“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 **ODV** shall be liable to **CITEM** for any excess costs for such similar Goods and Services. However, **ODV** shall continue performance of the Contract to the extent not terminated.

## 1.2. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **ODV** 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 **ODV** and not involving **ODV’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, **ODV** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **ODV** 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 **CITEM** and **ODV**, 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.
4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

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IN WITNESS WHEREOF, the parties have affixed their signatures on this JUN 14 2021 day of \_\_\_\_\_ 2021, hereat Pasay City, Metro Manila.

**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

**ODV CREATIVE MEDIA, INC.,**

By:

  
**PAULINA SUACO-JUAN**  
Executive Director

By:

  
**RICHARD J. ALARCON**  
Managing Director

Signed in the presence of:

  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director

**CERTIFIED FUNDS AVAILABLE:**

  
**MALERNA C. BUYAO**  
DC, Controllership Div.

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of Pasay, on this JUN 14 2021 day of \_\_\_\_\_ 2021 personally appeared the following:


Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN		
RICHARD J. ALARCON	Philippine Passport - P2192777B	17 May 2019 / DFA NCR SOUTH

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 seven (7) 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. 320  
Page No. 65  
Book No. 2  
Series of 2021

  
**MA. CLEOFEL JAIME**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
COMMISSION NO. 20-04  
ROLL NO. 27202  
PTR NO. 7352950 PASAY CITY 1/4/20  
IBP NO. AR 30761562/1-5-2021  
MCLE COMPL. NO. VI-0012231  
ISSUED ON SEPTEMBER 13, 2018  
VALID UNTIL 4-14-22  
ADDRESS STALL # 1 UNIT 54 ARNAL  
AVENUE PASAY CITY, M.M.



CAF Form No. 2106121

Date: 6/3/2021

**CERTIFICATE AS TO AVAILABILITY OF FUNDS**

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of **TWO MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND PESOS (PHP2,688,000.00)** as payment to **ODV CREATIVE MEDIA, INC.** for the **HIRING OF FOOD PHILIPPINES CONTENT DEVELOPER FOR THE SPECIALTY FOOD SECTOR**

This certification is being issued for whatever legal purpose it may serve.



**MALERNA C. BUYAO**

Division Chief

Controllership Division

Reference:

Contract # CS210107

BUR# GFI-20121015