

02002399

CONTRACT OF SERVICES
(CONTENT PRODUCER for the Manila FAME DIGITAL TRADE COMMUNITY PLATFORM)

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-

SUMMIT PUBLISHING COMPANY, INC., a corporation duly organized and existing under Philippine laws, with office address at Pioneer Street, Mandaluyong City, represented in this act by its Advertising Group Director, **FLORENCE BIENVENIDO**, and hereinafter referred to as "**SUMMIT**";

WITNESSETH:

WHEREAS, Center for International Trade Expositions and Missions (CITEM) will spearhead Digital Trade Community Platform (DTCP), an online service platform hosted on a website, mainly with provisions for community engagement, interaction, information exchange, research insights, content production, content curation, social media integration and revenue generation.

WHEREAS, there is a need to procure the services of a Content Developer that is solely dedicated in producing multimedia content for the Manila FAME DTCP.

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 6 invited bidders, Summit Publishing Company, Inc., was declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, the BAC designated a Technical Working Group to conduct a post qualification of the above requirement, and upon careful examination and evaluation, the BAC found and declared Summit Publishing Company, Inc., as the Lowest Calculated and Responsive Bidder;

WHEREAS, Summit Publishing Company, Inc., is willing and capable to execute the contract as the Content Producer for Manila FAME 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 Content Producer for Manila FAME Digital Trade Community Platform, as follows:

Article 1. Scope of Services

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

PARTICULARS	AMOUNT
Hiring of Content Producer for Manila FAME Digital Trade Community Platform	Php 4,474,400.00

1.2. **Scope of Work:**

Content Producer Responsibilities and Deliverables

1. Pitch a content flow/development plan that outlines the content execution and promotion of the DTCP platform;
2. Submit a comprehensive multimedia content plan following CITEM event calendar;
3. Produce, develop and edit a minimum of three (3) new content pieces every week within a span of 14 months or a minimum number of 168 content materials to be published in the DTCP

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- {format includes but not limited to articles, newsletter, trends, graphics, event coverages (safety protocol to be strictly followed) and interviews among others};
4. Create two (2) videos per month within a span of 14 months or a minimum number of 28 video content to be published in the DTCP;
 5. Craft corresponding social media post to promote each content and video to be produced every week. Each content should have three (3) versions that follow the prescribed format of the top social media channels such as but not limited to Instagram, Facebook and Twitter. The minimum of 196 content materials will have three social post variety, equivalent to a minimum of 588 social media promotion content;
 6. Amplify or promote the platform through seeding or publication of related stories with DTCP hyperlinks to media channels;
 7. Assign a Project Manager and editor as primary point persons for CITEM. Editor must be able to exchange ideas with CITEM and answer content concerns. Project Manager must be able to operationalize content production, making sure deadlines are met, quality standards are kept and all parties concerned are updated;
 8. Hire or assign reputable lifestyle photographers and/or content creators to contribute in the content production;
 9. Assist in the content production of Manila FAME digital show/events (program to be confirmed);
 10. Turnover all coverage reports, data, interviews, photos, videos and all other multimedia materials gathered from the purpose of this contract in a hard drive;
 11. Recommend actions and solutions in response to insights and data to be provided by CITEM. These recommendations will be used should there be a need to adjust in the content direction in response to the performance of the DTCP and;
 12. Submit a Report of Performance with recommendations and solutions every month and a final report within one (1) month after the content production duration.

Responsibilities of CITEM

CITEM shall adhere to the following responsibilities:

1. Provide all pertinent data and information needed to ensure that the content developers will be aligned to CITEM mandate and directions;
2. Give access to the database of CITEM photos which can be used as additional materials;
3. Oversee content production through the Communications Management Division (CMD);
4. Assign a point person/s from CMD to coordinate relevant info to the DTCP content team;
5. Ensure alignment of all content to CITEM s mandate and direction;
6. Submit data and analytics gathered from the DTCP performance;
7. Route for review and approval of all content by CMD to the operations and management team before releasing/publishing in the DTCP.

1.3 SPECIFIC TIMELINE OF DELIVERABLES

Upon receipt of the Notice of Award, the hired Content Producer team should refer and follow the timeline specified below:

1. Pitch concepts and developmental plan of the DTCP, one week after receipt of Notice to Proceed.
2. Submit a multimedia content plan based from the agreed direction and concept, one week after concept approval.
3. Submit a weekly churn of minimum of three (3) content pieces and monthly churn of two (2) videos within the duration of the contact.
4. Submit monthly report and final report from the data analytics gathered from the Manila FAME DTCP

PERIOD OF ENGAGEMENT

The content developer shall be contracted for a period of 14 months upon awarding of bid by CITEM Bids and Awards Committee (BAC).

Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **SUMMIT PUBLISHING COMPANY, INC.**, the amount of **Four Million Four Hundred Seventy Four Thousand Four Hundred Pesos Only (P4,474,400.00)** inclusive of taxes, schedule of payment are as follows:
 - 30% - After awarding of notice to proceed and submission of concept plan and multimedia content plan
 - 20% - After completing a 5-month worth of Content from the weekly production schedule or a minimum of 70 content pieces.
 - 20% - After completing another batch of 5-month worth of Content from the weekly production schedule or another minimum of 70 content pieces.
 - 30% - After submission of all content requirements and final report with recommendations.

Article 3. General Conditions

1. SUMMIT deliverables shall complement, enhance and align with the CITEM's thematic direction in aiming to enhance the presence of exhibitors in the digital stratosphere, giving them a competitive advantage and added value services.
2. 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;
3. That SUMMIT will ensure that no copyright infringement will occur in the implementation of the project;
4. 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.
5. SUMMIT shall hold CITEM and its agent/s officers free from any and all liabilities, suits actions, demands or damages resulting from incidents/causes beyond its control or in connection with the services under this agreement.
6. SUMMIT 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.
7. SUMMIT 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.
8. 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, **SUMMIT** should encounter conditions impeding timely delivery of the performance of Services, **SUMMIT** 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 **SUMMIT's** notice, **CITEM** shall evaluate the situation and may extend **SUMMIT's** time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
2. A delay by **SUMMIT** in the performance of its obligations shall render **SUMMIT** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
3. If **SUMMIT** 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 **SUMMIT** 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 **SUMMIT'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 **SUMMIT**, may terminate this Contract in whole or in part:

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

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

1.2. TERMINATION FOR INSOLVENCY

CITEM may at any time terminate the Contract by giving written notice to **SUMMIT** if **SUMMIT** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **SUMMIT**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **CITEM**

1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **SUMMIT** 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 **SUMMIT** and not involving **SUMMIT'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, **SUMMIT** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **SUMMIT** 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 **SUMMIT**, 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.

IN WITNESS WHEREOF, the parties have affixed their signatures on **NOV 18 2020** day of October 2020, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

SUMMIT PUBLISHING COMPANY, INC.,

By:

By:


PAULINA SUACO-JUAN
Executive Director


FLORENCE BIENVENIDO
Advertising Group Director

Signed in the presence of:


MA. LOURDES D. MEDIRAN
Deputy Executive Director

CERTIFIED FUNDS AVAILABLE:


MALERNA C. BUYAO
OIC-Controllership Div.

ACKNOWLEDGMENT

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

NOV 18 2020

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

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN FLORENCE BIENVENIDO	_____	_____

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. 211
Page No. 44
Book No. 3
Series of 2020

[Signature]
MA. CLEOFE L. JAIME
NOTARY PUBLIC
 UNTIL DECEMBER 31, 2021
 COMMISSION NO. 20-04
 POLL NO. 27802
 PTR NO. PC 7017532-PASAY CIT Y-1/6/20
 IBP NO. AR30781562-Q.O.1/6/2021
 MCLE COMPL. NO. VI-0012231
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 ADDRESS-STALL #1, UNIT 54 ARNAIZ
 AVENUE, PASAY CITY MM