

CONTRACT OF SERVICES**(MULTIMEDIA CONTENT PROVIDER FOR THE DIGITAL TRADE COMMUNITY PLATFORMS OF IFEXPHILIPPINES AND NXTFOOD ASIA AND FOODPHILIPPINES)****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 **UNDERSECRETARY, TRADE AND INVESTMENT PROMOTIONS GROUP and EXECUTIVE DIRECTOR, ABDULGANI M. MACATOMAN** and **PAULINA SUACO-JUAN**, respectively, 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, CITEM is the export promotion arm of the Philippine Department of Trade and Industry (DTI);

WHEREAS, CITEM contributes to the DTI's export growth targets by marketing and promoting the Philippines as a reliable source of quality export products and services in the global market through trade fairs and missions and other export promotion programs.

WHEREAS, CITEM is committed to developing, nurturing, and promoting globally-competitive small and medium enterprise (SME's), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities;

WHEREAS, CITEM has established the country's image as the premier destination for quality export products and services. It continues to set the highest standards of creativity, excellence and innovation to achieve export competitiveness in the international market.

WHEREAS, there is a need to procure the services of a content provider that can help fulfill CITEM's digital marketing strategy for IFEX NXTFOOD ASIA's Digital Trade and Community Platform (DTCP) – develop and distribute content that will promote Philippine food products, manufacturers and distributors.

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 wherein ODV Creative Media, Inc., was declared eligible and proceeded with the opening of financial documents;


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 Multimedia Content Provider for the Digital Trade Community Platforms (DTCP) of IFEX Philippines Nxtfood Asia and FoodPhilippines, as follows:

Article 1. Scope of Services

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



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PARTICULARS	AMOUNT
HIRING OF MULTIMEDIA CONTENT PROVIDER FOR THE DIGIAL TRADE COMMUNITY PLATFORMS OF IFEX PHILIPPINES AND NXTFOOD ASIA AND FOODPHILIPPINES	Php8,088,368.00

1.2 SCHEDULE OF REQUIREMENTS

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

IFEX Philippines NXTFOOD ASIA				
Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Content Plan Content and production line-up in calendar format based on CITEM's briefing and calendar/work program.	Once every 2 months	6	Delivery of required materials within 12 months based on the production schedule indicated in the Quantity column upon receipt of Notice to Proceed
2	Articles 300-600 words	3/week	156	
3	Videos Videos produced can range from 1-8 minutes, depending on the approved content plan.	2/month	24	
4	Content Promotion Corresponding social media posts per piece of content generated (articles and videos) for Facebook, Instagram and Twitter.	3 iterations per article and video output, as they are produced, for the target social media platforms	540 Breakdown: 180 (total articles and video outputs) x 3	
FOODPhilippines				
Item No.	Description	Quantity	Total	Delivered, Weeks/Months
5	Content Plan Content and production line-up in calendar format based on CITEM's briefing and calendar/work program.	Once every 2 months	6	Delivery of required materials within 12 months based on the production schedule indicated in the Quantity column upon receipt of Notice to Proceed
6	Articles 300-600 words	2/week	104	
7	Aggregated Content Reposted or republished content from relevant publications, both local and foreign.	1/week	52	
8	Videos Videos produced can range from 1-8 minutes, depending on the approved content plan.	4/month	48	
9	Content Promotion Corresponding social media posts per piece of content generated (articles and videos) for Facebook, Instagram and Twitter.	3 iterations per article and video output, as they are produced, for the target social media platforms	612 Breakdown: 204 (total number of articles, aggregated content and video outputs) x 3	

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Responsibilities of the Content Provider

1. Present and submit content plan, production timeline and content promotion for both platforms.
2. Strategize and curate content plan based on the communication brief and feedback provided by CITEM.
3. Shoulder all necessary logistics and administrative expenses needed to accomplish the multimedia content deliverables at no additional cost to CITEM.
4. Assign a Project Manager and Editor as primary point person/s to coordinate with CITEM.
5. Submit requirements on or before deadlines set by CITEM.
6. Assign reputable food stylists, writers, photographers, video producers and/or content creators to contribute to the content production.
7. Turnover to CITEM all coverage reports, data, interviews, photos, videos, and all other multimedia materials gathered/produced from the purpose of the Project in an external hard drive.
8. Recommend actions and solutions in response to insights and data to be provided by CITEM.

Responsibilities of CITEM

1. Provide Communication Brief 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. Assist the content provider in coordinating with exhibitors, companies and other key stakeholders which can be subject of content creation.
4. Oversee content production through the Communications Management Division (CMD).
5. Assign a point person/s from CMD to coordinate relevant info to the DTCPs content team.
6. Ensure alignment of all content to CITEM's mandate and direction.
7. Submit data and analytics of all content to CITEM's mandate and direction.
8. 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

1. Pitch concepts and developmental plan for the DTCPs, one week after receipt of Notice to Proceed.
2. Submit a multimedia content plan based on the agreed direction and concept, one week after concept approval.
3. Submit a minimum of three (3) articles per week and two (2) videos per month for IFEX Philippines NXTFOOD ASIA; and a minimum of two (2) original articles and one (1) aggregated content per week and four (4) video content per month for FOODPhilippines.

All produced content should have three (3) accompanying social media post variations per content piece within the duration of the contract.

PERIOD OF ENGAGEMENT:

The content developer shall be contracted for a period of 12 months upon issuance of a Notice to Proceed.

Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **ODV CREATIVE MEDIA, INC.**, the amount of **Eight Million Eighty Eight Thousand and Three Hundred Sixty Eight Pesos Only (Php8,088,368.00)** inclusive of taxes, schedule of payment are as follows:

* 30% of the Contract Price shall be paid to the Multimedia Content Provider after awarding of Notice to Proceed and approval of first bimonthly multimedia content plan.

* 20% of the Contract Price shall be paid to the Multimedia Content Provider after completing the first batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of:

- > 104 articles, including aggregated articles
- > 24 visual-oriented content pieces, as defined in Section IV
- > 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter

* 20% of the Contract Price shall be paid to the Multimedia Content Provider after completing the second batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of an additional:

- > 104 articles, including aggregated articles
- > 24 visual-oriented content pieces, as defined in Section IV
- > 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter

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- * 30% of the Contract Price shall be paid to the Multimedia Content Provider after completing the third batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of an additional:
- > 104 articles, including aggregated articles
 - > 24 visual-oriented content pieces, as defined in Section IV
 - > 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter
 - > And including a final report with recommendations

The inspection/s and test/s that will be conducted is/are:

The review and approval of produced content materials by CITEM's Communications Management Division (CMD).

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/representative 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.

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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:

“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.

The block contains several handwritten signatures and initials. On the right side, there is a large, bold letter 'A'. Below it, there are several smaller signatures and initials, including what appears to be 'Chim', 'TS', and 'Edu'.

JUN 28 2021

IN WITNESS WHEREOF, the parties have affixed their signatures on this _____ day of March 2021, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS


ODV CREATIVE MEDIA, INC.,

By: 

By: 

UNDERSECRETARY ABDULGANI M. MACATOMAN
Trade and Investment Promotions Group

RICHARD J. ALARCON
Managing Director


PAULINA SUACO-JUAN
Executive 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

JUN 28 2021

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____ day of March 2021 personally appeared the following:


Name	Competent Evidence of Identity	Issued at/on
USEC. ABDULGANI M. MACATOMAN	_____	_____
PAULINA SUACO-JUAN	_____	_____
RICHARD J. ALARCON	Philippine Passport / P2192777B	DFA NCR South / 17th May 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 oneach and every page.

WITNESS MY HAND AND SEAL on the place and date first-written above.

Doc. No. 466
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Book No. 2
Series of 2021


MA. CLEOFE E. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
COMMISSION NO. 20-04
ROLL NO. 27302
PTR NO. 7352950 PASAY CITY 1/4/202
IBP NO. AR30761562/1-6-2021
MCLE COMPL. NO. VI-0012231
ISSUED ON SEPTEMBER 13, 2018
VALID UNTIL 4-14-22
ADDRESS STALL # 1 UNIT 54 ARNALZ
AVENUE PASAY CITY, M.M.