

CONTRACT OF SERVICES
(CONTENT PRODUCER for the Manila FAME Digital Catalog)

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

WHEREAS, CITEM moves into a hyperreal trade experience through the new Manila FAME digital trade and community platform that aims to expand international trade activities over the world wide web;

WHEREAS, CITEM continues to develop ways to be ahead of the digital sphere and transform its services to keep up with the latest technology and trends, the agency spearheaded a **Digital Trade Community Platform (DTCP) for Manila FAME**, one of CITEM's signature events;

WHEREAS, the DTCP is 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. As an online tool, it is imperative for the platform to be updated with fresh, relevant and relatable content, and this can be executed if supported by rich archive of visual materials;

WHEREAS, from the physical staging of Manila FAME to its online version, this initiative was designed to further enhance the presence of exhibitors in the digital stratosphere, refining the entire buyer sourcing experience in the Manila FAME website. With its added value services, exhibitors are given a lifetime investment, a living global portfolio with guaranteed viewership through CITEM's extensive audience development from targeted e-mail marketing to its engaging year-round digital activities;

WHEREAS, part of the exhibitor services offered in this new platform is **the Manila FAME Digital Exhibitor Storefront**, where subscribers are given their own exhibitor profile pages to upload multimedia content such as product photos, videos, animation and company profiles. This is where Manila FAME Buyers can review and examine each company's best-selling and newly developed products;

WHEREAS, for its pilot edition in October 2020, CITEM's Content Creation Amelioration Program is expected to lodge **one hundred (100) exhibitors** in the Manila FAME DTCP, creating a strong global impression by providing an extensive content production assistance to its exhibitors **from international-standard lifestyle copywriting to editorial photography**.

WHEREAS, CITEM is in need to hire a specialized creative Content Producer who will activate local talents and creatives in the Philippines, complete with a support team dedicated to deliver all the digital assets required for Manila FAME Digital Storefront, setting the standards of content generation for its pilot edition;

WHEREAS, the CITEM Bids and Awards Committee (CITEM-BAC) has conducted Public Bidding in accordance with Sec. 10 of RA 9184 in procuring the services of **Content Producer for the Manila FAME Digital Catalog**;

WHEREAS, the BAC, through the designated Technical Working Group (TWG), conducted post qualification of the above requirement, wherein based on report submitted by the latter, **THE CROWN BOOK GROUP, INC** is substantially compliant for the above-mentioned requirement, hence be declared as the Single Calculated Responsive Bidder (LCRB);

WHEREAS, THE CROWN BOOK GROUP, INC is willing and capable to execute the contract as the Content Producer for the Manila FAME Digital Catalog

 

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Services outlining the responsibilities of the Content Producer for the Manila FAME Digital Catalog, as follows:

1.1 ARTICLE 1. SCOPE OF SERVICES

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

PARTICULARS	AMOUNT
Hiring of Content Producer for the Manila FAME Digital Catalog	Php 1,800,000.00

1.2 Scope of Work:

A. CONTENT PRODUCTION

PHASE 1: CONTENT PRODUCTION PLAN

1. Finalize the list of exhibitors under the proposed standard content creation package* together with Operations Group 1.
2. Finalize the list of exhibitors under the special content creation package* together with Operations Group 1.
3. Finalize the Creative and Production Calendar with the CITEM Operations Group 1 and Visual Design Team (via Zoom or Teams).

PHASE 2: PRE-PRODUCTION AND APPROVALS

1. Closely coordinate with Manila FAME Creative Director for Content Direction, Approval, and Production updates.
2. Build a master template (a reference guide/mood board/color palette/ studio lighting specifications) which the Luzon, Visayas and Mindanao team can use as a main guide in executing the regional photoshoot.
3. Coordinate with CITEM's Editorial Photography Team.
4. Coordinate with CITEM's Catalog Photography Team.
5. Coordinate with CITEM's Field Photo/Video Team.
6. Coordinate supervise the simultaneous photo/video sessions happening from various regions in the Philippines.
7. Communicate with exhibitors and define exact logistical arrangements with the help of the Manila FAME Team.
8. Arrange Alignment meetings with all the suppliers involved in the project together with CITEM Team.
9. Purchasing and activation of cloud storage for the digital assets**.

PHASE 3: COORDINATION AND LOGISTICS

1. Continuous communication with exhibitors for the photoshoot with assistance from Operations Group 1.
2. Photo, Video, and Copywriting Teams activation and onboarding.
3. Continuous online updates with CITEM Visual Design Team, Business Development Unit and Operations Group 1 and Creative Director.
4. Organize and manage logistics **.
5. Decide on booking storage facilities **.
6. Decide studio rental and bookings **.
7. Decide on photo/video equipment rental **.
8. Manage shipment and transportation **.
9. Organize set production, prop and material sourcing, hiring of models, talents, and make-up artists**. (must be included in the approved content creation package) Miscellaneous and overhead expenses**.

PHASE 4: PHOTO/VIDEO AND COPYWRITING MANAGEMENT

1. Manage and orchestrate simultaneous product photo/video sessions.
2. Provide production report and Behind-the-Scenes updates.
3. Monitor the progress of uploading of images in the cloud storage and send out to copywriters and copy editors.
4. Copy Development x 100 exhibitor profile pages.
5. Supervise and edit Product Descriptions, Captioning and Labelling of Digital Assets submitted by Lifestyle Photographer, Catalog Photographer, and Field Photo/Video Coverage Producer.
6. Creative team supervises the photo-selection, editing and postproduction.

PHASE 5: INVENTORY, LABELLING AND ARCHIVING

1. Copy Development x 100 exhibitors.
2. Inventory, Organizing the 100 folders in the hard drive.
3. Quality Control and revisions based on CITEM feedback.
4. Continuous online updates with CITEM Visual Design Team, Business Dev Unit and Operations Group.
5. Coordinate with CITEM Web Marketing Division for meta-tagging guidelines and QR-coding requirements.
6. Assist in the integration of visual assets in the DTCP and ensuring complete delivery of the 100 exhibitor Digital Storefront Profile pages.
7. Final review, tweaking, editing, and applying of revisions.

B. PROJECT ACTIVATION LUZON VISAYAS MINDANAO

CONTENT CALENDAR IMPLEMENTATION

1. Constant Communication with Creative Content Producer, Visual Design team, and Operations Group 1.
2. Deliver the Minimum Requirements for the **Standard Package***:
Each registered exhibitor is given 25 product entries with a choice of:
 - a. Campaign Shots: 3 Stylized/Editorial Product Photography.
 - b. Catalogue Shots: Dropouts per products with 4-5 angle shots each.
 - c. 300-400 words Company Profile (Brand story, Designer Profile, Materials, Products, Production Capacity)
 - d. Photo captions and product descriptions.
 - e. Coordinate with CITEM Web Marketing and DTCP developer in image labelling and web meta-tagging.
3. Deliver the Minimum Requirements for the **Special Package***:
Each registered exhibitor is given 25 product entries with a choice of:
 - a. Campaign Shots: 5-10 Stylized/Editorial Product Photography
 - b. Catalogue Shots: Dropouts per product with 4-5 angle shots each.
 - c. Factory Coverage (Interior Shots, Actions shots, Material shots)
 - d. Showroom Coverage (Interior shots, Owner creative shot, Product Shots, Setting shots)
 - e. 300-400 words Company Profile (Brand story, Designer Profile, Materials, Products, Production Capacity)
 - f. Photo captions and product descriptions.
 - g. Coordinate with CITEM Web Marketing and DTCP developer in image labelling and web meta-tagging.
 - h. 1-3-minute Video Coverage
4. Attend to other unforeseen onset requirements.
5. Carry out revisions based on CITEM feedback.

**Note: There are one hundred (100) exhibitors in total. As of 9 July 2020, the production team is expected to render eight-five (85) profiles under the Standard Package and fifteen (15) profiles under the Special Package as of 7/9/2020. The numbers are subject to discussion and will be finalized after the content calendar approval phase.*

*** Inclusive of Miscellaneous and Logistics Expenses*

POST-EVENT REQUIREMENTS

POST-EVENT REPORT

Working Period:

1. Surrender all Final Artworks (FA) including outtakes in 300 Resolution JPEG file together with the approved exhibitor profile copies in WORD or PDF format in a (1 TB) External Hard Drive.
2. Organize a small program (online or physical) sharing best practices during the entire duration of the project. Include a short training in content planning, production, and content creation.
3. Submit a written report of contract completion.

OWNERSHIP

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.



1.3 RESPONSIBILITIES OF THE SUPPLIER

- 1 Reports directly to the Manila FAME Creative Director, 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 Exhibitor Director are addressed.
- 8 Ensure the availability of an Online Cloud Storage. Submit 1TB Hard Drive containing all Final Artworks and Outtakes.

1.4 TIMELINE

Description	Quantity	Timelines
Content Calendar with	1 File	07-09 October 2020
Creative Direction Manuals	3 File	
Production Status Weekly Report	3 Files	15 - 31 October 2020
Best Practices Report	1 Webinar	20 November 2020
300-400 Words Company Profiles	Max. of 100 Files	15 - 31 October 2020
1 Cloud Storage with 100 Exhibitor Folders and Well-Organized Digital Assets	1 Account	15 October 2020
1 TB Hard Drive	1 pc	31 October 2020
QR Codes	Max. of 11420 files	Zone 1: 15-31 October Zone 2: 15 October - 6 November
Meta Tags	Max. of 11420 files	Zone 1: 15-31 October Zone 2: 20 October - 6 November
Factory Showroom Coverage inclusive of Professional Fee and Photo/Video Editing.	15 Exhibitors	Zone 1: 15-31 October Zone 2: 20 October - 13 November
Travel/Incidental Allowance Php 8000 per person 4 members per Crew: - Photographer - Videographer - Audio - Assistant Total: Php32,000 Crew	15 Days	Zone 1: 15-31 October Zone 2: 20 October - 13 November
Submission of Report of Completion	1 document	20 November 2020





Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay THE CROWN BOOK GROUP, INC., the amount of **One Million Eight Hundred Thousand Pesos Only (P1,800,000.00)** inclusive of taxes, schedule of payment are as follows:

FIRST PAYMENT

Phase 1: Content Production Plan 100% Completion

Documents to be Submitted:

- a. Content Production Plan Presentation and Approval

Total Amount: 15%

SECOND PAYMENT

Phase 2: Content Production Plan 100% Completion

Documents to be Submitted:

- b. Approval of Standard Package Content Coverage
- c. Approval of Special Package Content Coverage

Total Amount: 10%

THIRD PAYMENT Phase 3: Pre-Production

Documents to be Submitted:

- d. Approved mood board templates and lighting specifications
- e. Approved List of Creative Teams with exhibitor assignments
- f. Storyboard or product video template/samples
- g. Logistics, Travel Cost, and Pre-Production Report
- h. Approved Content Production Calendar
- i. Submission of Cloud storage with 100 Folders of Exhibitors

Total Amount: 45%

FOURTH PAYMENT

Phase 4: Project Implementation

Documents to be Submitted:

- j. Behind the Scenes Coverage and Daily Report
- k. 100% Completion of Exhibitor Copywriting Assets
- l. 100% Completion of Exhibitor Photo Assets completed.
- m. Turnover of files uploaded via Cloud storage address link
- n. 1TB External Hard Drive with 100% Accomplished Photo and Copy Assets delivered to CITEM on or before 31 October 2020.
- o. Conduct a small talk or digital seminar on best practices and notable experiences during the project implementation.

Total Amount: 30%

TOTAL: 100%

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 and 1.4 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 and 1.4 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 and 1.4 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 subcontracting 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 CITEM refuse to accept delivery from the **Content Producer** 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 Content Producer actually delivered the items at the subject office.

TERMINATION OF THE CONTRACT

1. CITEM may terminate this Contract if the **Content Producer** 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 Content Producer liabilities and 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 the Content Producer, may terminate this Contract in whole or in part:

- a. If the Content Producer 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 CITEM; or
- b. If the Content Producer fails to perform any other obligation(s) under the Contract;
- c. If the Content Producer, 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 the Content Producer shall be liable to CITEM for any excess costs for such similar Goods and Services. However, the Content Producer 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 the Content Producer if CITEM becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Content Producer, 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, the Content Producer 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 Content Producer and not involving CITEM'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 Content Producer shall promptly notify CITEM in writing of such condition and the cause thereof. Unless otherwise directed by CITEM in writing, the Content Producer 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 the Content Producer, 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 hereunto affixed their signatures on this OCT 12 2020, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By:



PAULINA SUACO-JUAN
Executive Director

THE CROWN BOOK GROUP, INC.

By:



JOSE MIGUEL ANGELES
Vice-President

Signed in the presence of



PENK O. TAN

Treasurer

ATTY. ANNA GRACE I. MARPURI

OIC-DM, Operations Group 1 *M. Yung*

M. Buyao
MALERNA C. BUYAO
Chief, Controllership Division

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay, on this OCT 12 2020 day of _____ 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 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, refers to a Contract of Services consisting of eight (8) pages, including this page, whereon this acknowledgment is written.

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

Doc No. 70
Page No. 15
Book No. 3
Series of 2020

M. Jaime
MANUEL P. 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. AR30761562-Q.O.1/6/2021
MCLE COMPL. NO. VI-0012231
ISSUED ON SEPTEMBER 13, 2018
ADDRESS- STALL # 1, UNIT 54 ARNAIZ AVENUE, PASAY CITY, M.M.

