

CONTRACT OF SERVICES**(CONTENT PRODUCER FOR THE 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 "**CITEM**";

-and-

DDB PHILIPPINES, INC., a corporation duly organized and existing under Philippine laws, with office address at 22 Upper McKinley Road, Taguig City, represented in this act by its GROUP CHIEF FINANCIAL OFFICER, **JUDD BALAYAN**, and hereinafter referred to as "**DDB**";

WITNESSETH:

WHEREAS, Center for International Trade Expositions and Missions (CITEM), the export promotion arm of the Department of Trade and Industry (DTI), is mandated to promote the Philippines as a reliable source of quality export products and services in the global market through trade fairs, missions and other marketing initiatives. The Agency organizes professionally managed and locally held signature events as well as international trade fair participation in key cities worldwide.

WHEREAS, Center for International Trade Expositions and Missions (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 Content Producer for Manila FAME Digital Catalog to deliver all the digital assets required for Manila FAME Digital Storefront.

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, 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 DDB Philippines, 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 Producer for FAME+ Digital Catalog, as follows:





Article 1. Scope of Services

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

PARTICULARS	AMOUNT
HIRING OF CONTENT PRODUCER FOR FAME+ DIGITAL CATALOG	PhP3,897,600.00

1.2. CITEM RESPONSIBILITIES:

CITEM shall adhere to the following responsibilities:

1. Onboard the Content Producer on the deliverables and timelines;
2. Organize, or assist the Content Producer in organizing, coordination meetings with the Exhibitor and respective CITEM members;
3. Review all submitted materials and communicate with the Content Producer all feedback and revisions needed on the submitted output;
4. 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 output, among others

1.3 ADDITIONAL INSTRUCTION TO SUPPLIER

Pre-shoot

- 1) Supplier must submit a call sheet/itinerary for the photoshoot based on the companies.
- 2) Supplier is expected to at least identify one studio each island group: Luzon, Visayas and Mindanao.
- 3) Supplier to identify and provide photoshoot schedule for each company at least two weeks prior to shooting date.
- 4) Supplier to set provision for storing products for products to ship out (maximum of 7 days after the photoshoot)

During shoot

- 5) Supplier is expected to provide props needed for shoot and hire talents/models for the lifestyle shoots
- 6) Supplier should provide lockable storage for precious items.
- 7) For lamps and lightings, supplier should be able to make enough provision for electrical requirements.

Post-shoot

- 8) Supplier to turn over final art content through an external HDD with a duplicate cloud storage with proper product and company labelling matching the product names indicated in the product sheet.

1.4 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.	Item	Specifications	Total	Delivered, Weeks /Months
1	Master Template and Production Calendar	Containing a reference guide, mood board, color palette, and studio lighting specifications	1 File	June 2021
2	Video Editing	Concept and editing of promotional videos with a	15 videos	On or Before August 31, 2021





		<p>maximum length of 3 minutes each. This will be a total of 15 exhibitors from the following pre-identified areas:</p> <ul style="list-style-type: none"> - 4 NCR - 2 Pampanga - 1 Cavite - 5 Cebu - 3 Davao <p>*Inclusive of shooting brief/guide (via one [1] Zoom meeting and/or emailed instructions). Shooting brief will be used to guide exhibitors.</p>		
3	Dropout Photography	<p>LUZON</p> <p>a. 105 Exhibitors with 15 photos each</p> <p>VISAYAS</p> <p>a. 4 exhibitors with 25 products with 5 angles each product for a total of 125 photos each (pre-identified: 1 from Bohol, 1 from Negros Occidental and 2 from Cebu)</p> <p>b. 40 exhibitors with 15 photos each</p> <p>MINDANAO</p> <p>a. 5 exhibitors with 25 products with 5 angles each product for total of 125 photos each (pre-identified: 5 from Davao)</p> <p>b. 20 exhibitors with 15 photos each</p> <p>*Inclusive of Final Artwork of photos (cleaning, color correction, cropping etc.)</p>	3,600 photos	
4	Lifestyle Photography	<p>LUZON</p> <p>a. 8 exhibitors with 3 photo layouts per exhibitor</p> <p>VISAYAS</p> <p>a. 7 exhibitors with 3 photo layouts per exhibitor</p> <p>MINDANAO</p> <p>a. 8 exhibitors with 3 photo layouts per exhibitor</p> <p>b. 2 exhibitors with 10 photo layouts per exhibitor</p> <p>*Inclusive of styling and post-production/final artwork)</p>	89 layouts	
5	Submission of Report of Completion	Contact and accomplishment report with detailed learning and recommendation for future content development activities.	1 document	On or Before September 2021

PERIOD OF ENGAGEMENT

DDB Philippines, Inc., must deliver the expected output within four (4) months from receipt and signing of contract and Notice to Proceed (NTP).

[Handwritten initials and signature]

Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **DDB PHILIPPINES, INC.**, the amount of **Three Million Eight Hundred Ninety Seven Thousand Six Hundred Pesos Only (Php3,897,600.00)** inclusive of all applicable taxes and other fees, schedule of payment are as follows:

The proposed payment scheme for the campaign will be billed progressively upon completion of the following milestones. To process the payment, the supplier must submit the approved materials in a hard disk drive (HDD) or provide a cloud storage link wherein the digital files are stored.

MILESTONES	PAYMENT %
Milestone 1: Submission and approval of: a. Creative and Production Plan b. Master Template c. List of Organizational Structure d. Methodology and Content Production Calendar	30%
Milestone 2 Submission and approval of: a. All raw footages and raw videos b. Submission of cloud storage with specified folders for exhibitors	40%
Milestone 3 Submission, approval, and turnover of: a. All final artworks and edited videos b. All photo and video assets c. All files uploaded via cloud storage address link d. 1TB External Hard Drive containing all output and assets delivered to CITEM e. Post-event Report f. Short program or digital seminar on best practices and notable experiences during the project implementation.	30%
c. All raw footages and raw videos d. Submission of cloud storage with specified folders for exhibitors	

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. That DDB shall be subject to the assessment by CITEM according to the effectiveness of delivery of any part or phase of the campaign.
3. That DDB 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. DDB 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.






6. DDB 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.
7. 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, **DDB** should encounter conditions impeding timely delivery of the performance of Services, **DDB** 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 **DDB's** notice, **CITEM** shall evaluate the situation and may extend **DDB's** time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
2. A delay by **DDB** in the performance of its obligations shall render **DDB** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

If **DDB** 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 **DDB** 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 **DDB'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 **DDB**, may terminate this Contract in whole or in part:

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


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

1.2. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **DDB** 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 **DDB** and not involving **DDB'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, **DDB** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **DDB** 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 **DDB**, 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 SEP 02 2021 day of _____ 2021, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

DDB PHILIPPINES, INC.,

By:



PAULINA SUACO-JUAN
Executive Director

By:

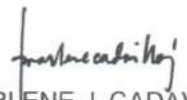


JUDD BALAYAN
Chief, Financial Officer

Signed in the presence of:



MA. LOURDES D. MEDIRAN
Deputy Executive Director



MARLENE J. CADAVILLO
Group Finance Manager

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 SEP 02 2021 day of _____ 2021 personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
JUDD BALAYAN	_____	_____

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 eight (8) 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

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Book No. 2
Series of 2021

[Signature]
MR. CLEFF L. JAIME
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2021
 COMMISSION NO. 20-04
 ROLL NO. 27002
 PTR NO. 7352950 PASAY CITY 1/4/20;
 IBP NO. AR30761562/1-S-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.