

CONTRACT OF SERVICES

(CONTENT & NARRATIVE CURATOR FOR A COLLABORATION PROJECT BETWEEN DTI-CITEM AND DFA-OUIER, "PHILIPPINE EXPORT PROMOTION PACKAGE")

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:

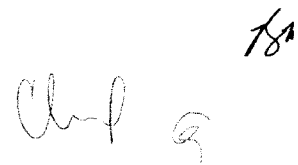
WHEREAS, Center for International Trade Expositions and Missions (CITEM), the export promotion arm of the Department of Trade and Industry (DTI), is mandated to promote the Philippines as a reliable source of quality export products and services in the global market through trade fairs, missions and 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, The Office of the Undersecretary for International Economic Relations (OUIER) is principally in-charge with implementing and coordinating the responsibilities and functions of the Department of Foreign Affairs (DFA) relating to trade and investments, tourism, science and technology, the environment and sustainable development, official development cooperation and other related economic/social concerns, particularly those related to issues on women and youth vis-a-vis other countries, in cooperation with all Philippine government agencies concerned and the private sector.

WHEREAS, DFA-OUIER reached out to CITEM to collaborate for a project called the "Philippine Export Promotion Package". The project seeks to put together a selection of Philippine products as promotional bundle to be sent to Philippine Foreign Service Posts (FSPs) and Consulates abroad to promote Filipino culture and Philippine food, home and lifestyle export products.

WHEREAS, apart from going digital and online, both DTI-CITEM and DFA-OUIER share the same aspiration of adding a personal flavor and warmth in maintaining their connections through the "Philippine Export Promotion Package".

WHEREAS, there is a need to procure the services of a content and narrative curator who will identify, and curate the products that will be included in the package, develop the concept and story for the selected products, design and print the information materials developed, and source the packaging that will hold the products.



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) submitted its bid and 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 and Narrative Curator for a Collaboration Project between DTI-CITEM and DFA-OUIER, "Philippine Export Promotion Package", as follows:

Article 1. Scope of Services

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

PARTICULARS	AMOUNT
<i>HIRING OF CONTENT & NARRATIVE CURATOR FOR A COLLABORATION PROJECT BETWEEN DTI-CITEM AND DFA-OUIER, "PHILIPPINE EXPORT PROMOTION PACKAGE"</i>	PhP3,458,000.00

1.2. SCOPE OF WORK:

The Content and Narrative Curator should commit to deliver, at a base minimum, the following specific requirements:

- I. A Narrative for the Philippine Export Promotion Boxes
 - 1. Develop a narrative based on the theme
- II. Detailed List of Products (Brand, Quantity, Size)
 - 1. Identify the selection of products that will represent and convey the theme.
- III. Design and Production of 700 Boxes
 - 1. Design the box and produce the box other appropriate packaging materials that will hold the products and the information materials.
- IV. Information Materials
 - 1. Develop and produce information materials that will help tell the stories and the thematic narrative
- V. Guidelines on how to put together the products and information materials in the box.
 - 1. Detailed instructions on how to arrange the products and the information materials in the box, preferably with illustrations and sample photos.

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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	A Narrative for the Philippine Export Promotion Boxes	1 set	1 set	12 April 2021
2	Detailed List of Products (Brand, Quantity, Size)	1 List	1 List	12 April 2021
3	Design and Production of 700 Boxes	1 Final Design (3 Studies to choose from) 700 Boxes to produce	1 Final Design (3 Studies to choose from) 700 Boxes to produce	30 April 2021
4	Information Materials	1 set	1 set	12 April 2021
5	Guidelines on how to put together the products and information materials in the box.	1	1	12 April 2021
6	Terminal Report	1 Report	1 Report	28 May 2021

Responsibilities of Content and Narrative Curator

1. Designate a team of project coordinators to ensure the timely delivery of outputs and coordination with CITEM, through the Communication Management Division (CMD) and Operations Group 2 – Overseas Trade Fairs Division.
2. Finalize concept for the “Philippine Export Promotion Package” from initial proposal presented during the bidding, including the concept for curation, content angles, actual product selections and timeline of deliverables.
3. Identify and curate Philippine food and/or home and lifestyle products to be featured inside the “Philippine Export Promotion Package”, subject to approval of CITEM Management.
4. Shoulder all cost of sourcing labels, information materials and packaging/containers for the “Philippine Export Promotion Package”. This also includes the handling, the printing and attachment of write-up/content in the “Philippine Export Promotion Package”, if any.
5. Coordinate with the Consolidator who will source the products and deliver the packaging and the information materials that may be included in the box according to agreed schedule with CITEM Management;
6. Turn over boxes, printed narrative, list of selected products, packaging paraphernalia and labels to the Consolidator in an agreed timeline to ensure delivery of the boxes to the Philippine Embassies and Consulates around the world.
7. Submit a terminal report once all deliverables have been accomplished.

Responsibilities of CITEM

CITEM shall adhere to the following responsibilities:

1. Identify two (2) project coordinators to assist the Content and Narrative Curator, each from CITEM Operations Group 2 and Communications Management Division (CMD).
2. Provide feedback, inputs and direction on the desired outputs after the proposals have been submitted, as well as review and approve the materials produced by the service provider.
3. Issue a Certificate of Completion within 10 working days upon approval of the service provider’s terminal report for the full payment of the services.

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PERIOD OF ENGAGEMENT

The service firm shall be contracted for a period of four (4) months upon receipt of the Notice of Award and signed contract.

Article 2. Contract Price and Terms of Payment

- 1. For services rendered, CITEM obligates to pay **ODV CREATIVE MEDIA, INC.**, the amount of **Three Million Four Hundred Fifty Eight Thousand Pesos Only (Php3,458,000.00)** inclusive of taxes, schedule of payment are as follows:

The proposed payment scheme for the campaign will be billed progressively upon completion of the following milestones:

MILESTONES	PAYMENT %
Approval of story concept, curation and timeline of deliverables for "Philippine Export Promotion Package"	30%
Delivery of "Philippine Export Promotion Package" – Boxes, Printed Narrative, Packaging Paraphernalia & Labels, List of Products	60%
Submission of Terminal Report	10%
Total	100%

The above expense shall be charged to CITEM's Budget inclusive of all applicable taxes.

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 ODV 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. That all material/s produced by ODV should be original and aligned to DFA-OUIER's mandate. All original materials, content, and illustrations (raw and edited) conceptualized and produced by the Content and Narrative Curator shall be owned by DFA-OUIER, with full and exclusive rights, relative to the future use thereof both in the Philippines and internationally.
- 4. That all content produced during the period of engagement shall be amenable to edits at no cost to CITEM for a maximum of three (3) revisions for each deliverable.
- 5. That segments of the Content and Narrative Curator's proposal not implemented for whatever reason shall also be revised or modified by the winning agency and at no cost on the part of CITEM and for the purpose of modifying said segment/s for future implementation.
- 6. That ODV shall be subject to the assessment by CITEM according to the effectiveness of delivery of any part or phase of the campaign.
- 7. That ODV will ensure that no copyright infringement will occur in the implementation of the project;
- 8. 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.
- 9. 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.

Handwritten signatures and initials, including a large signature and initials 'TS'.

10. 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.
11. 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.

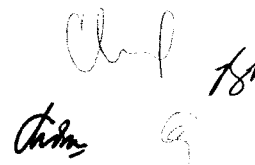
TERMINATION OF THE CONTRACT

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.


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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

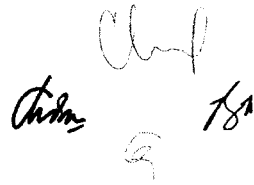
- a. Notwithstanding the provisions of Article 13 of GCC, **ODV** shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Contract is the result of Force Majeure.
- b. For 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.

Handwritten signatures of the parties, including a large signature at the top, and initials 'Chdm', '9', and '181' below it.

IN WITNESS WHEREOF, the parties have affixed their signatures on this MAY 27 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 *lm*

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 MAY 27 day of 2021 personally appeared the following:

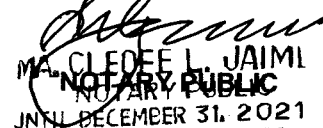
Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN		
RICHARD J. ALARCON	Philippine Passport - P2192777B	17 May 2019 / DFA NCR SOUTH

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.

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Book No. 2
Series of 2021


MA. CLEDEE L. JAIMIL
NOTARY PUBLIC
JNTL DECEMBER 31, 2021
COMMISSION NO. 20-04
ROLL NO. 27802
TR NO. 7352950 PASAY CITY 1/4/21
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 ARNALD
AVENUE PASAY CITY, M.M.