

CS210209

**CONTRACT OF SERVICES**

**(FOOD PHILIPPINES CONTENT DEVELOPER FOR THE HEALTHY/ORGANIC  
FOOD SECTOR)**

**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), created under EO 989 series of 1984, is the export promotion arm of the Philippine Department of Trade and Industry (DTI);

**WHEREAS**, Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM) moves into a hyperreal trade experience through the new Food PHILIPPINES website that aims to expand international trade activities over the world wide web. The Food PHILIPPINES website will be redesigned mainly to focus on Brand Discoverability, Content Marketing and Distribution;

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

**WHEREAS**, FoodPHILIPPINES is a branding initiative of the Center for International Trade Expositions & Missions (CITEM) that enforces the image of the Philippines as a source of quality food products derived from fresh, healthy, and natural ingredients;

**WHEREAS**, the requirement for the Hiring of Food Philippines Content Developer for the Healthy, Organic and Natural Food Sector, conducted through public bidding was declared a failure both on 17 December 2021 and 02 March 2021 due to ineligibility of the interested bidder under the pass/fail criteria;

**WHEREAS**, CITEM-BAC still recommends the conduct negotiated procurement through two failed biddings for the Hiring of Food Philippines Content Developer for the Healthy, Organic and Natural Food Sector, being the most economical and more efficient way.

**WHEREAS**, among the invited bidders; and those who took interest to participate in the bidding, one (1) submitted its bid and underwent negotiation;

**WHEREAS**, the BAC appointed a Technical Working Group to undertake a qualitative evaluation with 80.00% passing rate on ODV Creative Media, Inc.;

*[Handwritten signatures and initials]*

**WHEREAS,** ODV Creative Media, Inc. meet the passing rate with a rating of 95.25% and proceeded with the opening of financial bid;

**WHEREAS,** the Technical Working Group conducted the post-qualification of the above requirement and thereafter submitted a post-qualification report to the BAC for consideration.

**WHEREAS,** the BAC reviewed the post-qualification report submitted by the Technical Working Group, and it was found that the Single Calculated Bidder, 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 Developer for the Healthy & Organic Food Sector, as follows:

### Article 1. Scope of Services

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

PARTICULARS	AMOUNT
HIRING OF FOOD PHILIPPINES CONTENT DEVELOPER FOR THE HEALTHY/ORGANIC FOOD SECTOR	Php2,528,000.00

#### 1.2. SCOPE OF WORK:

##### I. DIGITAL CONTENT PRODUCTION

1. Coordinate with CITEM Visual Design Division for content production and calendar.
2. Develop the following digital content materials.

##### II. HEALTHY & ORGANIC FOOD CONTENT\*

- a. Present a content plan for all the companies that CITEM will feature (List of companies with the approval CITEM)
- b. Develop at least 10 story lines for the whole project. Output that will be accomplished under each storylines may include but is not limited to the following and apply to various content formats
  - a. Healthy and Organic Food Recipe Videos\*
  - b. Healthy and Organic Food Products\*
  - c. Healthy and Organic Food Trends\*
  - d. Healthy and Organic Food Industry\*
  - e. Healthy and Organic Food Chefs/Personalities\*
  - f. Healthy and Organic Food Innovation\*

CITEM recognizes the need to collaborate with Industry practitioners and acknowledging the Creative Agencies' experience on standard industry practices and industry lead times, **the Production Timetable** presented shall be discussed, revised and finalized upon approval of the Head of the Agency. **The Project Timeline** shall be produced based on the agreed final Production Timetable and shall be approved by CITEM Management which shall form part of this engagement.

*\*Inclusive of Production Cost and Incidentals, including Food Photographer, Food Stylist, Field Visits, Studio Rental, Copywriting services, Health Protocol Requirements and other content production requirements.*

*Handwritten signatures and initials:*  
Chof, AS, a, [Signature], [Signature]

## Responsibilities of the Supplier

1. Efficiently and effectively implement the scope of work/coverage and ensure at least a very satisfactory delivery of the outputs stipulated/required.
2. Ensure the capability (in terms of equipment and personnel) to deliver the requirements.
3. Ensure the timely delivery of digital assets as prescribed in the approved content calendar that will be presented in the content plan.
4. Attend and organize coordination meetings or assign a contact person to represent in physical, group, or virtual meetings.
5. Ensure with Operations Group 2, that all market segments have exhibitor representations.
6. Ensure that simultaneous processes and project timelines are properly handled.
7. To implement precautionary and safety measures before, during and after (Complete PPE, swab testing, social distancing) the shoot and onsite production of the said project

## Responsibilities of CITEM

CITEM shall adhere to the following responsibilities:

1. Facilitate coordination with contractor and concerned parties.
2. Exclusively keep the rights/ownership of all images/videos/concepts created or developed by reason of this engagement/contract.
3. Penalize, if deemed necessary, or deduct the contract price if violations are incurred, such as delay in delivery, quality of service, or non-compliance to the project outputs, among others.

## PROJECT DURATION:

The duration of the contract is six (6) months after awarding of the contract and onboarding of supplier.

## Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **ODV CREATIVE MEDIA, INC.**, the amount of **Two Million Five Hundred Twenty Eight Thousand Pesos Only (Php2,528,000.00)** inclusive of taxes, schedule of payment are as follows:

Project Milestones and Payment Terms shall be as follows:

### FIRST PAYMENT - Total Amount: 30%

Document to be Submitted by the contractor:

- \* Approved lineup of storylines with their respective content plans and production calendar

### SECOND PAYMENT - Total Amount: 30%

Documents to be Submitted:

- \* Submission of all content produced under five (5) storylines
- \* Initial outputs to include, but not limited to articles, socialcards, videos, photos, etc.

### THIRD PAYMENT - Total Amount: 40%

Documents to be Submitted:

- \* Submission of all content produced under ten (10) storylines
- \* Final output may include but is not limited to articles, social cards, videos, photos, etc.
- \* Turnover of files uploaded via Cloud storage address link
- \* 1TB External Hard Drive with 100% Accomplished Photo and Copy Assets delivered to CITEM on the last month of project duration.

*Handwritten signatures and initials in blue ink.*



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.

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

 5

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.

**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**

By:

  
**PAULINA SUACO-JUAN**  
Executive Director

**ODV CREATIVE MEDIA, INC.,**

By:

  
**RICHARD J. ALARCON**  
Managing Director

Signed in the presence of:

  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director

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**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	_____	_____
RICHARD J. ALARCON	_____	_____

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.

Doc. No. 314  
Page No. 64  
Book No. 3  
Series of 2021

**NOTARY PUBLIC**  
  
**MR. CLEOFE C. JAIME**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2021  
 COMMISSION NO. 20-04  
 ROLL NO. 27202  
 PTR NO. 7552950 PASAY CITY 1/4/2018  
 IBP NO. AR30761562/1-5-2021  
 MCLE COMPL. NO. VI-0012231  
 ISSUED ON SEPTEMBER 13, 2018  
 VALID UNTIL 4-14-22  
 ADDRESS STALL # 1 UNIT 54 ARNALZ  
 AVENUE PASAY CITY, P.M.S.