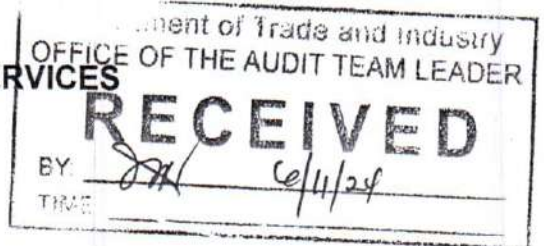


CONTRACT OF CONSULTING SERVICES



KNOW ALL MEN BY THESE PRESENTS:

This contract of CONSULTING SERVICES is made and entered into by and between:

The **OFFICE OF THE UNDERSECRETARY FOR COMMUNICATIONS**, an office under the Department of Trade and Industry, a national government agency organized and existing under the laws of the Republic of the Philippines, with office address at 375 Sen. Gil Puyat Ave., Makati City, represented in this act by the **UNDERSECRETARY, JOSE EDGARDO G. SUNICO**, and hereinafter referred to as the "**OUCOMMS**";

- and -

KELVIN C. TEE, of legal age, Filipino, and with address at 11 Pasananca St. South GreenPark Village, Merville Parañaque, and hereinafter referred to as the "**CONSULTANT**."

WITNESSETH:

WHEREAS, the Department of Trade and Industry (DTI), is the primary coordinative, promotive, facilitative and regulatory arm of the Philippine Government in the area of trade, industry and investment;

WHEREAS, the Office of the President (OP), in consultation and partnership with DTI and other concerned government agencies; has led foreign visits which has yielded investments for the country in the form of, among others, manufacturing plants and concurrent employment opportunities;

WHEREAS, the DTI aims to communicate to the general public the outcomes of its projects, as well as that of the entire government at large;

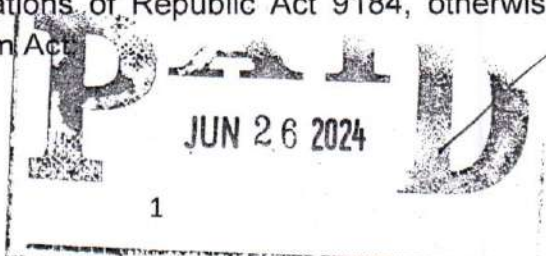
WHEREAS, the OUCOMMS is the office of DTI charged with the duty and responsibility of communicating the Department's policies and projects to both internal and external stakeholders;

WHEREAS, the OUCOMMS has identified that a series of audiovisual presentations (AVPs) is the most effective method of showcasing the positive outcomes resulting from Foreign Visits;

WHEREAS, there is a need to contract the services of a consultant to perform highly technical work and to assist OUCOMMS in the conceptualization and production of these AVPs;

WHEREAS, the OUCOMMS has an approved and available budget for the hiring of a Consultant;

WHEREAS, the OUCOMMS is adopting the procedural guidelines on the use of Alternative Mode of Procurement for the engagement of professional services of highly technical consultants and technical personnel as stipulated under Section 53.7 of the Implementing Rules and Regulations of Republic Act 9184, otherwise known as the Government Procurement Reform Act;



WHEREAS, this Contract is pursuant to BAC Resolution No. 81 series of 2024 entitled "A Resolution Recommending Approval for the Adoption of Alternative Mode of Procurement and the Award of Contract for the Procurement of a Highly Technical Consultant in favor of Mr. Kelvin Tee";

WHEREAS, both Parties shall comply with the government's procurement, budgeting, accounting, and auditing rules and regulations;

WHEREAS, this Contract is pursuant to RA 9184, its IRR and applicable provisions of the same shall be deemed incorporated in this agreement;

WHEREAS, the CONSULTANT, by virtue of the education, experience, and skills he possesses, is qualified to act as such, and is willing to enter into a Contract of Consulting Services with the OUCOMMS, and has been determined by the latter to be a legally, technically, and financially capable consultant;

WHEREAS, the CONSULTANT has signified he intention to provide the services needed by the OUCOMMS, which the latter has accepted;

WHEREAS, the CONSULTANT hereby attests that none of his personnel is related within the 3rd degree of consanguinity or affinity to the hiring authority; and that he has not been previously dismissed from the government service by reason of an administrative offense.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby execute this contract, subject to the following terms and conditions:

1. Project/Activity Description: Production of Investment Promotion Audiovisual Presentations (AVPs);
2. OUCOMMS hereby contracts the services of the CONSULTANT from **22 MAY 2024 to 31 JULY 2024**, unless earlier terminated in accordance with Item 10 hereof.
3. The CONSULTANT shall be paid a total Service Fee of **ONE MILLION THREE HUNDRED FIFTY THOUSAND PESOS ONLY (Php1,350,000.00)**, which amount shall include all taxes and fees, and shall be paid in nine (9) tranches, in accordance with the payment scheme provided in the Terms of Reference and within three (3) weeks upon submission of Billing Statement, Certificate of Satisfactory Performance, Accomplishment Report, and other deliverables/outputs required to be submitted, subject to applicable government budgeting, accounting and auditing rules and regulations.

Final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the CONSULTANT and approved as satisfactory by the OUCOMMS. The services shall be deemed completed and finally accepted and the final report and final statement shall be deemed approved by the OUCOMMS as satisfactory ninety (90) calendar days after the OUCOMMS' receipt of the final report and final statement unless the OUCOMMS, within such ninety (90)-day period, gives written notice to the CONSULTANT specifying in detail the deficiencies in the services, the final report, or final statement. The CONSULTANT shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

The OUCOMMS may, by written notice of suspension to CONSULTANT suspended all payments to CONSULTANT hereunder if CONSULTANT fails to perform any of his

obligations due to CONSULTANT's own fault or due to force majeure or other circumstances beyond the control of either party under this contract, including the failure to carry out the services, provided that such notice of suspension: (1) Shall specify the nature of the failure; and (2) Shall request the CONSULTANT to remedy such failure within a period not exceeding thirty (30) days after receipt by CONSULTANT of such notice of suspension.

4. The CONSULTANT shall perform the following functions:

- a) Pre-Production:
 - i. Coordinate with the DTI to understand the narrative and objectives for each video.
 - ii. Develop a storyboard and script outline for the videos.
 - iii. Scout locations and ensure all logistics for filming are in place.
 - iv. Source talents, including voice actors, appropriate to the storyboard and script, if necessary.
- b) Production:
 - i. Manage on-site video recording for each location, capturing essential footage to meet the project's objectives.
 - ii. Use high-quality camera equipment, lighting, and sound equipment to ensure professional results.
 - iii. Capture additional footage at the Bagong Pilipinas Town Hall events in Cebu, Zamboanga, and Batangas.
- c) Post-Production:
 - i. Edit and produce required videos for the plant visits, in high definition and optimized for social media when explicitly stated.
 - ii. Edit and produce event coverage videos for the Bagong Pilipinas Town Halls, optimized for social media.
 - iii. Include graphics, subtitles, and other elements as required.
 - iv. Ensure audio and video quality are consistent throughout.
- d) Equipment and Resources:
 - i. Provide all necessary equipment, including cameras, lighting, and sound equipment, to ensure professional-quality video production.
 - ii. Ensure backup and safety measures are in place to protect footage and equipment.
 - iii. Cover all transportation, lodging, food, and other administrative costs for the crew during all phases of the production stage.

Additionally, the program manager is also expected to deliver the following:

- a. Two separate 1-minute 30-second videos for Cebu and Batangas, optimized for each social media platform: horizontal – 1920 x 1080p and vertical – 1080 x 1920p;
- b. One 5-minute omnibus video showcasing the two locations and interview clips of employees and executives of the plant sites;
- c. One 1-minute 30-second cut-down version of the omnibus video, optimized for each social media platform: horizontal – 1920 x 1080p and vertical – 1080 x 1920p;
- d. Three 1-minute videos for the Bagong Pilipinas Town Hall events in Cebu, Zamboanga, and Batangas, optimized for each social media platform: horizontal – 1920 x 1080p and vertical – 1080 x 1920p;
- e. One 2-minute omnibus video for the Bagong Pilipinas Town Hall events, optimized for each social media platform: horizontal – 1920 x 1080p and vertical – 1080 x 1920p;

- f. One master for the Bagong Pilipinas Town Hall events in editable digital format;
- g. One master for the plant visits in editable digital format;
- h. All raw video footages, musical scoring, and photography originally taken in line with this TOR, as well as digitally purchased stock file; and
- i. All manuscripts and storyboard as developed and finalized.

All inputs must be in:

- a. High-definition format;
 - b. Horizontal – 1920 x 1080p, unless stated otherwise;
 - c. Playable in any country system; and,
 - d. With subtitles in SRT format.
5. Should the CONSULTANT be directed or allowed to go on official travel, the travel must be absolutely necessary to fulfill his obligations under this contract, subject to such limitations, conditions, and requirements under applicable government budgeting, accounting and auditing rules and regulations. Provided, further, that the travel must only involve minimum expenditure and must bring immediate benefit to the DTI. Furthermore, Executive Order (EO) No. 77 dated 15 March 2019 (Rules and Regulations on Rates, Expenses, Allowances for Official Local and Foreign Travel) ONLY SERVES as a reference in the payment of travel expenses.
 6. It is understood that there exists no employer-employee relationship between the parties to this contract; that the services of the CONSULTANT under this contract shall not be credited as government service; and that the CONSULTANT shall not be entitled to the benefits being enjoyed by the regular employees of DTI, such as PERA, RATA, and other benefits such as mid-year bonus, productivity incentive, Christmas bonus, cash gifts, and all other benefits given to DTI employees. Neither shall she be entitled to overtime pay.
 7. The CONSULTANT shall not at any time communicate to any person or entity any confidential information acquired in the course of the services. For this purpose, "confidential information" means any information or knowledge acquired by the OUCOMMS and/or other DTI personnel arising out of, or in connection with the performance of the services under this contract that is not otherwise available to the public.
 8. In the performance of its obligations under this contract, the CONSULTANT shall ensure the privacy and security of any and all official, confidential, privileged, personal and/or sensitive personal information that she may have access to; and shall store, use, dispose, and otherwise process the said official, confidential, privileged, personal and or sensitive personal information in accordance with Republic Act 10173 otherwise known as the "Data Privacy Act of 2012 (hereinafter referred to as the "DPA"), its Implementing Rules and Regulations (hereinafter referred to as "IRR") and applicable issuances issued by the National Privacy Commission (hereinafter referred to as the "NPC") . Any violation of this clause as well as the provisions of the said laws and issuances, by the CONSULTANT shall subject her to corresponding sanctions, penalties, and/or fines under the said law without prejudice to any other civil and or criminal liability, as may be applicable. This clause shall survive the termination or expiration of this contract.
 9. The parties undertake to act in good faith with respect to each other's rights and obligations under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

The CONSULTANT shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with the

generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and the safe and effective equipment, materials and methods. The CONSULTANT shall always act, in respect of any matter relating to this contract as faithful adviser to the OUCOMMS and shall at all times support and safeguard DTI's legitimate interests in any dealings with third parties. The CONSULTANT shall furnish the OUCOMMS such information related to the services as the latter may from time to time reasonably request. The CONSULTANT shall at all times cooperate and coordinate with the OUCOMMS with respect to carrying out its obligations under this contract.

10. This contract may be terminated prior to **31 July 2024** upon thirty (30) calendar days prior to written notice, based on any of the following grounds:
- i. Outside of force majeure, failure of the Consultant to deliver or perform the outputs and deliverables within specified period(s) herein or within any extension thereof granted by the OUCOMMS;
 - ii. As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the outputs and deliverables within a period of time granted by the OUCOMMS to the Consultant or for a period of not less than sixty (60) calendars days after the Consultant's receipt of the notice from the OUCOMMS stating that the circumstances of force majeure is deemed to have cease;
 - iii. Determination by the Head of the Procuring Entity or its duly authorized official or representative of the existence of conditions that will make the implementation of the contract economically, financially or technically impractical and/or unnecessary such as, but not limited to, fortuitous events or changes in law and national government policies;
 - iv. Declaration of bankruptcy or insolvency of the Consultant as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OUCOMMS and/or the consultant.
 - v. Prima facie determination that the Consultant has engaged, before or during the implementation of this contract, in unlawful deed and behaviors relative to contract acquisition and implementation;
 - vi. Failure by the Consultant to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of a notice of suspension of payment from the OUCOMMS.
 - vii. Breach or failure by any of the party to fulfill its obligations under this contract;
 - viii. The Consultant falling short of the standards in terms of performing the assigned duties and responsibilities;
 - ix. Prima facie determination that the Consultant violated any policy being implemented by the DTI; and
 - x. Any other justifiable reason.

In case the material breach is committed by the OUCOMMS, the CONSULTANT may terminate the agreement if the breach has not been remedied within thirty (30) days following the OUCOMMS's receipt of the CONSULTANT's notice specifying such breach.

Upon the pre-termination of this contract, the CONSULTANT shall be required to accomplish and submit clearances from all financial and work accountabilities, duly approved and signed by the immediate supervisor and the head of the relevant office/bureau, which shall include the ~~turn-over on or before~~ the date of pre-termination of files, documents and office tools/equipment issued to him.

11. In case of dispute, claim or action arising out of or related to this contract, the parties

agree to amicably settle by mutual consultation/arbitration. In case of failure to settle, the parties agree to bring the same exclusively before the court of proper jurisdiction in the City of Makati.

12. This contract may be amended or modified upon mutual consent made in writing and signed by the parties.
13. No failure, omission, or delay by any of the parties in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. However, any waiver shall not be valid unless made in writing and signed by the parties or their authorized representative, and such waiver shall be effective only in the specific instance and the purpose for which it was given.
14. All intellectual properties used in the course of the implementation of this agreement shall be protected and governed by Republic Act No. 8293 or the Intellectual Property Code of the Philippines, as amended, and its IRR, as applicable. The OUCOMMS shall have full ownership of the output, work or materials created or developed as a result of this contract and the CONSULTANT hereby transfers, conveys, and assigns to the OUCOMMS any and all of proprietary rights and intellectual property rights upon contract termination. Unless otherwise authorized by law, no use or exploitation in any manner, whether for profit or otherwise, of any original, derivative or other analogous works created in this contract shall be made by the CONSULTANT, without the prior written approval of the OUCOMMS.

In case there will be future claims on the ownership of the materials/outputs, the CONSULTANT shall be solely liable and the OUCOMMS shall be relieved of any responsibility and/or liability arising from said claims.

15. This contract contains all covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has authority to make any statement, representation, promise, or agreement not set forth herein.
16. In the event that any term or condition of this contract shall be determined by a competent court to be invalid, in conflict with, or unenforceable under any law, rule, or regulation of the government or any subdivision thereof, such term or condition shall be deemed stricken from this contract. Such invalidity or unenforceability, however, shall not invalidate or render unenforceable the remainder of this contract.
17. A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event, not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event. The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract. Unless otherwise agreed herein, force majeure shall not include (a) any event which is caused by the negligence or intentional action of a party or such party's agents, employees, or sub consultants, if any; (b) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this contract and avoid or overcome in the carrying out of its obligations hereunder; (c) Insufficiency of funds or failure to make any payment required hereunder; or (d) The OUCOMMS failure to review, approve or reject the outputs of the CONSULTANT beyond a reasonable time period.
18. Performance of service shall be made by the CONSULTANT in accordance with the time schedule prescribed by the OUCOMMS. Except in cases of force majeure, a

delay by the CONSULTANT in the performance of his obligations shall render the CONSULTANT liable to the imposition of liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the OUCOMMS may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

19. This contract shall take effect on 22 May 2024 and shall remain in force and effect until 31 July 2024 or until the submission of the required deliverables and acceptance to as satisfactory by the OUCOMMS unless earlier pre-terminated pursuant to Item 10 of this contract.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this

day of ~~JUN 07~~ 2024 at the City of Makati, Philippines.



JOSE EDGARDO G. SUNICO
Undersecretary



KELVIN C. TEE
Consultant

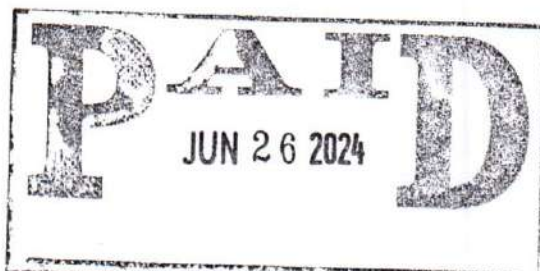
SIGNED in the presence of:



DENISE LAYLA P. MIRAM
Executive Assistant IV



JOHN MICHAEL N. LAURISTA
Senior Admin Assistant III



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.

JUN 0 6 2024

BEFORE ME, a Notary Public for and in the City of Makati, on this _____ day of _____ 2024, personally appeared the following:

NAME	ID Presented/No.	Date and Place of Issue
Jose Edgardo G. Sunico	_____	_____
Kelvin C. Tee	_____	_____

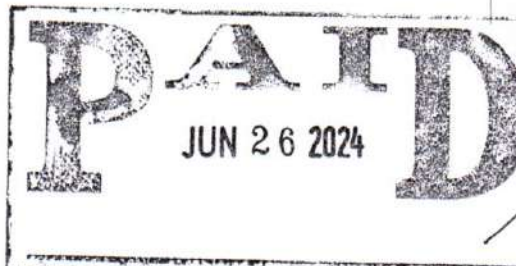
Identified by me through competent evidence of identities and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of eight [8] pages including this page where this Acknowledgment is written has been signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. 275
Page No. 12
Book No. 157
Series of 2024

ATTY. JOEL FERRELL FLORES
Notary Public
Until December 31, 2024
Appointment No. M-115(2023-2024)
Roll of Attorney No. 77376
MCL: Compliance VIII NO. 0001393
Jan. 03, 2023 Until Apr. 14, 2028
PTR No. 10073945/ Jan. 02, 2024/Makati City
IBP No. 330740/ Jan. 02, 2024/Pasig City
1107 D Bataan St., Guadalupe Nuevo, Makati City





BIDS AND AWARDS COMMITTEE

RESOLUTION NO. 81, s. 2024

A RESOLUTION RECOMMENDING APPROVAL FOR THE ADOPTION OF ALTERNATIVE MODE OF PROCUREMENT AND THE AWARD OF CONTRACT FOR THE PROCUREMENT OF A HIGHLY TECHNICAL CONSULTANT IN FAVOR OF MR. KELVIN TEE

WHEREAS, Office of Undersecretary for Communication (OUComms) submitted Purchase Request no. 73447 for the hiring of a **Highly Technical Consultant for the Development of Audio-Visual Presentations on the Investment Promotions Plant Site Visits** with a Total Approved Budget for the Contract (ABC) of **One Million Three Hundred Fifty Thousand Pesos (PhP1,350,000.00)**;

WHEREAS, budget for this requested project is included in the 2024 DTI Annual Procurement Plan;

WHEREAS, as a general rule, R.A. 9184 and its Implementing Rules and Regulations (IRR) require the procuring entities to adopt public bidding as the general mode of procurement and alternative mode shall be resorted to only in the highly exceptional cases provided in the IRR of R.A. 9184;

WHEREAS, after evaluating the nature of the requirement, same may be procured through an alternative mode of procurement pursuant to Section 48.1 in the IRR of R.A. 9184 which states that “subject to the prior approval of the Head of the Procuring Entity, and whenever justified by the conditions provided in this Act, the procuring entity may, in order to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the procuring entity shall ensure that the most advantageous price for the Government is obtained”;

WHEREAS, Section 53.7 of the IRR of R.A. 9184 allows procuring entities to adopt the alternative mode of negotiated procurement for Highly Technical Consultants hired to do work that is highly technical or proprietary; or primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant”;

WHEREAS, **OUComms** seeks to engage the services of a Highly Technical Consultant to provide audio-visual presentation services to cover the visits of the DTI delegation, led by Secretary Fred Pascual, to various plant sites across the country that results from foreign investments;

WHEREAS, the Consultant will cover two locations: Cebu and Batangas. The output will include separate videos for each location, an omnibus video, and a shortened version of the omnibus video. In addition, DTI will be hosting the “Bagong

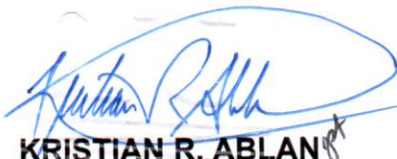
Pilipinas Town Hall" in Cebu, Zamboanga, and Batangas to promote the advantages of foreign investments, necessitating four additional videos: three for each location and an omnibus video;

WHEREAS, OUComms determined **Mr. Kelvin Tee** to be suitable having the sufficient expertise, capability, and experience to render the services based on their requirement;

WHEREAS, Mr. Kelvin Tee was found to be technically, legally and financially capable to deliver the services at the most advantageous price and contract for the Government.

NOW, THEREFORE, we the members of the DTI-BAC resolve as it is hereby resolved to recommend to the Head of Procuring Entity the use of the alternative mode of procurement through Highly Technical Consultant and the approval of the award for the hiring of **Highly Technical Consultant for the Development of Audio-Visual Presentations on the Investment Promotions Plant Site Visits** for the period of 22 May 2024 to 31 July 2024 for a total contract price of not more than **One Million Three Hundred Fifty Thousand Pesos (PhP1,350,000.00)** in favor of **Mr. Kelvin Tee**.

RESOLVED this 16th day of May 2024 at the City of Makati.


KRISTIAN R. ABLAN
Assistant Secretary
Chairperson

Digitally signed by
Cruz Joel
Reyes

JOEL R. CRUZ
Director
Vice-Chairperson

Digitally signed
by Maria
Asuncion
Cruzada


MARIA ASUNCION H. CRUZADA
Director
Member


ROBERT ALVIN T. ARCEO
Director
Member


NEIL P. CATAJAY
Director
Member

Catajay Neil
Pinuela

Approved by:


ATTY. AGATON TEODORO O. UVERO
Assistant Secretary
Head of Procuring Entity