

CONTRACT OF SERVICES

200065

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-

TIGER CONSULTING AND SOFTWARE DEVELOPMENT, INC., a corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at Burgundy Corporate Tower, Sen. Gil J. Puyat, Makati City, represented herein by its Managing Director, **DENNIS LIM**, hereinafter referred to as "Tiger Consulting"

WITNESSETH:

WHEREAS, CITEM, the government agency mandated to actively promote Philippine exports through the organization of trade fairs and selling missions.

WHEREAS, CITEM is in need to renew its license Adobe Creative Cloud, necessary for its day to day operations;

WHEREAS, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirements;

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted PUBLIC BIDDING in accordance with RA 9184 for the purpose of obtaining the best possible advantages in the form of the lowest price possible for the above-mentioned works without, however, sacrificing quality;

WHEREAS, among the invited bidders; and those who took interest to participate in the bidding, two (2) submitted its bid but only one (1) was declared eligible and proceeded with the opening of financial bid as indicated in the attached Abstract of Bids / Abstract of Canvass;

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 **TIGER CONSULTING AND SOFTWARE DEVELOPMENT, INC.**, is substantially compliant for the above-mentioned requirement.

Article 1. Scope of Services

1. The Contractor shall provide the Renewal of 17 Licenses of Adobe Creative Cloud and abide with the specifications as stated hereunder:

PARTICULARS	QTY/UNIT	UNIT PRICE	AMOUNT
Renewal of License Adobe Creative Cloud	17	Php64,964.35	Php1,104,393.95

2. **Delivery:** seven (7) days upon receipt of the Notice To Proceed/Contract

3. **Technical Specifications:**

- Adobe Design Application includes Photoshop, Illustrator, Acrobat Pro, Dimension, InCopy, Bridge, Indesign, Spark, Illustrator Draw, Capture, Sketch
- Adobe Web and UX Application includes XD, Dreamweaver, Animate
- Adobe Photography Application includes Lightroom, Lightroom Classic, Photoshop Mix, Photoshop Fix, Lightroom for Mobile
- Adobe Video and Audio Application Premier Pro, After effects, Audition, Character Animator, Media Encoder, Prelude, Story Plus
- Creative Cloud Libraries
- Adobe Fonts

CONTRACT PRICE

CITEM shall pay TIGER CONSULTING AND SOFTWARE DEVELOPMENT, INC., the amount of ONE MILLION ONE HUNDRED FOUR THOUSAND THREE HUNDRED NINETY THREE AND 95/100 (Php1,104,393.95), inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

Article 1. General Conditions

1. Special and General Conditions stated in the Philippine Bidding Documents (PBD) shall form part of this Contract;
2. All deliveries/undertaking shall be subjected to inspection by CITEM.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of the PROCURING ENTITY refuse to accept delivery from the AGENCY 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 AGENCY actually delivered the items at the subject office.
2. If the AGENCY fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, the PROCURING ENTITY, upon written notice and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to ONE TENTH OF ONE PERCENT (0.1%) of the total value (including handling charges) of the delayed Goods 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 the PROCURING ENTITY shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

TERMINATION OF THE CONTRACT

1. The PROCURING ENTITY may terminate this Contract if the AGENCY 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 AGENCY's liabilities and the PROCURING ENTITY's right to recover the value of payments plus damages under this Contract.

1.1. TERMINATION FOR DEFAULT

The PROCURING ENTITY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the AGENCY, may terminate this Contract in whole or in part:

- a. If the AGENCY 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 the AGENCY fails to perform any other obligation(s) under the Contract;
- c. If the AGENCY, in the judgment of the PROCURING ENTITY, 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 the PROCURING ENTITY, 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 the PROCURING ENTITY of the benefits of free and open competition.

In the event the **PROCURING ENTITY** terminates the Contract in whole or in part, the **PROCURING ENTITY** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the **AGENCY** shall be liable to the **PROCURING ENTITY** for any excess costs for such similar Goods and Services. However, the **AGENCY** shall continue performance of the Contract to the extent not terminated.

1.2. TERMINATION FOR INSOLVENCY

The **PROCURING ENTITY** may at any time terminate the Contract by giving written notice to the **AGENCY** if the **AGENCY** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the **AGENCY**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **PROCURING ENTITY**.

1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, the **AGENCY** 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 **AGENCY** and not involving the **AGENCY**'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 **AGENCY** shall promptly notify the **PROCURING ENTITY** in writing of such condition and the cause thereof. Unless otherwise directed by the **PROCURING ENTITY** in writing, the **AGENCY** 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 the **PROCURING ENTITY** and the **AGENCY**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

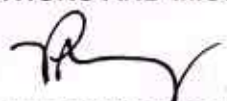
ADDITIONAL PROVISIONS

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 _____ day of January 2020, hereat Pasay City, Metro Manila.


**CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS**

By:


PAULINA SUACO-JUAN
Executive Director

**TIGER CONSULTING AND SOFTWARE
DEVELOPMENT, INC.**

By:


DENNIS LIM
Managing Director

