CS200294

CONTRACT OF PROFESSIONAL SERVICES

(Web Developer and Designer for Sustainability Solutions Expo)

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. Sen. Gil J. Puyat Avenue, Pasay City, represented in this act by its EXECUTIVE DIRECTOR, **PAULINA SUACO-JUAN**, respectively, hereinafter referred to as **"CITEM"**;

- and -

IPG MEDIABRANDS PHILIPPINES, INC., a duly-registered private company with office address at 29/F, The Trade and Financial Tower, 7th Avenue cor. 32nd Street, Global City, represented in this act by its CHIEF EXECUTIVE OFFICER, **VENUS R. NAVALTA**, hereinafter referred to as **"IPG Mediabrands"**.

- WITNESSETH -

WHEREAS, CITEM is the export promotion arm of the Philippine Department of Trade and Industry (DTI);

WHEREAS, CITEM contributes to the DTI's export growth targets by marketing and promoting the Philippines as a reliable source of quality export products and services in the global market through trade fairs and missions and other export promotion programs;

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

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted procurement activity in accordance with Sec 53. 6 of RA 9184 Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services, for the purpose of hiring of a Web Developer and Designer for Sustainability Solutions Expo (SSX);

WHEREAS, in the future, the IFEX Philippines website will ultimately be linked to the SSX website to consolidate and curate content, database and analytics relevant to each website. This connectivity of these platforms is crucial to the success of the food operations group to have a smooth flow of information between platforms;

WHEREAS, hiring the same web developer and designer will allow the agency to hasten the SSX website development and save on costs as 70% of website development codes will be used in the SSX project. Such situation is most advantageous to CITEM than hiring a new web development company that will have to build everything from scratch and relearn the codes of the IFEX website for integration purposes, which will take additional months;

WHEREAS, the IPG Mediabrands' framework of Better Science-Better Art-Better Outcomes, as well as its understanding of the food sector through its existing Clients in the food sector through its UM Philippines unit, is in the best position to satisfactorily deliver the requirements for this project;

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WHEREAS, the quotation submitted by the said supplier, and given rates stated by the end-user in its market study were indicated in the attached Abstract of Quotation;

WHEREAS, CITEM-BAC appointed a Technical Working Group to undertake a qualitative evaluation with 90% passing rate on IPG Mediabrands Philippines, Inc.;

WHEREAS, IPG Mediabrands Philippines, Inc., was able to comply all the required eligibility and financial documents and was rated at 98.75%;

WHEREAS, Universal McCann (UM) Philippines is a trade name of legally registered company which is **IPG Mediabrands Philippines, Inc.;**

WHEREAS, the BAC designated a Technical Working Group (TWG) to conduct a post-qualification on IPG Mediabrands Philippines, Inc., to verify, validate and ascertain the genuineness, validity, and accuracy of all the statements made, and documents submitted which includes ascertaining the said bidder's compliance with the legal, financial, and technical requirements of the bid.

WHEREAS, upon careful examination and evaluation, the BAC found and declared **IPG Mediabrands Philippines, Inc.,** as Web Developer and Designer for Sustainability Solution Expo (SSX);

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Professional Services outlining the responsibilities for the implementation, delivery, provision and execution of Web Developer and Designer for Sustainability Solution Expo (SSX).

Article 1. SCOPE OF SERVICES

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

PARTICULARS	AMOUNT
Hiring of Web Developer and Designer for Sustainability Solutions Expo (SSX)	Php 2,000,000.00

1.2. Scope of Work:

1. UI/UX SCOPE OF WORK

a. Provide inputs to the initial project sitemap, highlighting usability and navigational mobility.

b. Responsible for gathering and evaluating user (CITEM stakeholders) requirements, in close coordination with the SSX Project Teams.

c. Create platform usage stories, user personas, and be able to illustrate design ideas using storyboards and process flows based on the initial project plans and sitemaps. Above wireframes per project will serve as initial guide and can be modified by CITEM in consultation with the Winning Bidder.

d. Understand business metrics and be able to translate project goals and objectives into digital experiences.

e. Be adaptable to changes in the project requirements as agreed upon with the SSX Project Team.

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f. Create multiple user browsing experiences with a content management system and maintenance in mind.

g. Deliver an outstanding browsing experience through an intuitive and user-friendly website design; taking into consideration the diverse age range of users (20-35 yrs. old, 36-49 yrs. old, and 50-65 yrs. old).

h. Use a Content Management System (CMS) framework for build.

i. Design an original graphic user interface (GUI) elements, like navigation, tabs, forms, widgets, search fields, forms, page buttons, and other necessary components.

j. Submit original page-by-page graphic designs, prototypes, and wireframes.

k. Conduct usability testing and submit an analytical assessment report to the CITEM Project Team.

l. Conduct Quality Assurance and submit a report and assessment of this activity to the SSX Project Team.

m. Conduct a usability workshop relevant to the SSX website.

2. **UI/UX DELIVERABLES**

PHASE 1 (Month 1)

   ⌐ Discussion with the CITEM Project Team about the project requirements and expected outputs;

   ⌐ Project Assessment and Competitor Assessment: a pros and cons comparison of at least two competitors as defined by the CITEM Project Team, one each from local and international similar projects;

PHASE 2 (Month 1)

   ⌐ Personas and UX user research reports:

- User story and user profile;
- Use case; - Storyboards; and, - Survey.

   ⌐   An information architecture;

   ⌐   A sitemap;

   ⌐   A hierarchical taxonomy;

   ⌐   Experience Maps, User Journeys, and User Flow Diagram;

PHASE 3 (Month 2)

   ⌐   A visual design direction or guide;

   ⌐   Graphic User Interface Wireframe (50 pages);

PHASE 4 (Month 2)

☐ An interaction design;

☐ An interactive prototype;

PHASE 5 (Month 3-12)

☐ Conduct a usability testing and submit the usage analytics report;

☐ Conduct quality assurance and submit the report;

☐ A Style Guide and Specifications for Developers;

☐ Conduct a workshop for preselected CITEM employees;

☐ Technical and design specifications for the web developers; and,

☐ Digital documentation and copy of the scripts*, stylesheets*, fonts*, images, and other elements used on the website.

Open source scripts, stylesheets, and fonts must adhere to standards, have proper documentation, and have an active online community and support. If required, the UI&UX Designer Company must acquire necessary licenses for the usage of products. Usage of licenses shall belong to CITEM upon turnover of the project.

3. **I.T. SOLUTIONS SCOPE OF WORK**

a. Deliver an excellent, secured, and scalable web-based platform with the approved design.

b. Gather and evaluate CITEM stakeholders' requirements concerning the project, in collaboration with the SSX Project Team.

c. Develop a mobile responsive and search-engine-optimized platform.

d. Strictly follow the graphic user interface wireframes and design direction by the UI/UX team.

e. Employ and agile workflow and be adaptable to changes in the project requirements as agreed upon with the SSX Project Team.

f. Create a secure relational database management system structure with proper documentation for the project. This shall be in collaboration with the CITEM Systems Management and Development Team and the SSX Project Team.

g. Include proper inline comments in identifying and describing the functions of the codes or lines of code used in the platform.

h. Strictly avoid the following:

i) Destructive, crude, insulting, harassing, violent, sexual, or any other inappropriate language and visuals in the back and front-end;
ii) Invisible texts, fields or pages; iii) Code injections; iv) Backlinks unknown to CITEM; and,
iii) Any non-standard, harmful, insecure, or destructive lines of code or scripts.

i. Do the maintenance in coordination with the SSX Project Team within the first 90 days after the successful launch of the website. A dedicated technical support team must be able to handle concerns of the SSX Project Team during this period.

j. Documentation shall be turned over in both printed and electronic formats. For scripts and lines of code delivered electronically, all files shall be compatible formats agreed upon by both parties. Documentation shall include program flowcharts.

k. Provide suggestions on how CITEM will maintain website back-ups as the agency will be handling the web hosting and the System Maintenance and Development Division is the sole unit responsible for the back-ups activities.

l. Conduct Beta Testing to a group of users specified by the SSX Project Team. The Beta Test checklist shall include, but not be limited to, the following areas:

i) Content (copies, typographical errors, popups, broken links, images, and others);
ii) Search engine optimization and analytics;
iii) User experience and acceptance;
iv) Compatibility (Major web browsers and mobile device).

m. Provide a detailed assessment and report of the Beta Testing.

n. Conduct quality assurance of the output and submit the report to the SSX Project Team.

o. Conduct training for SSX Project Team – web administrators. Training shall equip the administrators the knowledge to maintain, troubleshoot, and update the platform going forward.

4. I.T. SOLUTIONS DELIVERABLES

PHASE 1 (Month 1)

1. Discussion with the SSX Project Team about project requirements and expected outputs;

2. Setup of staging and production server in the web hosting site specified by the SSX Project Team;

3. Installation of the content management system on the staging server;

PHASE 2 (Month 1)

4. Website framework developed using a content management system based on the agreed sitemap and information architecture;

5. Website design and layout that adhere to the style guide, wireframes, and prototypes provided by the SSX Project Team;

PHASE 3 (Month 2)

6. Website content uploading (i.e. copies, graphics, photos, and videos) provided by the SSX Project Team. Content creation is the responsibility of CITEM;

7. Design a mobile responsive website;

PHASE 3 (Month 2)

8. Stand-by scripts support for Salesforce API and other widget integrations;

9. A scalable platform that can accommodate future website expansion for heavy traffic and e-commerce servicing;

10. Search engine optimization of the website;

11. Migrate the site from the staging server to the production server, which will be provided by CITEM;

PHASE 5 (Month 3-12)

12. Conduct a beta test assessment and submit the report;

13. Conduct quality assurance and submit the report;

14. Turnover of digital documentation and copy of the code, scripts, database design and structure, and other elements used on the website; and,

15. Training of CITEM-assigned web administrators

DELIVERABLES

DELIVERABLES	MONTH											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1. Wireframe Development	X											
2. UX/UI Planning and Development (including graphic design)		X										
3. Fronted Web Development – HTML/CSS layout template development		X	X									
4. Mobile Optimization			X									
5. Content Management System Development (PHP-based CMS)				X	X							
6. Cross-browser Optimization					X							
7. Installation of Website Analytics					X							
8. Search Engine Optimization (On-site)			X			X			X			X
9. Staging Server (Web Hosting)	X	X	X	X	X	X	X	X	X	X	X	X
10. Training and Turnover												X
11. Project Management	X	X	X	X	X	X	X	X	X	X	X	X

HIRING OF WEB DEVELOPER FOR THE CREATION OF B2B PLATFORM

Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **IPG MEDIABRANDS PHILIPPINES, INC.,** the amount of **Two Million Pesos (Php 2,000,000.00)** inclusive of taxes, schedule of payment are as follows:

CONDITIONS FOR PAYMENT:

The contracted firm shall be paid according to the following terms:

Payment	Terms	Timetable
30% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Phases 1, 2, 3, and 4 of UI/UX Deliverables and SEO services with accompanying reports. Deliverables must be delivered on or before the end of Month 3. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 1 deliverable.	Month 1 to 3

20% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Phase 5 of UI/UX Deliverables and Phase 1 of I.T. Solutions Deliverables and SEO Services with accompanying reports. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 2 deliverable.	Month 4
20% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Phase 2, 3, and 4 I.T. Solutions Deliverables and SEO Services with accompanying reports. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 3 deliverable.	Month 5 to 7

	CITEM's acknowledgement of the completion and submission of Phases 4 and 5 of I.T. Solutions Deliverables and SEO Services with accompanying reports.	Month 8 to 12
30% of the awarded contract price	The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 5 deliverable.	

Article 3. GENERAL CONDITIONS

1. IPG Mediabrands acknowledges that all materials introduced and used to build the SSX websites shall remain exclusively for use and purpose by CITEM. Hence, IPG Mediabrands shall not do any act inconsistent with such usage and purpose.

2. IPG Mediabrands agrees to treat all data and information shared by CITEM as proprietary, and, therefore, the prohibition in disclosing such data and information to other clients and the online/offline public applies.

3. It is hereby agreed that this Contract of Professional Services does not concede any artistic or exploitation rights on the creations contained in the reference materials that are shared by IPG Mediabrands with CITEM and/or the companies concerned.

4. Copying, sharing, or distribution of all other works provided by IPG Mediabrands shall be prohibited unless, otherwise, permitted under existing rules and regulations.

5. The Contractor 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. In the event that IPG Mediabrands fails to deliver any of the undertakings stated above without justifiable reasons, a percentage from the professional fee shall be deducted depending on the weight of the undertaking not delivered, by way of penalty, as stated in the Matrix of Valuation.

7. The Contractor hereby warrants that it has not given nor promised to give any amount of money, gift or favors to any CITEM official or employees and other third parties in order to secure this agreement.

8. IPG Mediabrands agrees that CITEM may enter into a separate agreement with companies on copyrights and develop personal collaborations between and among the companies.

9. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the CITEM or any of its authorized representative/s refuse to accept delivery from **IPG Mediabrands** for any authorized/justified reason/s, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date **IPG Mediabrands** actually delivered the items at the subject office.

2. If **IPG Mediabrands** fails to perform the services within the period specified in Schedule of Requirement, **CITEM**, *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 of the delayed delivery of service 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 **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** has the option to terminate this Contract, upon Notice to the **IPG MediaBrands**, if an equivalent of 20% of the deliverables cannot be fulfilled for causes of force majeure or fault of the Supplier. PROVIDED that such termination shall not be construed as waiver of the **IPG MediaBrands** liabilities and **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 the **IPG Media Brands,** may terminate this Contract in whole or in part:

   a. If the **IPG Media Brands** 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 **CITEM**; or

   b. If the **IPG Media Brands** fails to perform any other obligation(s) under the Contract;

   c. If the **IPG Media Brands**, 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 noncompetitive 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 the **IPG MediaBrands** shall be liable to **CITEM** for any excess costs for such similar Goods and Services. However, the **IPG MediaBrands** shall continue performance of the Contract to the extent not terminated.

1.2. TERMINATION FOR INSOLVENCY

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

1.3. FORCE MAJEURE

a. The **IPG Media Brands** shall not be liable for delays in performance or failure to perform its obligations under the Contract in case of result/s of Force Majeure.

b. For purposes of this section, "Force Majeure" means an event beyond the control of the **IPG Media Brands** and not involving the **IPG Media Brands** 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 **IPG Media Brands** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, the **IPG Media Brands** 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 the **IPG Media Brands**, 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 _____ day of **MAR 1 5 2021**, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS

IPG MEDIABRANDS PHILIPPINES, INC.

By:

PAULINA SUACO-JUAN
Executive Director

By:

VENUS R. NAVALTA
Chief Executive Officer

(signature)

MA. LOURDES D. MEDIRAN
Executive Director

Signed in the presence of:

_____ Deputy

CERTIFIED FUNDS AVAILABLE:

(signature)

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 _____ day of **MAR 1 5 2021** personally appeared the following:

Name of Identity	Competent Evidence	Issued at/on
PAULINA SUACO-JUAN	_____	_____
VENUS R. NAVALTA	_____	_____

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 twelve (12) 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.

NOTARY PUBLIC **MA. CLEOFE L. JAIME**
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
COMMISSION NO. 20-04
ROLL NO. 27802
PTR NO. 7252350 PASAY CITY 1/4/202·
IBP NO. AR307615S2/1-S-2021
MCLE COMPL. NO.VI-0012231
ISSUED ON SEPTEMBER 13, 2018
VALID UNTIL 4-14-22
ADDRESS STALL # 1 UNIT 54 ARNAIZ
AVENUE PASAY CITY, M.M.

Doc. No. ___471___
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Book No. ___I___
Series of 2021

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