

## CONTRACT OF SERVICES

CS200309f

*(Adobe Creative Cloud License (Renewal for Dec 25, 2020 – Dec 24, 2021))***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-

**MYBUSYBEE, INC.**, a corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at G7 Burgundy Place, B. Gonzales, Loyola Heights, Quezon City, represented herein by its Chief Executive Officer, **RICO M. HERNANDEZ**, hereinafter referred to as "**BUSYBEE**"

**WITNESSETH:**

**WHEREAS**, the Center for International Trade Expositions and Missions (CITEM), created under the E.O. 989 series of 1984, is the export promotion arm of the Philippine Department of Trade and Industry (DTI), committed to developing, nurturing, and promoting globally-competitive small and medium enterprises (SMEs), exporters, and manufacturers an Integrated Approach to Export Marketing in partnership with other government and private entities;

**WHEREAS**, there is a need to renew its license Adobe Creative Cloud, necessary to complement the execution and delivery of functions and day to day operations of the agency;

**WHEREAS**, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirements; wherein through its CITEM Bids and Awards Committee (CITEM-BAC) has conducted PUBLIC BIDDING in accordance with Sec. 10 of RA 9184 for the purpose of obtaining the above requirement;

**WHEREAS**, among the invited bidders; and those who took interest to participate in the public bidding, two (2) submitted its bid but only one (1) 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 **MYBUSYBEE, INC.**, is substantially compliant for the above-mentioned requirement.

**WHEREAS**, upon careful examination and evaluation, the BAC found and declared **MYBUSYBEE, INC.**, as the Lowest Calculated and Responsive Bidder for the following:

**Article 1. Scope of Services**

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

PARTICULARS	QTY/UNIT	UNIT PRICE	AMOUNT
Adobe Creative Cloud License (Renewal for Dec 25, 2020 – Dec 24, 2021)	15 Licenses	56,600.00	Php894,000.00

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

### 3. Technical Specifications:

- Includes Adobe Photoshop, Illustrator, Acrobat Pro, Dimension, InCopy, Bridge, InDesign, Spark, Illustrator Draw, Capture, Sketch for Design Application
- Includes Adobe XD, Dreamweaver and Animate for Web and UX Application
- Includes Adobe Lightroom, Lightroom Classic, Photoshop Mix, Photoshop Fix for Photography Application
- Includes Adobe Premier Pro, After Effects, Audition, Character Animator, Media Encoder, Prelude, Story Plus
- Includes Creative Cloud Libraries
- Includes Adobe Fonts
- To attached Certificate of Authorized Distributorship

### CONTRACT PRICE

CITEM shall pay MYBUSYBEE, INC., the amount of **EIGHT HUNDRED NINETY FOUR THOUSAND PESOS (Php894,000.00)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

#### Article 1. General Conditions

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

#### 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 MYBUSYBEE for any authorized/justified reason/s, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date MYBUSYBEE actually delivered the items at the subject office.
2. If MYBUSYBEE fails to deliver any or all of the Goods or 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 a minimum of FIVE PERCENT (5%) or a maximum of 10% of the total value (including handling charges) of the delayed Goods or of the total Contract Price. In case the latter 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 MYBUSYBEE does not show satisfactory performance in the delivery of goods/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 MYBUSYBEE's 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 MYBUSYBEE, may terminate this Contract in whole or in part:

- a. If MYBUSYBEE 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 MYBUSYBEE fails to perform any other obligation(s) under the Contract;
- c. If MYBUSYBEE, 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 MYBUSYBEE shall be liable to CITEM for any excess costs for such similar Goods and Services. However, MYBUSYBEE 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 MYBUSYBEE if MYBUSYBEE becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to MYBUSYBEE, 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. Notwithstanding the provisions of Article 13 of GCC, MYBUSYBEE 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 MYBUSYBEE and not involving MYBUSYBEE'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, MYBUSYBEE shall promptly notify CITEM in writing of such condition and the cause thereof. Unless otherwise directed by CITEM in writing, MYBUSYBEE 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 MYBUSYBEE, 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 FEB 01 2021 day of \_\_\_\_\_, hereat Pasay City, Metro Manila.

**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

**MYBUSYBEE, INC.**


By:

  
**PAULINA SUACO-JUAN**  
Executive Director

By:

  
**RICO M. HERNANDEZ**  
Chief Executive Officer

Signed in the presence of:

  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director  
(Witness)

  
Andrea Hernandez  
Witness

  
**MALERNA C. BUYAO**  
Chief, Controllership Division

**ACKNOWLEDGMENT**

REPUBLIC OF MANILA THE PHILIPPINES }  
CITY OF PASAY } S.S.

BEFORE ME, a Notary Public for and in the City of MANILA this FEB 01 2021 day of \_\_\_\_\_ personally appeared the following:


NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
RICO M. HERNANDEZ	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged 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, refers to a Contract of Services consisting of four (4) pages, including this page, whereon this acknowledgment is written and 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. 2021  
PAGE NO. 2  
BOOK NO. 11  
SERIES OF 2021

  
**NOTARY PUBLIC**  
NOTARIAL COMMISSION 2020-097 MIA  
IPI NO. 242253 - 02/04/2021, PASIG  
PTO NO. 0027143 - 01/05/2021 MIA  
ROLL NO. 23579, TIM: 171-528-620  
MISLE COMPL. NO. VM-0000253  
M. LAM DEER HORRER ALABRICA, E.-O. 10017-01