

240265

CONTRACT OF SERVICES

(PROCUREMENT OF SOCIAL MEDIA MARKETING TOOL SUBSCRIPTION FOR 12-MONTHS)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)**, a government instrumentality attached to the Department of Trade and Industry (DTI), with principal address at Golden Shell Pavilion, Roxas Boulevard corner Sen. Gil Puyat Avenue, Pasay City, represented herein by its **EXECUTIVE DIRECTOR, LEAH PULIDO OCAMPO**, hereinafter referred to as "**CITEM**";

-and-

THIRD PILLAR BUSINESS APPLICATIONS, INC., a domestic corporation duly organized and validly existing under and by virtue of the laws of the Republic of the Philippines with business address at 2/F Corinthian Plaza, 121 Paseo de Roxas, Legazpi Village, 1226 Makati City, represented herein by its **PRESIDENT and CEO, MA. CRISTINA JENNIFER S. LIGONES**, and hereinafter referred to as "**THIRD PILLAR**";

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 in the food and sustainability solutions sector by implementing an integrated approach to export marketing in partnership with other government and private entities. With such commitment, the agency organizes its signature events, Manila FAME, IFEX Philippines, Sustainability Solutions Exchange, CREATE Philippines and the corporate CITEM brand to better service its stakeholders;

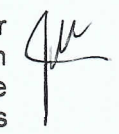

WHEREAS, there is a need to procure a social media marketing tool to support CITEM's social media campaigns.

WHEREAS, CITEM has 27 social media accounts for its brands (i.e. signature events Manila FAME, IFEX Philippines, Sustainability Solutions Exchange, CREATE Philippines and the corporate CITEM brand). These social media accounts include the more established social networks such as Facebook, Instagram, Viber, LinkedIn, Pinterest, YouTube, and the X Platform (formerly Twitter);

FURTHER, through the 27 social media accounts, CITEM is able to protect its reputation and respond to its stakeholders realtime, disseminate its content through scheduled postings to convert audience to followers and influence to attend trade fairs for the agency's signature shows, drive traffic to the websites through Click to Action buttons in every social media post, engage/converse with CITEM stakeholders in the food, home, design and lifestyle, sustainability, and creative sectors, and eventually, help CITEM achieve the Board-Approved Medium-Term Marketing Plan;

WHEREAS, based on the representation made and documents submitted by the end-user, Third Pillar Business Applications, Inc.'s Social Media Marketing Tool offer the features that CITEM need in implementing its digital initiatives on an enterprise level at the cheapest offer. The Social Velocity Bundle offers unlimited social media accounts, five (5) users, and onboarding, technical support, and success manager;

WHEREAS, Third Pillar Business Applications, Inc. submitted quotations and final bid offer.

WHEREAS, the BAC designated the implementing unit to conduct validation or vetting of Action Plan;

WHEREAS, Third Pillar Business Applications, Inc. were able to comply with the documentary requirements, action plan, onboarding of technical support, details of the support, confirm other requirement specification to be provided, and timeline of execution of plans;

WHEREAS, upon careful examination and evaluation, the BAC found and declared THIRD PILLAR BUSINESS APPLICATIONS, INC. as the Contractor and is willing and capable to execute the contract as Social Media Marketing Tool Subscription from August 26, 2024 to August 25, 2025;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Services outlining the responsibilities for the implementation, delivery, provision and execution of Social Media Marketing Tool Subscription, as follows:

Article 1. Scope of Services

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

VALIDATION OF ACTION PLAN		
Procurement of Social Media Marketing Tool Subscription		
CITEM REQUIREMENTS	THIRD PILLAR BUSINESS APPLICATIONS	END USER REMARKS
Budget: Php1,900,000.00	Php1,900,000.00	Complied
Number of social media accounts: 27	27	Complied
Number of users: Minimum 5	5	Complied
Number of posts: Unlimited	Unlimited	Complied
Customer Support:	Available 24/5, more details in the Onboarding Guide document	Complied Availability of Onboarding Customer Success Manager
Draft, schedule and publish	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Multi-profile scheduling	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Social content calendar sharing	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Content scheduling	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Approval workflows	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Recommended times to publish	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Bulk scheduling	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Asset content library	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong

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Campaign planning	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Campaign tagging and reporting	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
All-in-one centralized inbox	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Contact management	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Team assignments	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Dashboard notifications	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Saved and suggested replies	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Reports and analytics	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong
Training	Yes	Complied Validated through a Product Demo call with Sprout Social Singapore's Andrew Hong

***Please refer to Annex A for the signed validation document by the end user**

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

ITEM NO.	ITEM	SPECIFICATIONS	TOTAL	DELIVERED, WEEKS/MONTHS
1	One year subscription to Social Media Marketing Tool	Can accommodate the following: Number of social media accounts: 27 Number of users: Minimum 5 Number of posts: Unlimited (Please refer to the above table CITEM Requirements Column of the document: Validation of Action Plan > Procurement of Social Media Marketing Tool Subscription	1 License	Aug. 26, 2024 to Aug. 25, 2025

Article 2. Contract Price

- For services rendered, CITEM obligates to pay **THIRD PILLAR BUSINESS APPLICATIONS, INC.**, the amount of **One Million Nine Hundred Thousand Pesos Only (P1,900,000.00)** inclusive of taxes and other fees for the Procurement of Social Media Marketing Tool Subscription from August 26, 2024 to August 25, 2025.
- Full payment shall be made upon turnover of Licenses with full acceptance from CITEM.
- THIRD PILLAR to issue Invoice for Social Media Marketing and Marketing Automation System licenses to facilitate payment.

Article 3. General Conditions

1. It is hereby agreed that this Contract of Services does not concede any artistic or exploitation rights on the creations contained in the reference materials that are shared by THIRD PILLAR with CITEM and/or the companies concerned.
2. THIRD PILLAR shall hold CITEM and its agent/s officers free from any and all liabilities, suits actions, demands or damages resulting from incidents/causes beyond its control or in connection with the services under this agreement.
3. THIRD PILLAR 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.
4. THIRD PILLAR 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.
5. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

NON-DISCLOSURE AND CONFIDENTIAL INFORMATION

1. THIRD PILLAR shall treat as confidential all information provided by CITEM related to the agreement that will arise from this Contract, including but not limited to its business operations. All confidential information provided by CITEM shall be used by THIRD PILLAR solely for the purposes of rendering services pursuant to the agreement signed by both parties.
2. THIRD PILLAR acknowledges that all creative concepts and original materials formulated and designed in conjunction with this project shall be exclusively owned by CITEM, and with full exercise of discretion and rights on future use.
3. THIRD PILLAR 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.

CONTRACT DURATION

The contract shall take effect upon THIRD PILLAR actual receipt of the Contract, and shall remain in force and in effect from August 26, 2024 to August 25, 2025.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of CITEM refuse to accept delivery from THIRD PILLAR 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 THIRD PILLAR actually delivered the items at the subject office.
2. If THIRD PILLAR 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, the maximum amount of liquidated damages shall not exceed 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 THIRD PILLAR 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 THIRD PILLAR 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 THIRD PILLAR, may terminate this Contract in whole or in part:

- a. If THIRD PILLAR 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 THIRD PILLAR fails to perform any other obligation(s) under the Contract;
- c. If THIRD PILLAR, 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 THIRD PILLAR shall be liable to CITEM for any excess costs for such similar Goods and Services. However, THIRD PILLAR 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 THIRD PILLAR if THIRD PILLAR becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to THIRD PILLAR, 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, THIRD PILLAR 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 THIRD PILLAR and not involving the THIRD PILLAR'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, THIRD PILLAR shall promptly notify CITEM in writing of such condition and the cause thereof. Unless otherwise directed by CITEM in writing, THIRD PILLAR 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 THIRD PILLAR, 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 05 2024 day of August 2024, hereat Pasay City, Metro Manila.

CITY OF MAKATI
**CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS**

By:



LEAH PULIDO OCAMPO
Executive Director


THIRD PILLAR BUSINESS APPLICATIONS, INC.,

By:




MA. CRISTINA JENNIFER LIGONES
President and CEO

Signed in the presence of:


MA. LOURDES D. MEDIRAN
Deputy Executive Director


MALERNA C. BUYAO
Head, Controllership Div.


**OFFICE MANAGER and
EXECUTIVE ASSISTANT**

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the **CITY OF MAKATI**, on this SEP 05 2024 day of August 2024 personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
LEAH PULIDO OCAMPO	VA-ID CRN 021136267350	_____
MA. CRISTINA JENNIFER LIGONES	Passport # P17377330	_____

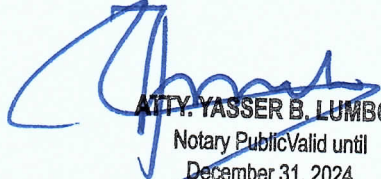
known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

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.

NOTARY PUBLIC

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ATTY. YASSER B. LUMBOS
Notary Public Valid until
December 31, 2024

PTR No. 10079005; 01/04/2024; Makati
IBP Lifetime No. 014317; 1/21/2015; South Cotabato
Roll No. 48182; March 21, 2003
MCLE Compliance No. VII-0003125; Valid Until 04/2025



MEMORANDUM

FOR : ACCOUNTING OFFICE

FROM :  PROCUREMENT UNIT

SUBJECT : ADDRESSING THE INCONSISTENCY ON THE CONTRACT DATE AND PERIOD OF ENGAGEMENT OF SOCIAL MEDIA MARKETING TOOL SUBSCRIPTION FOR 12-MONTHS AS PROVIDED ON CONTRACT NO. CS240265

DATE : 06 SEPTEMBER 2024

The period of engagement as provided by Contract No. CS240265 is 26 August 2024, however, the Notary Public inadvertently stamped and dated it on 05 September 2024.

For your consideration, please.

Thank you!