

**CONTRACT OF SERVICES  
(CLOUD-BASED CUSTOMER RELATIONS MANAGEMENT SYSTEM)**

**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 Pavillion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its Executive Director, **PAULINA SUACO-JUAN**, hereinafter referred to as **"PROCURING ENTITY"**;

**-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 3/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 **"CRM"**;

**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 and IFEX Philippines NXT FOOD Asia to better service its stakeholders

**WHEREAS**, Manila FAME supports local small- and medium-scale enterprises and artisan communities by working with local designers to create new product collections and providing a professionally managed platform to present export products to the global market.

**WHEREAS**, IFEX Philippines NXT FOOD Asia is CITEM's banner food event for Asian and Philippine food champions to showcase a wide and diversified array of food and ingredients uniquely Asian and a one-stop business to business (B2B) platform for leading buyers and top grocers around the world aiming to optimize their sourcing experience.

**WHEREAS**, the expos and trade show industry continues to perform strongly in 2018, with 99% of exhibitors finding unique value on attending trade shows compared to opportunities being offered by other marketing platforms, where for exhibitors, a majority find trade shows and expos beneficial to promote their companies and brands, obtain new buyers and prospects, and connect with existing clients; while for buyers, trade shows and expos provide opportunities on new products and services. Decision makers, particularly, are able to find at least one supplier on the show they attended, filling a gap in the supply chain cycle that is important in any business sector.

**WHEREAS**, CITEM was looking forward to augment its physical trade shows with the anticipated launch of Manila FAME DTCP in October 2020. This platform will be the initial of several DTCPs that CITEM would be adopting for its other projects (e.g. IFEX Philippines NXT FOOD Asia, etc.).

**WHEREAS**, The Manila FAME DTCP will serve as an online dossier of design and lifestyle pieces where the holistic experience for buyers and visitors of Manila FAME emanates. It aims to form an online community where exhibitors, trade buyers, and Manila FAME champions can come together to transact, promote their business, share product reviews, gain business and design insights, communicate with each other, form business alliances, and be inspired with a wealth of information on Filipino craftsmanship—all under one hub.

**WHEREAS**, the digital marketplace shall support multiple users in a collaborative content-generation environment, with content support for text, embedded graphics, photos, videos, and other multimedia files. It is more than a website—the new [www.manilafame.com](http://www.manilafame.com) is a portfolio of Philippine design trends and a platform to facilitate digital trade.



**WHEREAS**, CITEM is looking forward to transforming its trade promotions capabilities into a strategic and bolder revenue driver through deployment of a collaborative Customer Relationship Management (CRM) into its infrastructure, to enhance its marketing functions that would eventually benefits its customers or stakeholders.

**WHEREAS**, to attain efficiency and synchronicity in its function as the country's trade export promotion arm, subscription to a CRM from a highly respected provider is essential and critical to building digital loyalty and create meaningful engagement with CITEM's stakeholders and their respective customers or beneficiaries.

**WHEREAS**, the uncertainty and unrest caused by the SARS-COV2 responsible for the Corona- virus or COVID-19 pandemic accelerated the need for CITEM to embrace digitization in its activities. The pandemic imperiled the staging of physical trade shows and expos, causing potential losses to micro, small and medium enterprises (MSMEs) – who are CITEM's core stakeholders.

**WHEREAS**, good foresight though has put CITEM a step ahead in mitigating huge economic costs in the absence of a physical event and the safety risks of face-to-face interaction brought on by the COVID-19 situation. The agency's Manila FAME DTCP is the first step to filling the void left by the cancellation of physical trade shows and expos. Come October 2020, CITEM will launch a virtual trade fair to be participated in by top exporters in the home, design, and lifestyle sectors. Buyer campaign is also ongoing to ensure Filipino exhibitors will continue to sell their products to the world.

**WHEREAS**, the 24/7, 360 days activities anticipated in a DTCP are expected to change how Manila FAME Project Team interact with both buyers and exhibitors and vice versa. Such continuing conversation requires the deployment of an enterprise level Customer Relations Management (CRM) system that facilitate the journey of important stakeholders: the exhibitors, the Manila FAME Exhibitor Team, the buyers, and the Manila FAME Buyer Team.

**WHEREAS**, the CITEM through its Bids and Awards Committee (CITEM-BAC) has conducted Public Bidding in accordance with Sec. 10 of RA 9184 to invite contractors, company providers for the Premium cloud-based CRM, which among the invited bidders who took interest to participate in the bidding, only one (1) submitted its bid, ---Third Pillar Business Applications, Inc., was declared as the Single Calculated Bidder (SCB);

**WHEREAS**, the BAC designated a Technical Working Group (TWG) to conduct a post qualification of the above requirement, and upon careful examination, assessment and evaluation of the eligibility requirements, the BAC found and declared Third Pillar Business Applications, Inc., as the Single Calculated and Responsive Bidder substantially compliant for the above-mentioned requirement;

**WHEREAS**, Third Pillar Business Applications, Inc., is willing and capable to execute the contract as the Company that Provides a Premium Cloud-Based Customer Relations Management System for the Digital Trade Community Platform (DTCP) and its signature event;

**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 Premium Cloud-Based Customer Relations Management System, as follows:

#### **Article 1. Scope of Services**

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

<b>Premium Cloud-Based Customer Relations Management System</b>	
<b>PHP Php 13,988,000.00</b>	
<i>Features</i>	<i>Valuations (in Peso)</i>
<b>1 YEAR SUBSCRIPTION Marketing Automation System</b>	<i>PHP 3,640,000.00</i>
<b>1 YEAR SUBSCRIPTION Social Media Marketing Tool</b>	<i>3,640,000.00</i>
<b>Implementation Services</b>	<i>5,028,000.00</i>
<b>Application Management Support Services</b>	<i>1,680,000.00</i>
<b>(Inclusive of taxes) TOTAL</b>	<i>PHP 13,988,000.00</i>



## 1.2 Scope of Work

The CRM shall be in charge of the following undertakings:

### DELIVER MARKETING AUTOMATION SYSTEM (1 YEAR SUBSCRIPTION)

1. This powerful Marketing Automation System will help the agency develop and manage its marketing relationships and campaigns with various stakeholders.
2. This platform will further equip CITEM with valuable data across numerous sources to have a holistic understanding of what its stakeholders want.
3. Through this CRM, CITEM can listen and deduct its stakeholders' intent; allowing the project officers and internal stakeholders as well to craft a customized messaging and improve buyer engagement eventually.

### Expected Output: Marketing Automation System Is Implemented

		EXPECTED OUTPUT	
Marketing Automation Implementation	Marketing Automation Setup	Set Up Business Unit Administration Settings	Users are created with designated roles and access
		<ul style="list-style-type: none"> <li>● Account Settings</li> </ul>	
		<ul style="list-style-type: none"> <li>● Headers &amp; Footers</li> </ul>	
		<ul style="list-style-type: none"> <li>● Users (almost 50)</li> <li>● Security Settings</li> </ul>	
Marketing Automation Implementation	Email Marketing System Setup	Create Data Extensions/Lists	Storage availability for Sendable and Non- Sendable data
Marketing Automation Implementation	Audience Builder Setup	Setup Contact Builder	Single view of all data with relationship can be accessed
		<ul style="list-style-type: none"> <li>● Create Attribute Group</li> <li>● Create Populations</li> </ul>	
Marketing Automation Implementation	Email Marketing System Setup	Set-up FTP Account Create credentials Validate FTP connectivity	Data storage for file transfer is active
Marketing Automation Implementation	Email Marketing System Setup	Upload Content files for Email Creation	Storage of all assets for email content
		<ul style="list-style-type: none"> <li>● Image</li> </ul>	
		<ul style="list-style-type: none"> <li>● Video</li> </ul>	
		<ul style="list-style-type: none"> <li>● Audio</li> <li>● Code</li> <li>● Text</li> </ul>	
CRM Implementation	Audience Builder Setup	Create Import Definitions	Automation of import of data to lists & data extensions

CRM Implementation	Email Marketing System Setup	Validate Sends Tracking	Verify customer activity for email interaction
CRM Implementation	Email Marketing System Setup	Create Sender Profiles	Additional FROM label for email sending
CRM Implementation	Email Marketing System Setup	Setup URL expiration for emails	URL on emails expires after the specified URL expiration
Marketing Automation Implementation	Email Marketing System Setup	Create Emails	Reusable email and email templates for sending-out to customers
	Email Marketing System Setup	Create Email Sends Definitions	
Marketing Automation Implementation	Approvals	Set up a process for reviewing and approving various objects	Emails prior send out requires to undergo an approval process.
Marketing Automation Implementation	Email Marketing System Setup	Create Measures	Additional filter for sent/undelivered email criteria
Marketing Automation Implementation	Email Marketing System Setup	Create Data Filters	Data filter for sent/undelivered emails
Marketing Automation Implementation	User(s) Journey Setup	Create 4 Interactions in Journey Builder	4 interactions for personalized customer experience
Marketing Automation Implementation	Automation Setup	Create Automations	Automation for data management
		• SQL Query	
		• Filters	
		• Import File	
		• File Transfer	
• Data Extract			
Analytics Builder	Reports	Automation for reports	CITEM will automatically have access to all standard reports available in Marketing Automation
Knowledge Transfer	Marketing Automation	Explanation of how to configure Marketing Automation (at least 25 training hours)	CITEM will have knowledge of how to configure the Marketing Automation, and what campaigns are best suited to each type of use case.

#### DELIVER SOCIAL MEDIA MARKETING TOOL

1. This tool must have the capability to listen from any digital platform sources (up to 18 CITEM digital social channels) to obtain what the fans and the concerned industry are saying about CITEM and its brands.
2. This tool must allow CITEM and its brands to respond to posts on its social channels, manage respective communities, and deliver customer support in the process.
3. This tool must allow CITEM and its brands to create and publish content across networks and accounts.

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4. This tool must allow officers responsible for CITEM and its brands to extract insightful reports at the same time see live displays of activities on social platforms. Such monitoring capability can be done using one interface.

**Expected Output: Implementation of Social Media Marketing Tool**

		EXPECTED OUTPUT	
Social Media Marketing Tool Implementation	Social Accounts Setup	Configure all Social Media Account	Social Accounts are available for use for different workspaces
Social Media Marketing Tool Implementation	Engagement Macros Setup	Configure macros for easy tagging and assignment of posts for each user	Users will be able to assign posts to other users
Social Media Marketing Tool Implementation	User Setup	Creation and setup of required Users:	Administrator and users will have to the Social Media Marketing System access based on given role.
		❖ Administrator	
		❖ Super Users	
		❖ Full Users	
Social Media Marketing Tool Implementation	Topic Profile Setup	Setup of Topic Profiles for broad listening:	Broad listening profiles will be capturing branded conversation outside of official social channels.
		❖ Up to four (4) profiles	
		❖ Up to (6) Keyword Group per profile	
	Data Validation	Validation of data capture by topic profiles.	Ensure that broad listening profiles are capturing desired data.
Social Media Marketing Tool Implementation	Source Group Setup	Addition of multiple websites (blogs, forums, mainstream news) for:	Monitoring of specific pages, groups, people in social media is captured
		❖ Monitoring keywords;	
		❖ Monitoring entire page; and	
Social Media Marketing Tool Implementation	Sentiment Model Setup	Model Management for:	Keywords added will have different sentiment scores
		❖ Excluding pages from selected websites	
		❖ Adjustment of incoming posts that uses a specific language	
Social Media Marketing Tool Implementation	Organization Settings	Standardized settings for all users	All users will have the same basic organization

			configuration
Social Media Marketing Tool Implementation	Workspace Setup	Set up of required Workspaces Up to four (4) workspaces	Workspaces will be available to segment users, profiles, and social accounts by different criteria.
Social Media Marketing Tool Implementation	User Workspace Settings	CITEM will have up to 1000 users	User will have full/limited access within a workspace based on their roles
		◆ Admin	
		◆ Contributor	
Social Media Marketing Tool Implementation	Social Workspace Settings	Linking of integrated Social Accounts to specific Workspaces	Social accounts are assigned to workspaces
	Topic Profile Workspace Settings	Linking of created Topic Profiles to specific Workspaces	Topic profiles are assigned to workspaces
Social Media Marketing Tool Implementation	Engagement Macros Workspace Settings	Linking of created Engagement Macros to specific Workspaces	Engagement Macros are assigned to workspaces
Social Media Marketing Tool Implementation	Template Workspace Settings	Creation of templates for use of different users within a workspace	New users within a workspace will automatically have a tab or users are able to use templates for easy creation of tabs within Engage component
Social Media Marketing Tool Implementation	Engage Workspace Settings	Creation of tabs and columns for:	Users can monitor different social media accounts based on keywords given; also, able to reply to posts if Social Media account for post is integrated
		◆ Monitoring of Personal Social Media Accounts	
		◆ Monitoring of brand-related web posts outside of your own social media accounts	
		◆ Monitoring competitor's posts and pages	
Social Media Marketing Tool Implementation	Analyze Workspace Settings	Dashboard creation for:	Summary of reports for Social Media Engagement and Keywords provided
		◆ Social Media Accounts	
		◆ Topic Profiles	
Social Media Marketing Tool	Reports Workspace	Automation for reports generated	Reports are generated via CSV and/or PDF file on a



Implementation	Settings		specified time automatically
Knowledge Transfer	Social Media Marketing System	Explanation of Social Media Marketing System Setup and data configuration:	CITEM will have knowledge of how Social Media Marketing System is configured, and how changes can be made.
		❖ Workspace	
		❖ Social Accounts	
		❖ Topic Profiles	

\*For the Marketing Automation System and Social Media Marketing Tool, CITEM will provide Winning Bidder with an application programming interface to allow the CRM to capture data from different digital platforms the agency is using now.

### PROJECT MILESTONE/IMPLEMENTATION AND PAYMENT TABLE

This project will be delivered in small time-bound cycles so it will be clear what value CITEM will receive for specific time/cost investments.

PROJECT STAGES	Month 1				Month 2				Month 3				Months 5-12	Payment Schedule and Deliverables
	V1	V2	V3	V4	V5	V6	V7	V8	V9	V10	V11	V12	V13 to V48	
Project Stage 0: Project Planning - Salesforce License Activation														<p>Procuring Entity to send CRM a confirmation letter on what date to activate Salesforce licenses for Social Studio and Email Marketing systems. A confirmation email will be sent to Procuring Entity when licenses are activated. Thereafter, CRM to issue an invoice for the licenses and Procuring Entity shall pay CRM <b>FIVE MILLION PESOS ONLY (Php5,000,000.00)</b> within 15 days upon receipt of the invoice.</p> <p>Basis of payment: Confirmation email of the activation of Salesforce licenses for Social Media Marketing and Email Marketing systems.</p>
Project Stage 1: Requirements Gathering	x	x												<p>Procuring Entity to approve the BRD Sign Offs for Social Media Marketing and Email Marketing systems. CRM to issue an invoice for the approved BRD Sign Off and Procuring Entity shall pay CRM the amount of <b>FIVE MILLION PESOS ONLY (Php5,000,000.00)</b> within 15 days upon receipt of the invoice.</p> <p>The deliverables of the BRD Sign Off shall include Requirements Gathering and may overlap with succeeding activities: Solution Design and Configuration and Development.</p> <p>Go Live of Social Media Marketing system after one month of approval of BRD Sign Off for Social Media Marketing system.</p> <p>Basis of payment: BRD Sign Offs for Social Media Marketing and Email Marketing systems.</p>
Project Stage 2: Solution Design/Design Phase			x	x										
Project Stage 3: Build Phase							x	x						

<p>Project Stage 4: System Integration Testing (SIT) and Users Acceptance Testing (UAT)</p>		<p>Procuring Entity and CRM shall conduct System Integration and Users Acceptance Testing (UAT).</p> <p>The objective of this project stage is to conduct System Integration Testing and Users Acceptance Testing for all the developed components that will be rolled out at the end of this project.</p> <p><b>Training/Knowledge Transfer</b> The objective of this project stage is to provide end-user training of the CRM application. A training session (minimum of 24 dedicated training hours) will help CITEM users learn everything about the CRM.</p> <p>Procuring Entity shall approve the UAT Sign Off document and CRM shall issue an invoice for the approved UAT Sign Off. Procuring Entity shall pay CRM the amount of <b>TWO MILLION FIVE HUNDRED THOUSAND PESOS ONLY (Php2,500,000.00)</b> within 15 days upon receipt of the invoice."</p> <p>Basis of payment: Approved UAT Sign Off.</p>
<p>Project Stage 5: Training</p>		<p>Go-Live Deployment of Email Marketing System</p> <p>The objective of the project stage is to finalize the Project and transition to operation mode.</p> <p>Procuring Entity shall approve the Go-Live Deployment Sign Off and CRM shall issue an invoice for the approved Go-Live Deployment Sign Sign Off. Procuring Entity shall pay CRM the amount of <b>ONE MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND PESOS ONLY (Php1,488,000.00)</b> within 15 days upon receipt of the invoice."</p> <p>Basis of payment: Approved Go-Live Deployment Sign Off</p>
<p>Project Stage 6: Go-Live Deployment- Email Marketing System</p>		<p>Project Stage - Post Implementation</p> <p>CRM will provide off-site support, fixing all system errors within thirty (30) days upon completion of Go-Live stage to assist Procuring Entity. It is envisioned that the CRM will dedicate at least 400 support hours during a 12-month period to Procuring Entity.</p>
<p>Project Stage 7: Post-implementation Support</p>		

Each stage is considered complete when the Deliverable Materials for each stage are delivered to CITEM.

### 1. PROJECT STAGE 0 – Project Planning

This stage further clarifies the project's objectives and plans all the activities necessary in order to meet the project objectives and scope.

#### CRM Responsibilities:

The main activities within this stage are:

- Review the SOW (Statement of Work) which identifies and assigns tasks, scope, deliverables, assumptions, major milestones, and the estimated dates on which they occur.
- Prepare an integrated Project Plan and review the procedural standards and contractual responsibilities of both parties with CITEM Project Manager.
- Coordinate the establishment of the project environment.
- Prepare the project team's work plan showing the work breakdown structure with schedule.



- Establish documentation standards for Deliverable Materials.
- Prepare and conduct the Project Kickoff for project orientation with the project team and stakeholders.
- Activate Salesforce licenses for both Social Media Marketing and Email Marketing systems.

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM requires that CITEM would commit to the following:

- Work with CRM Project Manager on the schedules of user groups and Milestones Completion sign-off process.
- Review and accept the deliverable materials under this stage.
- Ensure availability of key participants in the Project Kickoff session.
- Payment of Salesforce licenses activation as specified on the table above.

**Deliverable Materials:**

The deliverables for this stage are:

- Project Kickoff Presentation
- Project Plan
- High-Level Work Plan

**2. PROJECT STAGE 1 – Requirements Gathering**

The objective of this project stage is to get the more detailed information about the relevant process, setup, and requirements of the users in relation to the project scope.

**CRM Responsibilities:**

The main activities within this stage are:

- Conduct interviews within CITEM to finalize requirements, current processes and business/validation rules.
- Analyze the data sources and identify necessary tables and fields needed as part of data integration.
- Analyze and document the business/functional requirements, including use cases, data flow, data size/volume, data model, data integration points, and user interfaces.
- Conduct Business Requirement Document (BRD) review before sign-off.
- Issue invoice of approved BRD Sign Off.

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM requires that CITEM would commit to the following:

- Identify and assign relevant / key CITEM personnel to actively participate in interview session(s).
- Ensure the availability of the interviewees and create schedule that is aligned with the agreed Project Schedule.
- Provide all relevant and required information, including but not limited to functional documentations, sample reports, etc. for CRM to collect and understand the current process.
- Allocate meeting room and facilities for interviews including LCD projectors, white-board, papers and others within CITEM premises.
- Validate the gathered requirements and ensure timely sign-off of the Business Requirement Document.
- Payment as specified on the table above.

**Deliverable Materials:**

The deliverables for this stage are:

- Business Requirement Document (BRD)

**3. PROJECT STAGE 2 – Solution Design**

The objective of this project stage is to design the process flow described in the Project Scope section based on the agreed BRD prepared in Requirements Gathering stage and map them into the overall solution.

**CRM Responsibilities:**

The main activities within this stage are:

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- Determine the design constraint based on transaction data volume stated in the BRD.
- Create a high-level solution design that visualizes the system and data flow.
- Go Live of Social Media Marketing system.

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM requires that CITEM would commit to the following:

- Provide Contractor with Super User access to Marketing Cloud and Social Studio org.
- Review and ensure timely sign-off of the High-Level Design Document.

**Deliverable Materials:**

The deliverables for this stage are:

- High-Level Design Document (HLD)

**4. PROJECT STAGE 3 – Configuration and Development**

The objective of this project stage is to build each of the components described in the Project Scope section based on the design document prepared in Solution Design stage:

**CRM Responsibilities:**

The main activities within this stage are:

- Develop and configure the Salesforce cloud platform based on CRM solution requirement described in the Project Scope section.
- Load client's test data.
- Conduct unit testing of all the configured and developed components.

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM requires that CITEM would commit to the following:

- Prepare test data as per the format given by CRM.
- Responsible for fixing all data issues in sourcefile.

**Deliverable Materials:**

The deliverables for this stage are:

- Unit-tested CRM components

**5. PROJECT STAGE 4 – SIT and UAT**

The objective of this project stage is to conduct System Integration Testing (SIT) and Users Acceptance Testing (UAT) for all the developed components that will be rolled out at the end of this project.

**CRM Responsibilities:**

The main activities within this stage are:

- Prepare an environment for UAT.
- Conduct SIT and resolve any issues.
- Prepare a UAT Plan.
- Prepare UAT test scripts.
- Administer the UAT and resolve any issues.
- Provide UAT Issues Register to track identified issues.
- Invoice of approved UAT Sign Off.

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM requires that CITEM would commit to the

following:

- Prepare UAT test cases/scenarios.
- Provide Testing logistics such as:
  - Laptop/desktop for testers
  - Venue/room
  - Stable internet connection (via LAN/wifi)
  - Projector
  - Whiteboard / flipcharts and markers
- Conduct UAT themselves with CRM support.
- Ensure timely sign-off upon completion of users' testing within the given timeline.
- Adhere to Project Change Request process (only when applicable).
- Work with CRM Project Manager on the test schedules of user groups.
- Payment as specified on the table above.

**Deliverable Materials:**

The deliverables for this stage are:

- UAT Plan to document the agreed schedule per user groups, test cases/scenarios, and test exit criteria
- UAT Test Scripts
- UAT Issues Register
- UAT-passed CRM components

**6. PROJECT STAGE 5 – Training/Knowledge Transfer**

The objective of this project stage is to provide end-user training of the CRM application.

**CRM Responsibilities:**

The main activities within this stage are:

- Conduct one (1) session of Train-the-Trainer End User Training, with a maximum of ten (10) participants, aimed to equip the project core team with the knowledge to conduct training to all the end-users within CITEM.
- Conduct one (1) session of Administration Turn-over Orientation (client-specific configuration) aimed to equip CITEM's designated System Administrator.
- Prepare Knowledge Transfer (KT) Materials as the "users/admin manuals" document (Salesforce.com provides on-line help and training materials on the platform, such as user guide, training videos, etc).

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM require that CITEM would commit to the following:

- Assign a maximum of ten (10) participants for the Train-the-Trainer End User Training.
- Ensure availability of the System Administrator and training participants.
- Provide Training logistics such as:
  - Laptop/desktop for trainees
  - Venue/room
  - Stable internet connection (via LAN/wifi)
  - Projector
  - Whiteboard / flipcharts and markers
- Ensure timely sign-off upon completion of knowledge transfer sessions.

**Deliverable Materials:**

The deliverables for this stage are:

- Training/KT Material

**7. PROJECT STAGE 6 – Go-Live Deployment**

The objective of this project stage is to finalize the Project and transition to operation mode.

**CRM Responsibilities:**

The main activities within this stage are:

- Handover org to client.
- Invoice Go Live Deployment of Email Marketing System.



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**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM require that CITEM would commit to the following:

- Sign off on Go Live documents
- Payment as specified on the table above.

**Deliverable Materials:**

The deliverables for this stage are:

- Pre-deployment Checklist
- Post-deployment Checklist
- Detailed Design Document

**8. PROJECT STAGE 7 – Post-implementation Support**

CRM will provide off-site support, fixing all system errors within thirty (30) days upon completion of Go-Live stage to assist CITEM.

**CRM Responsibilities:**

CRM will provide the following assistance services:

- Identify problems or defects with the Salesforce solution (Out-of-the-box) and provide recommendations for problem resolution.
- Off-site troubleshooting and/or problem identification related to Software.
- Work sessions to review and plan for problem prevention for the CITEM's environment.

**CITEM Responsibilities:**

To ensure timely and effective completion of this stage, CRM requires that CITEM would commit to the following:

- Designate a single named individual to serve as the Primary Contact in CITEM's organization who will be responsible for the receipt and dissemination of Incident information, updates and fixes.
- Provide CRM with all relevant and available diagnostic information pertaining to problems for which the Client requests assistance under this SOW.
- Provide all information and materials reasonably required to enable CRM to provide the post-implementation services, if any. CITEM agrees that all information disclosed or to be disclosed to CRM is and will be true, accurate and not misleading in any material respect.
- Be responsible for the implementation of any preventative or corrective actions recommended by CRM to resolve a problem.
- Be responsible for the daily infrastructure operation and management of the solution delivered by CRM, and any service level delivery to CITEM's End-Users.
- Ensure timely sign-off upon completion of Project Completion Certificate (PCC).

**Assumptions:**

The assumptions specific for this stage are:

- CRM will not provide Services in any of the following instances: (1) CITEM is not using the Salesforce solution in accordance with the applicable Master Services Agreement; (2) CITEM has not fully paid for the Services; (3) CRM determines that the cause of the error or other Incident reported is the malfunctioning or failure of any software not furnished by CRM.
- If on-site work is required, CRM resource(s) will work in local regular business hours unless the parties have mutually agreed in writing in advance to other arrangements.

**Deliverable Materials:**

The deliverable materials for this stage are:

- Project Completion Certificate (PCC)
- Support Log



## Article 2. Contract Price

1. For services rendered, CITEM obligates to pay **THIRD PILLAR BUSINESS APPLICATIONS, INC.**, the amount of **Thirteen Million Nine Hundred Eighty Eight Thousand Pesos Only (P13,988,000.00)** inclusive of taxes, schedule of payment are as follows:

## Article 3. General Conditions

1. CRM hereby undertakes to deliver information technology services, support, and functions as further described in the Scope of Work (SOW) that may be proposed and approved by the Parties in writing. Any such approved SOW shall be signed by the duly authorized representatives of the parties, and shall specifically reference this Agreement and expressly indicate that it is subject to the terms hereof. Thereafter, such SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the "Services"). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference.
2. 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 CRM with CITEM and/or the companies concerned.
3. CRM agrees that CITEM may enter into a separate agreement with companies on copyrights and develop personal collaborations between and among the companies.
4. CRM 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.
5. The CRM 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. CRM 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.
7. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

## NON-DISCLOSURE AND CONFIDENTIAL INFORMATION

1. The Winning Bidder shall treat as confidential all information provided by CITEM related to the agreement that will arise from this Terms of Reference, including but not limited to its business operations. All confidential information provided by CITEM shall be used by the Winning Bidder solely for the purposes of rendering services pursuant to the agreement signed by both parties.
2. CRM acknowledges that all materials introduced and used for the Cloud-Based Relations Management System shall remain exclusively for use and purpose by CITEM. Hence, CRM shall not do any act inconsistent with such usage and purpose.
3. CRM 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.



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## CONTRACT DURATION

The contract shall take effect upon the Winning Bidder's actual receipt of the Notice of Award (NOA) and shall remain in force and in effect for a period of twelve (12) months.

## PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of the **PROCURING ENTITY** refuse to accept delivery from the **CONTRACTOR** 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 **CONTRACTOR** actually delivered the Items at the subject office.
2. If the **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'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 **CONTRACTOR**, may terminate this Contract in whole or in part:

- a. If the **CONTRACTOR** 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 **CONTRACTOR** fails to perform any other obligation(s) under the Contract;
- c. If the **CONTRACTOR**, 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.

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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 **CONTRACTOR** shall be liable to the **PROCURING ENTITY** for any excess costs for such similar Goods and Services. However, the **CONTRACTOR** 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 **CONTRACTOR** if the **CONTRACTOR** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the **CONTRACTOR**, 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 **CONTRACTOR** 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 **CONTRACTOR** and not involving the **CONTRACTOR'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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR**, 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.

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IN WITNESS WHEREOF, the parties have affixed their signatures on this OCT 29 2020 day of October 2020, hereat Pasay City, Metro Manila.

**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

By:

  
**UNDERSECRETARY ABDULGANI M. MACATOMAN**  
Trade and Investment Promotions Group

  
**PAULINA SUACO-JUAN**  
Executive Director

**THIRD PILLAR BUSINESS APPLICATIONS, INC.,**

By:

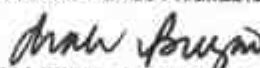
  
**MA. CRISTINA JENNIFER LIGONES**  
President and CEO

Signed in the presence of:

  
**MA. LOURDES D. MEDIRAN**  
Deputy Executive Director

  
**BENEDICT GOMORERA**  
Sr. Key Accounts Manager

Certified Funds Available:

  
**MALERNA C. BUYAO**  
Chief-Controllership Div.

**ACKNOWLEDGMENT**

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

**OCT 29 2020**

**BEFORE ME**, a Notary Public for and in the City of Pasay, on this \_\_\_\_\_ day of October 2020 personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
UNDERSECRETARY ABDULGANI M. MACATOMAN	_____	_____
PAULINA SUACO-JUAN	_____	_____
MA. CRISTINA JENNIFER LIGONES	<u>Passport No. P1739733B</u>	<u>DFA NCR South/May 27, 2019</u>

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 sixteen (16) 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.

Doc. No. 138  
Page No. 29  
Book No. 3  
Series of 2020

NOTARY PUBLIC

*M. Cleofe L. Jaime*  
MA. CLEOFE L. JAIME

NOTARY PUBLIC

UNTIL DECEMBER 31, 2021

COMMISSION NO. 20-04

POLL NO. 27802

PTR NO. PC 7017532-PASAY CIT Y-1/6/20

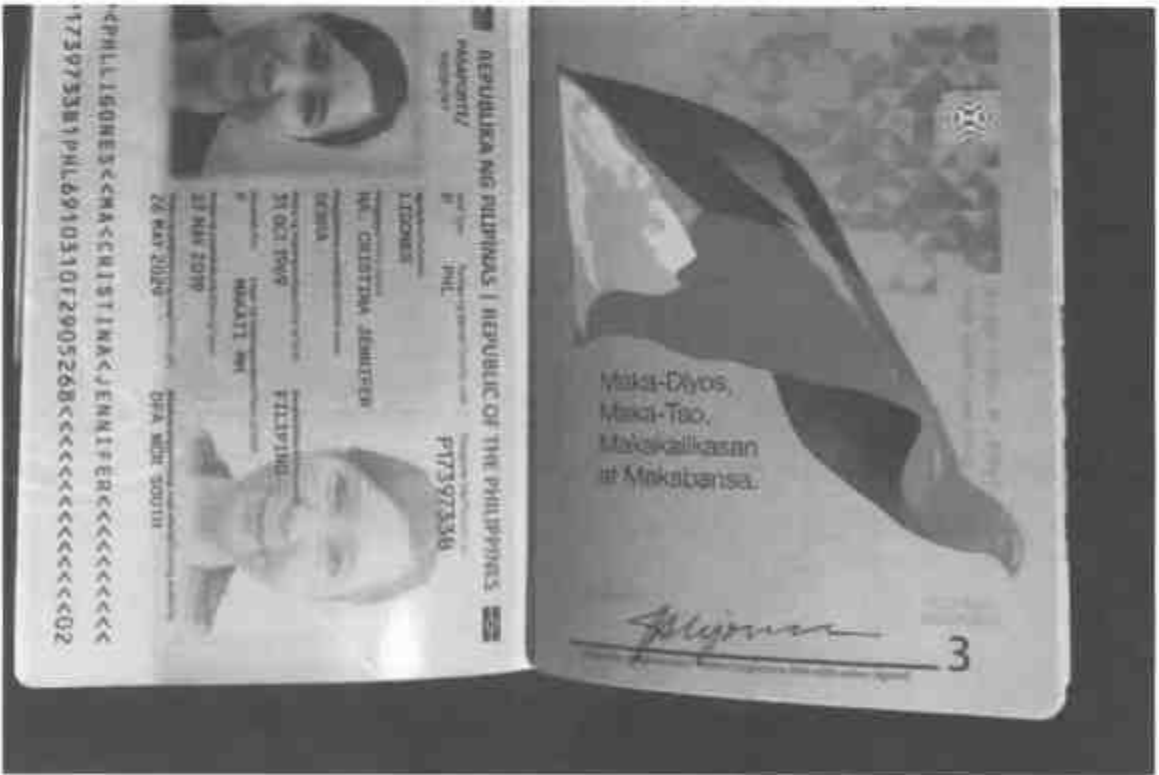
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MCLE COMPL. NO. VI-00:2231

ISSUED ON SEPTEMBER 13, 2018

ADDRESS-STALL #1, UNIT 54 ARNAIZ  
AVENUE, PASAY CITY, M.M.

*[Signature]* *[Signature]*



*Jennifer*