

CONTRACT OF SERVICES***(Procurement of Three (3) Licenses of Autodesk Design and Manufacturing Collection)*****KNOW ALL MEN BY THESE PRESENTS:**

This Purchase 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, **DR. EDWARD L. FERREIRA, Ph.D.**, hereinafter referred to as "**CITEM**";

-and-

MAXIMUM SOLUTIONS CORPORATION, a corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at San Luis Street, Tibagan, San Juan City, represented herein by its Product Manager, **EGBERTO ESPIRITU SANTO**, hereinafter referred to as "**MAXIMUM SOLUTIONS**"

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 procure the renewal of the Autodesk design and manufacturing collection software for 3D rendering \ layouts of Experience Design Division, 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 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 **MAXIMUM SOLUTIONS CORPORATION** is substantially compliant for the above-mentioned requirement.

WHEREAS, upon careful examination and evaluation, the BAC found and declared **MAXIMUM SOLUTIONS CORPORATION** as the Lowest Calculated and Responsive Bidder for the following:

Article 1. Scope of Services

1. The Contractor shall provide the Procurement of Autodesk Design and Manufacturing Collection and abide with the specifications as stated hereunder:

PARTICULARS	QTY/UNIT	UNIT PRICE	AMOUNT
AUTODESK DESIGN AND MANUFACTURING COLLECTION	3 Licenses	362,900.00	Php1,088,700.00

2. **Technical Specifications:**

Subscription Renewal for three (3) years

(from November 20, 2022 to November 19, 2025)

Included applications:

- Inventor
- AutoCAD
- Fusion 360
- Inventor Tolerance and Analysis
- Inventor Nesting
- Inventor CAM
- Factory Design Utilities
- Vault
- Inventor Nastran
- Navisworks Manage
- 3ds Max
- ReCap Pro
- HSMWorks
- Autodesk Rendering
- Autodesk Drive

3. **PERIOD OF DELIVERY**

MAXIMUM SOLUTIONS shall deliver the said requirement within 15-30 days upon receipt of Notice to Proceed and/or Purchase Agreement.

4. **CONTRACT PRICE**

In consideration of the abovementioned requirement, **CITEM** shall pay **MAXIMUM SOLUTIONS** the amount of **ONE MILLION EIGHTY EIGHT THOUSAND SEVEN HUNDRED PESOS (Php1,088,700.00)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

Article 2. 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 **MAXIMUM SOLUTIONS** for any authorized/justified reason/s, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date **MAXIMUM SOLUTIONS** actually delivered the items at the subject office.

2. If **MAXIMUM SOLUTIONS** 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 Ten Percent (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.
3. Any amendment, modification, or alteration to this agreement shall be in writing and signed by both parties.

TERMINATION OF THE CONTRACT

1. **CITEM** may terminate this Contract if **MAXIMUM SOLUTIONS** 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 **MAXIMUM SOLUTIONS** liabilities and **CITEM's** right to recover the value of payments plus damages under this Agreement.

1.1. TERMINATION FOR DEFAULT

CITEM, without prejudice to any other remedy for breach of Contract, by written notice of default sent to **MAXIMUM SOLUTIONS**, may terminate this Contract in whole or in part:

- a. If **MAXIMUM SOLUTIONS** 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 **MAXIMUM SOLUTIONS** fails to perform any other obligation(s) under the Contract;
- c. If **MAXIMUM SOLUTIONS**, 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 **MAXIMUM SOLUTIONS** shall be liable to **CITEM** for any excess costs for such similar Goods and Services. However, **MAXIMUM SOLUTIONS** 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 **MAXIMUM SOLUTIONS** if **MAXIMUM SOLUTIONS** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **MAXIMUM SOLUTIONS**, 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, **MAXIMUM SOLUTIONS** 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 **MAXIMUM SOLUTIONS** and not involving **MAXIMUM SOLUTIONS** 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, **MAXIMUM SOLUTIONS** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **MAXIMUM SOLUTIONS** 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 **MAXIMUM SOLUTIONS**, 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 sig
November 2022, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By: 
DR. EDWARD L. FERREIRA, Ph.D
 Executive Director 

MAXIMUM SOLUTIONS CORPORATION

By: 
EGBERTO ESPIRITU SANTO
 Product Manager

Signed in the presence of:


ATTY. ANNA GRACE I. MARPURI
 Witness 

Witness

Certified Funds Available:

Malerna C. Buyao

MALERNA C. BUYAO
Chief, Controllership Div.

ACKNOWLEDGMENT

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

DEC 23 2022

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____ day of November 2022 personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
DR. EDWARD L. FERREIRA, Ph.D	_____	_____
EGBERTO ESPIRITU SANTO	_____	_____

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 Purchase Agreement consisting of five (5) 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.

M. Cleofe L. Jaime

MA. CLEOFE L. JAIME

NOTARY PUBLIC

UNTIL DECEMBER 31, 2022

COMMISSION NO. 20-04

ROLL NO. 27802

PTR NO. 7697173 PASAY CITY 1-3-2022

IBP OR NO. 178431 ISSUED BY IBP

NAT'L OFFICE - 2 - 16 - 22

MCLE COMPL. VII-0018402

ISSUED ON - MAY 20, 2022 VALID UNTIL

APRIL 14, 2025

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