

Revised Section I. Invitation to Bid

INVITATION TO BID FOR THE PROCUREMENT OF THIRTEEN (13) LICENSE OF ADOBE CREATIVE CLOUD

1. The **Center for International Trade Expositions and Missions (CITEM)**, through the **Corporate Operating Budget for 2021** intends to apply the sum of **One Million and One Hundred Seventy Thousand Pesos (PhP 1,170,000.00)** being the ABC to payments under the contract for **Thirteen (13) Licenses for Adobe Creative Cloud**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Center for International Trade Expositions and Missions (CITEM)** now invites bids for the above Procurement Project. Delivery of the Goods is required **fifteen (15) working days upon receipt of Notice to Proceed**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **CITEM Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 November 2021** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (Php 1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*

- o Bank : Landbank of the Philippines
- o Account Name : CITEM
- o Account Number : 1772 1038 63
- o Bank Address : LBP Century Park (Harrison Plaza) Branch
- o Swift Code : TLBPPHMM

6. The **Center for International Trade Expositions and Missions (CITEM)** will hold a Pre-Bid Conference on **07 December 2021, 2:00PM via Microsoft Teams or Zoom** which shall be open to prospective bidders. Please contact the CITEM Bids and Awards Committee Secretariat through email at citembac@citem.com.ph for the link of the Video Conference meeting. The link will be released on the actual day of the Pre-Bid Conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **21 December 2021, 2:00PM**. **Late bids shall not be accepted.**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *21 December 2021, 2:00PM via Microsoft Teams or Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please contact the CITEM Bids and Awards Committee Secretariat through email at citembac@citem.com.ph for the link of the Video Conference meeting. The link will be released on the actual day of the Opening of Bids.
10. The **Center for International Trade Expositions and Missions (CITEM)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

CITEM-BAC Secretariat

Center for International Trade Expositions and Missions
Golden Shell Pavilion
Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City
Tel no. +63(2) 8-831-2201 loc. 294/309
Email: citembac@citem.com.ph
Website: www.citem.com.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://citem.gov.ph/procurement/invitation-to-bid>

29 November 2021



ATTY. ANNA GRACE I. MARPURI
Chairman, CITEM-Bids and Awards Committee

Revised Section V. Special Conditions of Contract

| GCC Clause | |
|-------------------|--|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered <i>at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City</i> in accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered <i>at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Clodualdo “Jun” Evio, OIC-DC, Systems and Management Division</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision and technical assistance of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| | <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | The terms of payment shall be as follows: Within 30-days upon Acceptance of Delivery. |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>Portal Access and License date subscription</p> |

Revised Section VI. 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.

| Description | Quantity | Delivery Period |
|---|--------------------|--|
| Adobe Creative Cloud License (Please see Section VII-Technical Specification) | 13 Licenses | 15 working days upon receipt of notice to proceed. |

I hereby commit to comply and deliver all the above requirement in accordance with the above stated schedule.

Name of Company/Bidder
Date

(Signature Over Printed Name)
Bidder/Authorized Representative