

# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# SUPPLY AND DELIVERY OF ADOBE ACROBAT PROFESSIONAL LICENSES FOR TOURISM PROMOTIONS BOARD PHILIPPINES (ITB No. 2025-009)

Government of the Republic of the Philippines

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**Preface** 

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

EXW - Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

# Section I. Invitation to Bid

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

### **INVITATION TO BID (ITB) NO. 2025-009**

# SUPPLY AND DELIVERY OF ADOBE ACROBAT PROFESSIONAL LICENSES FOR TOURISM PROMOTIONS BOARD PHILIPPINES

- 1. The Tourism Promotions Board Philippines (TPBPHL), through the 2025 Approved Corporate Operating Budget, intends to apply the sum of Three Million Four Hundred Thousand Pesos (PHP3,400,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of Adobe Acrobat Professional Licenses for TPBPHL/ITB No. 2025-009. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **TPBPHL** now invites bids for the above Procurement Project. The schedule of delivery of the Goods is provided in **Section VI** (**Schedule of Requirements**). Bidders should have completed, within the last **five** (5) **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 **TPBPHL** through its Bids and Award Committee Secretariat via email: <a href="mailto:bac\_sec@tpb.gov.ph">bac\_sec@tpb.gov.ph</a> and/or <a href="mailto:soc\_torres@tpb.gov.ph">soc\_torres@tpb.gov.ph</a> and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m. Monday to Friday excluding holidays.

BAC Secretariat
Procurement Management Division
6F Five Ecom Center, Harbor Drive, Mall of Asia Complex, Pasay City

5. A complete set of Bidding Documents may be acquired by interested Bidders on February 10 to March 12, 2025 (10:00 a.m.) by sending your request to bac\_sec@tpb.gov.ph and/or soc\_torres@tpb.gov.ph or by downloading through PhilGEPS or TPBPHL website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

The cost of bidding documents shall correspond to the ABC range as indicated in the table below. This shall be the maximum amount of fee that procuring entities can set for the acquisition of bidding documents.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
More than 1 Million up to 5 Million	5,000.00

The payment can be made through the TPBPHL Landbank Account or the TPBPHL cashier. Please email the BAC Secretariat a copy of the bank transmittal slips or the official receipt on or before the deadline for the submission of bids.

Bank Details:

Land Bank of the Philippines
Sheraton Century Park Branch
Harrison Plaza, Adriatico St., Malate Manila
Tourism Promotions Board

Account Number: 1772-1034-13

The Procuring Entity allows the bidder to present its proof of payment for the fees through electronic means.

6. The TPBPHL will hold a Pre-Bid Conference on **February 26, 2025 2:00 P.M** through video conferencing or webcasting via Zoom Virtual Platform which shall be open to prospective bidders.

Interested bidders may obtain the Zoom link of the Pre-Bid Conference from the BAC Secretariat through emails: bac\_sec@tpb.gov.ph and/or soc\_torres@tpb.gov.ph.

7. Bids must be in a **sealed envelope** and shall be duly received by the BAC Secretariat at the office address indicated below, on or before **March 12, 2025 at 10:00 A.M.** Late bids shall not be accepted.

Procurement Management Division
Tourism Promotions Board Philippines
6F Five Ecom Center, Harbor Drive, Mall of Asia Complex, Pasay City

Each prospective bidder shall submit one (1) original and two (2) copies of its Technical and Financial Documents.

The Bids **Main Envelope** shall be labelled as follows:

### TECHNICAL AND FINANCIAL BID

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

**DO NOT OPEN**: <Date and Time for the Opening of Technical Bid>

The **Main Envelope** shall contain **two (2) separate envelopes**, each envelope shall be labeled as follows:

### (1) TECHNICAL ENVELOPE

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: < Date and Time for the Opening of Technical Bid>

### (2) FINANCIAL ENVELOPE

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: < Date and Time for the Opening of Technical Bid>

The **Technical Envelope** shall contain **three** (3) **separate Envelopes** labeled as follows:

### (i) ORIGINAL Technical Envelope

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: < Date and Time for the Opening of Technical Bid>

### (ii) COPY 1 Technical Envelope

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: < Date and Time for the Opening of Technical Bid>

### (iii) COPY 2 Technical Envelope

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: < Date and Time for the Opening of Technical Bid>

The **Technical Envelope** shall contain the following Legal, Technical, and Financial documents, Bidders are encouraged to properly label each section of the Bids using tabs for the following:

- 1. PhilGEPS Platinum Certificate (All pages)
- 2. Statement of Ongoing Gov't and Private Contracts
- 3. Statement of Bidder's Single Largest Completed Contract (SLCC)
- 4. Computation of Net Financial Contracting Capacity (NFCC) or Line of Credit
- 5. Audited Financial Statement (AFS)
- 6. Joint Venture Agreement (JVA)
- 7. Bid Security
- 8. Conformity with Technical Specifications
- 9. Notarized Omnibus Sworn Statement
- 10. Other Documentary Requirements as specified in the Technical Specifications

The **Financial Envelope** shall **contain three (3) separate Envelopes** labeled as follows:

### (i) ORIGINAL Financial Envelope

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

### (ii) COPY 1 Financial Envelope

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: < Date and Time for the Opening of Technical Bid>

### (iii) COPY 2 Financial Envelope

- <BAC Chairperson>
- <Title of the Project/Project Identification No.>
- <Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

The **Financial Envelope** shall contain the following financial documents, Bidders are encouraged to **properly label each section of the Bids using tabs for the following:** 

- 1. Financial Bid
- 2. Price Schedule
- 3. Other Documentary Requirements (if applicable)

The Financial Bid shall be considered incomplete, non-responsive, and automatically disqualified if it does not indicate the bid price in all of the required items in the Bidding Documents, in accordance with Section 32.2.1 (a) of the 2016 revised IRR of RA No. 9184

Please see Diagram/Illustration in the Bidding Document Section III (Bid Data Sheet)

- 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 **March 12, 2025 2:00 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

### BAC Meeting Room Tourism Promotions Board Philippines 6F Five Ecom Center, Harbor Drive, Mall of Asia Complex, Pasay City

- 10. Bidder who's Bid was declared the Single/Lowest Calculated Responsive Bid (S/LCRB) shall submit a third copy of the Technical and Financial Bid, upon the request of the Secretariat.
- 11. The TPBPH 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.

12. For further information, please refer to:

Ms. Janet G. Villafranca/Mr. Socrates G. Torres
BAC Secretariat, **Tourism Promotions Board Philippines**6th Floor Five E com Center Harbor Drive,
MOA Complex Pasay City
Email at bac\_sec@tpb.gov.ph, soc\_torres@tpb.gov.ph

13. You may visit the following website:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.tpb.gov.ph

February 10, 2025

MR. ARNOLD T. GONZALES

Chairperson
Bids and Award Committee

# Section II. Instructions to Bidders

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

### 1. Scope of Bid

The Procuring Entity, Tourism Promotions Board Philippines (TPBPHL), wishes to receive Bids for the Supply and Delivery of Adobe Acrobat Professional Licenses for TPBPHL/ITB No. 2025-009.

The Procurement Project (referred to herein as "Project") is composed of **One** (1) **Lot**, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **FY 2025** in the amount of **Three Million Four Hundred Thousand Pesos (PHP3,400,000.00).**
- 2.2. The source of funding is:

Corporate Operating Budget CY 2025.

### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **February 26**, **2025 2:00 P.M.** through video conferencing or webcasting via Zoom Link which shall be open to prospective bidders.

### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five** (5) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. [Include if Framework Agreement will be used:].

### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: **Philippine Pesos.**

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until, **120 days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

### 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

### 18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: Separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

20.1. [Include if Framework Agreement will be used:]

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

### 21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

# Section III. Bid Data Sheet

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, shall be:  Supply and Delivery of Adobe Acrobat Professional Licenses  Include the following services but not limited to: PDF handling and editing, File type conversion, Sharing and Signing, Security, Basic PDF reader features should remain functional even beyond the subscription period which should at least include the following  Viewing/reading, Add comments, Highlight text, Insert notes, Available in deskton.
	Viewing/reading, Add comments, Highlight text, Insert notes, Available in desktop, mobile, and Web app versions, License management via a web-based admin console, 24/7 technical support throughout the subscription duration (provide warranty certificate)
7.1	Subcontracting is not allowed.
12	The price of the Items/Goods shall be quoted DDP,TPB Office, 6th Floor 5-ECOM Center Harbor Drive,MOA Complex Pasay City or the applicable International Commercial Terms (INCOTERMS) for this project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	Supply and Delivery of Adobe Acrobat Professional Licenses /ITB No. 2025-009.
	ABC: Php3,400,000.00  a. The amount of not less than Php68,000.00 [amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <b>Php170,000.00</b> [amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond
15	Documents comprising the Bid: Eligibility and Technical Components
	The first envelope shall contain the eligibility and technical documents of the Bid as specified in Bidding Document Section VIII (Checklist of Technical and Financial Documents).
	Include/Attached also the following:

- 1) Attach the Certificate of Satisfactory Completion for Single Largest Completed Contract (SLCC) within the **five** (5) **years** from the date of submission and receipt of bids.
- 2) For the statement of all ongoing government and private contract attached any of the following: signed Notice of Award, Notice to Proceed, Contract / Purchase Order or each equivalent.
- 3) Failure to submit the certificate of completion of the project or any proof thereof, including the supporting documents shall be a ground for disqualification of eligibility

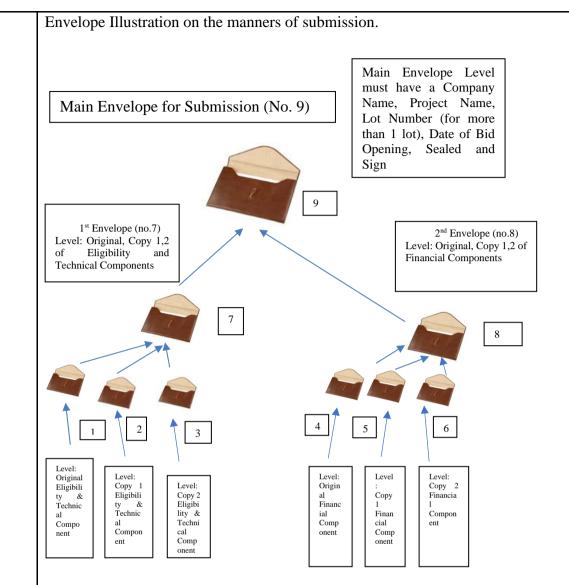
### **Documents comprising the Bid: Financial Component**

The second bid envelope shall contain the **financial documents** for the Bid as specified in **Bidding Document Section VIII** (Checklist of Technical and Financial Documents).

Bidders shall submit their bids through their duly authorized representative using the appropriate forms before the deadline specified in the ITB No. 2025-009 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the eligibility and technical component of the bid, including the eligibility requirements and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lots (more than one 1 lot) procurement.

The Bidder shall prepare and submit an **original of the first and second envelopes**. In addition, the Bidder shall **submit 2 copies of the first and second envelopes**. In the event of any discrepancy between the original and the copies, the original shall prevail.

A complete set of Bid Proposal must/shall be submitted separately per Lot for more than one (1) Lot Bid Proposal



### Legal and Technical Component

- 1) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
- 2) Statement of all its ongoing government and private contract within the last five (5) years including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
- 3) Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within **five (5) years**, contract should be at least fifty percent (50%) of the ABC
- 4) Net Financial Contracting Capacity (NFCC), computation must be at least equal to ABC or a committed Line of Credit from a Universal or Commercial Bank
- 5) Audited Financial Statements, showing, among others, the supplier' total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
- 6) Valid joint Venture Agreement, if applicable
- 7) Bid Security: Notarized Bid Securing Declaration or Cash or Cashier's/ Manager's check, 2% of the ABC or Surety Bond 5% of the ABC
- 8) Conformity with Technical Specifications as enumerated and specified in Section VII of the Bidding Documents (Technical Specifications) duly signed by company representative.
- 9) Notarized Revised Omnibus Sworn Statement

	Additional Technical Components: Technical Documents as specified in the Technical Specifications  Financial Component:			
	<ol> <li>Accomplished Bid Form</li> <li>Accomplished Price Schedule</li> <li>A complete set of Bid must/shall be submitted separately per Lot for more than one (1) Lot Bid.</li> </ol>			
19.3	Supply and Delivery of Adobe Acrobat Professional Licenses for TPBPHL/ITB No. 2025-009.			
20.2	Not Applicable			
21.2	Not Applicable			

# Section IV. General Conditions of Contract

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

### 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).** 

### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. [Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project [[Include if Framework Agreement will be used:] or Framework Agreement] specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

### 5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

### 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

# Section V. Special Conditions of Contract

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# **Special Conditions of Contract**

GCC Clause					
1		Delivery of the Items/Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
2.2	Payr work docu Payr In ca	PAYMENT SCHEDULE  Payment will be on a send-bill arrangement to be settled within thirty (30) working days upon receipt of a billing statement and complete supporting documents subject to usual accounting rules and regulations.  Payments will be made through a Landbank of the Philippines (LPB) deposit. In case the supplier does not have an LBP account, bank charges will be shouldered by the supplier.  Payment (% of Milestone Payment (% of Milestone Activity			
		Milestone	amount)	Activity	
		1	100%	Delivery software licenses  Documentation:  Certificate of completion and acceptance signed by the MIS Department Head	
4			nd tests that will b	e conducted shall be in accordance with	

# 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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
As per indicated in the	Technical Specifications			

# Section VII. Technical Specifications

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# **Technical Specifications**

# **INVITATION TO BID (ITB) NO. 2025-009**

# SUPPLY AND DELIVERY OF ADOBE ACROBAT PROFESSIONAL LICENSES FOR TOURISM PROMOTIONS BOARD PHILIPPINES

[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.

Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Item	Specification		Statement of		
			Compliance		
	3. SCOPE OF V				
	DELIVERABLES				
1	Provision of One Hundred and Forty (140) Adobe Acrobat Pro				
	Enterprise Licenses for the Tourism Promotions Board valid for				
	twelve (12) m	nonths			
2	REQUIRED				
	3.1 PDF handling and editing				
	<b>3.1.1</b> A				
	n				
	3.1.2	Recognize and make the scanned text searchable			
		through OCR			
	3.1.3	Merge multiple PDF files into one PDF file			
	3.1.4	Split a PDF file into multiple PDF files			
	3.1.5	Remove pages from a PDF file			

	T		T	
	3.1.6	Rotate or change the page orientation to portrait or		
		landscape		
	3.1.7	Rearrange the order of pages		
	3.1.8	Extract pages then save them as another PDF file		
	3.1.9	Insert pages into a PDF file		
	3.1.10	Crop or trim the outer edges of page content		
		Compare to PDF files to spot differences		
	0,1,11	compare to 121 mas to spot differences		
3	3.2 File ty	ype conversion		
	3.2.1	Convert Word, Excel, and PowerPoint files to		
	0,2,1	PDF		
	3.2.2	Convert PDF to Word, Excel, or PowerPoint		
		Convert JPG, PNG, and GIF to PDF		
		Convert PDF to JPG, PNG, or GIF		
	3.2.5	Convert HTML web pages to PDF		
	3.2.6	Convert files into a PDF using the Print dialog box		
4	3.3 Sharing	g and Signing		
	3.3.1	Attach signature right in the app interface		
	3.3.2	Request signatures right in the app interface		
	3.3.3	Collect feedback from multiple people in one file		
	3.3.4	Send a file to others for commenting or viewing		
5	3.4 Secur	ity		
	3.4.1	Redact contents in a PDF file		
	3.4.2	Prevent copying, editing, or printing of PDF		
		content		
	3.4.3	Password-protect a PDF file		
6	3.5 Basic P	DF reader features should remain functional		
	even beyond the subscription period which should at			
	least include the following			
	3.5.1	Viewing/reading		
	3.5.2	Add comments		
	3.5.3	Highlight text		
	3.5.4	Insert notes		
	3,3,4			
7	<b>3.6</b> Available i	n desktop, mobile, and Web app versions		
8	3.7 License ma	anagement via a web-based admin console		
9	<b>3.8</b> 24/7 techr	nical support throughout the subscription		
	duration (provide warranty certificate)			
10				
10	4. KEQUIKEI	D BIDDER QUALIFICATIONS		
	4.1 Must be a	an IT company operating for at least five (5) years.		
	4.2 Must be an authorized reseller of the brand/product being proposed and <b>submit a</b>			
	_	ate as a reseller.		
	cerume	are as a resener.		

1.4		FC502CF7141E5F07E41A  5. PROJECT IMPLEMENTATION SCHEDULE						
.4	5. PROJECT IN	APLEMENTA	ATION SCHEDULE					
			re 12 April 2025 or within seven Notice to Proceed, whichever con					
5	6. APPROVED	BUDGET FO	OR THE CONTRACT					
		RED THOUS	ne Contract is <b>THREE MILLI</b> ON <b>SAND PESOS</b> ( <b>PHP3,400,000.0</b> s and taxes.					
6	7. PAYMENT S	CHEDULE						
	Payment will be on a send-bill arrangement to be settled within thirty (30) working days upon receipt of a billing statement and complete supporting documents subject to usual accounting rules and regulations.							
	Payments will be made through a Landbank of the Philippines (LPB) deposit. In case the supplier does not have an LBP account, bank charges will be shouldered by the supplier.							
	Milestone	Milestone Payment (% of the contract amount)  Activity						
	1	100%	Delivery software licenses  Documentation:  Certificate of completion and acceptance signed by the MIS  Department Head					
7	8. CONTRACT	DURATION						
	The effectivity of the Contract shall commence from the date of receipt of the Notice to Proceed until the completion of the software subscription and services.							
reby	certify to comply an	d deliver all o	of the above requirements.					

4.3 The Adobe Acrobat Pro Licenses must be loaded within

# Section VIII. Checklist of Technical and Financial Documents

## **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

# Class "A" Documents

Legal Do	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	<u>Or</u>
(b)	Registration certificate from Securities and Exchange Commission (SEC),
	Department of Trade and Industry (DTI) for sole proprietorship, or
	Cooperative Development Authority (CDA) for cooperatives or its equivalent
	document,
	<u>And</u>
(c)	Mayor's or Business permit issued by the city or municipality where the
	principal place of business of the prospective bidder is located, or the
	equivalent document for Exclusive Economic Zones or Areas;
	And
(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved
	by the Bureau of Internal Revenue (BIR).
	<u>l Documents</u>
$\Box$ (f)	Statement of the prospective bidder of all its ongoing government and private
	contracts, including contracts awarded but not yet started, if any, whether
	similar or not similar in nature and complexity to the contract to be bid; <b>and</b>
$\bigcup$ (g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar
	to the contract to be bid, except under conditions provided for in Sections
	23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the
	relevant period as provided in the Bidding Documents; and
(h)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a
	certification issued by the Insurance Commission;
	or o
	Original copy of Notarized Bid Securing Declaration; and
(i)	Conformity with the Technical Specifications, which may include
	production/delivery schedule, manpower requirements, and/or after-
	sales/parts, if applicable; and
(j)	Original duly signed Omnibus Sworn Statement (OSS);

**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financia	Documents
(k)	The Supplier's audited financial statements, showing, among others, the
	Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding
	calendar year which should not be earlier than two (2) years from the date of
	bid submission; and
(l)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	<u>or</u>
	A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" Documents
(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
	or
	duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
Other do	cumentary requirements under RA No. 9184 (as applicable)
(n)	[For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos] Certification from the relevant government
	office of their country stating that Filipinos are allowed to participate in
(o)	government procurement activities for the same item or product.  Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.
FINANC	TAL COMPONENT ENVELOPE
	Original of duly signed and accomplished Financial Bid Form; and
(b)	Original of duly signed and accomplished Price Schedule(s).



#### **TECHNICAL SPECIFICATIONS**

Supply and Delivery of Adobe Acrobat Professional Licenses for TPB

#### 1. BACKGROUND

The Tourism Promotions Board is the marketing arm of the Department of Tourism tasked with promoting the Philippines as the preferred destination for sustainable, uniquely diverse, and experiential travel. Documentary transactions using PDFs have always been part of TPB's daily operations.

The use of web-based free versions to do advanced PDF handling operations such as merging, splitting, and organizing documents has been one of the concerns given that these services may or may not have data privacy and confidentiality terms. Using this free service requires the user to upload PDF documents which could contain sensitive company data and information and may then be accessible to unwanted parties.

To prevent this potential cybersecurity breach, the TPB procured the latest version of Adobe Acrobat Pro and started its deployment during the 1<sup>st</sup> quarter of 2023.

This procurement activity is therefore being undertaken to purchase Adobe Acrobat Pro and cover all TPB end-users that handles PDF documents with uninterrupted access to advanced PDF solutions software.

#### 2. OBJECTIVES

- 2.1. To improve cybersecurity by eliminating the use of end-of-life software and 3<sup>rd</sup>-party online-services to do advanced PDF handling operations.
- 2.2. To equip end-users with robust PDF handling software capable of advanced functions.

#### 3. SCOPE OF WORK/SERVICES/DELIVERABLES

#### **DELIVERABLES**

Provision of One Hundred and Forty (140) Adobe Acrobat Pro Enterprise Licenses for the Tourism Promotions Board valid for twelve (12) months

#### **REQUIRED FEATURES AND FUNCTIONALITIES**

#### 3.1. PDF handling and editing

- 3.1.1. Add annotations such as comments, highlights, and notes
- 3.1.2. Recognize and make the scanned text searchable through OCR
- 3.1.3. Merge multiple PDF files into one PDF file
- 3.1.4. Split a PDF file into multiple PDF files
- 3.1.5. Remove pages from a PDF file
- 3.1.6. Rotate or change the page orientation to portrait or landscape
- 3.1.7. Rearrange the order of pages
- 3.1.8. Extract pages then save them as another PDF file
- 3.1.9. Insert pages into a PDF file
- 3.1.10. Crop or trim the outer edges of page content

#### 3.1.11. Compare to PDF files to spot differences

#### 3.2. File type conversion

- 3.2.1. Convert Word, Excel, and PowerPoint files to PDF
- 3.2.2. Convert PDF to Word, Excel, or PowerPoint
- 3.2.3. Convert JPG, PNG, and GIF to PDF
- 3.2.4. Convert PDF to JPG, PNG, or GIF
- 3.2.5. Convert HTML web pages to PDF
- 3.2.6. Convert files into a PDF using the Print dialog box

#### 3.3. Sharing and Signing

- 3.3.1. Attach signature right in the app interface
- 3.3.2. Request signatures right in the app interface
- 3.3.3. Collect feedback from multiple people in one file
- 3.3.4. Send a file to others for commenting or viewing

#### 3.4. **Security**

- 3.4.1. Redact contents in a PDF file
- 3.4.2. Prevent copying, editing, or printing of PDF content
- 3.4.3. Password-protect a PDF file
- 3.5. Basic PDF reader features should remain functional even beyond the subscription period which should at least include the following
  - 3.5.1. Viewing/reading
  - 3.5.2. Add comments
  - 3.5.3. Highlight text
  - 3.5.4. Insert notes
- 3.6. Available in desktop, mobile, and Web app versions
- 3.7. License management via a web-based admin console
- 3.8. 24/7 technical support throughout the subscription duration (provide warranty certificate)

#### 4. REQUIRED BIDDER QUALIFICATIONS

- 4.1. Must be an IT company operating for at least five (5) years.
- 4.2. Must be an authorized reseller of the brand/product being proposed and submit a certificate as a reseller.
- 4.3. The Adobe Acrobat Pro Licenses must be loaded within TPB's Adobe VIP Account with number: **FC502CF7141E5F07E41A**

#### 5. PROJECT IMPLEMENTATION SCHEDULE

Must be delivered on or before 12 April 2025 or within seven (7) calendar days upon receipt of Notice to Proceed, whichever comes first.

#### 6. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **THREE MILLION FOUR HUNDRED THOUSAND PESOS** (PHP3,400,000.00), inclusive of all applicable fees and taxes.

#### 7. PAYMENT SCHEDULE

Payment will be on a send-bill arrangement to be settled within thirty (30) working days upon receipt of a billing statement and complete supporting documents subject to usual accounting rules and regulations.

Payments will be made through a Landbank of the Philippines (LPB) deposit. In case the supplier does not have an LBP account, bank charges will be shouldered by the supplier.

Milestone	Payment (% of the contract amount)	Activity
1	100%	Delivery software licenses  Documentation:  Certificate of completion and acceptance signed by the MIS Department Head

#### 8. CONTRACT DURATION

The effectivity of the Contract shall commence from the date of receipt of the Notice to Proceed until the completion of the software subscription and services.

#### 9. PROJECT OFFICERS CONTACT INFORMATION

	Primary	Alternate
Name	Jose Teodoro Delos Reyes	Ian Carlo Santos
Email Address	jt_delosreyes@tpbp.gov.ph	lan_santos@tpb.gov.ph
Phone/Viber#	+639760409961	+639167963111

# **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM
Date : Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
<ul> <li>a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>
<ul> <li>to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

# Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

# For Goods Offered from Within the Philippines

Name of Bidder Project ID No						_ Page _	of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)
Name:									
Lega	Legal Capacity:								
Sign	Signature:								

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

### **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF	) S.S.
0111 01	_/ 0.0.

# BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	S)
CITY/MUNICIPALITY OF	) S.S

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract:
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

	<b>WHEREOF</b> , I _, Philippines.	have	hereunto	set	my	hand	this	 day	of	,	20	at

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

#### [Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Project : SUPPLY AN INVITATIO Location of the Proj Single Largest Con	ring Entity: Tourism Promotions Bo ND DELIVERY OF ADOBE ACROBAT F ON TO BID (ITB) NO. 2025-009 fect: Metro Manila mpleted Contract (SLCC) similar t I receipt of the bid, contract sho	PROFESSIONAL LICE	be bid within the fifty percent (50%	last five	(5) years from the date	
Business / tuul ess					<b>.</b>	
Name of Contract	<ul><li>a. Owner's Name</li><li>b. Owner's Name Address</li><li>c. Telephone Nos.</li></ul>	Nature of Work	Bidder's R	ole %	a. Amount of Award b. Amount at Completion c. Duration	<ul><li>a. Date Awarded</li><li>b. Contract Effectivity</li><li>c. Date Completed</li></ul>
Government						
Private						
Tivace						
Note: This Statemer	nt shall be supported with					
1. Contract	it shall be supported with					
	tisfactory Completion					
Submitted by:						
233.111000 27.						
Name of Representa	ative of Bidder:					
Position	:		_			
Date	<u>:</u>		_			

#### Name of the Procuring Entity: Tourism Promotions Board Philippines

Project : SUPPLY AND DELIVERY OF ADOBE ACROBAT PROFESSIONAL LICENSES FOR TOURISM PROMOTIONS BOARD PHILIPPINES INVITATION TO BID (ITB) NO. 2025-009

List of all Ongoing	Governmer	nt & Private Contracts with	iin the last 5 years from	n the date of submission	and receipt of the bid in	ncluding contract	
awarded but not y	et started, o	contracts awarded but not	yet started, if any, wea	ther similar or not simila	ar in nature and complex	kity to the contract t	o be bid
Business Name	:						
Business Address	:						
				Bidder's Role		% of	Value o
		<ul> <li>a. Owner's Name</li> </ul>			<ul> <li>a. Date Awarded</li> </ul>	Accomplishment	Outstand

	a. Owner's Name		Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding
Name of Contract/ Project Cost	b. Address c. Telephone Nos.	Nature of Work	Description				Actual	Works / Undelivered Portion
Government								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

- 1. Notice of Award and/or Contract
- 2. Notice to Proceed

Submitted b	y:	
Designation	:	(Printed Name & Signature)
_		
Date	:	



