



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2021-37**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Public Bidding for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," with an Approved Budget for the Contract of P1,400,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the CY 2021 Annual Procurement Plan;

**WHEREAS**, on April 27, 2021, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, three (3) prospective bidders, namely: (i) Pronet System Integrated Network Solutions, Inc.; (ii) Columbia Technologies, Inc. (Columbia); and (iii) Tiger Consulting, responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on May 4, 2021;

**WHEREAS**, during the submission and opening of bids on May 18, 2021, only one (1) bidder, Columbia, submitted a bid;

**WHEREAS**, after preliminary examination of the bid, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submission of Columbia as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial component of the bid, the DBM-BAC declared the submission of Columbia as the Single Calculated Bid in the amount of P1,173,000.00;

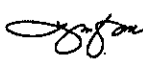
**WHEREAS**, after verification, validation, and ascertainment of all statements made and documents submitted by Columbia, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of Columbia passed all the criteria for post-qualification.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it is hereby **RESOLVED**, the following:

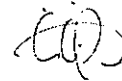
1. To declare the bid of Columbia Technologies, Inc. for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," in the amount of P1,173,000.00 as the Single Calculated and Responsive Bid, in accordance with Section 34.4 in relation to Section 36 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184; and

2. To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Columbia Technologies, Inc. in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 25<sup>th</sup> day of May 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

 Digitally signed  
by Luis S.  
Indefonso

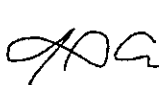
**LUIS S. INDEFONSO**  
*End-user Representative*



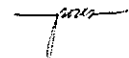
**VIRGILIO A. UMPACAN JR.**  
*B.U.D.G.E.T. Representative*

not present

**DANTE B. DE CHAVEZ**  
*Member*

 Digitally  
signed by  
Ryan S. Lita

**RYAN S. LITA**  
*Member*



Digitally signed by  
Rowel D. Escalante

**ROWEL D. ESCALANTE**  
*Member*

 Digitally signed by  
Andrea Celene M.  
Magtalas

**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

 Digitally signed  
by Janet B. Abuel

**JANET B. ABUEL**  
*Chairperson*

☒ Approved

☐ Disapproved

  
**WENDEL E. AVISADO**  
*Secretary*

Date: \_\_\_\_\_



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**JUN 02 2021**

**NOTICE OF AWARD**

**MR. ACE A. MORISKA**

Columbia Technologies, Inc.  
1136-1146 J. Nakpil St.  
Malate II, Manila

Dear **Mr. Moriska:**

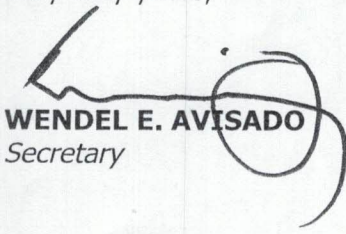
We are pleased to inform you that the contract for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," is hereby awarded to Columbia Technologies, Inc. in the amount of P1,173,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

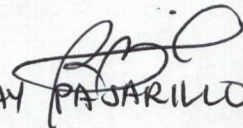
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



  
R-JAY PASARILLO  
6-3-2021



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

JUN 16 2021

**MR. ACE A. MORISKA**

Columbia Technologies, Inc.  
1136-1146 J. Nakpil St.  
Malate II, Manila

Dear **Mr. Moriska:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

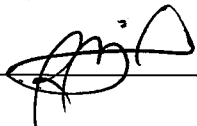
  
**WENDEL E. AVISADO**  
Secretary



JUN 18 2021

I acknowledge receipt and acceptance of this Notice on \_\_\_\_\_.

Name of Authorized Representative: R-JAY PASARILLO

Signature:  \_\_\_\_\_



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

JUN 16 2021

**MR. ACE A. MORISKA**

Columbia Technologies, Inc.  
1136-1146 J. Nakpil St.  
Malate II, Manila

Dear **Mr. Moriska:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

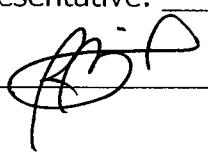
Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on JUN 18 2021.

Name of Authorized Representative: R-JAY PAJARILLO

Signature: 

**CONTRACT No. 2021-21**  
**RENEWAL OF LICENSES FOR THE SUBSCRIPTION OF ADOBE**  
**CLOUD-BASED MULTIMEDIA EDITING TOOL**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**COLUMBIA TECHNOLOGIES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 1136-1146 J. Nakpil St., Malate II, Manila, represented by its **AUTHORIZED REPRESENTATIVE, ACE A. MORISKA**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of One Million One Hundred Seventy-Three Thousand Pesos (P1,173,000.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last JUNE 3, 2021, and the Supplier posted its performance security in the form of a Irrevocable Domestic Standby Letter of Credit on JUNE 10, 2021, in the amount of Fifty Eight Thousand Six Hundred Fifty (P 58,650.00);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award
	G	-	Performance Security



3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

by:

  
**WENDEL E. AVISADO**  
*Secretary*



by:

  
**ACE A. MORISKA**  
*Authorized Representative*

SIGNED IN THE PRESENCE OF

  
**ANDREA CELENE M. MAGTALAS**  
*Director IV*  
Information and Communications Technology  
Systems Service

  
R-Jay M. Pajarillo

## ACKNOWLEDGMENT

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

**BEFORE ME**, a Notary Public for and in the City of **MANILA**, Philippines on this **JUN 17 2021** day of \_\_\_\_\_, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	

<b>ACE A. MORISKA</b>	UNIFIED ID# 0111-4657265-3
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known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of **JUN 17 2021**, 2021.

Doc. No. 47;  
Page No. 10;  
Book No. LVI;  
Series of 2021.

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777  
My Commission issued on Jan. 4, 2021 until Dec. 31, 2021 Manila  
My Commission No. 014593 issued on Feb. 2, 2018  
My Commission No. 2020-121 issued on Jan. 31, 2020 until Dec. 31, 2021 Manila  
My Commission No. 005190 issued on Feb. 20, 2013 at Pasig City Valid until April 14, 2022  
Office Address: G/F VIACA Building, 350 Antonio Villegas Street, Ermita, Manila

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**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : May 18, 2021

Project Identification No. : **DBM-2021-31**

To: DEPARTMENT OF BUDGET AND MANAGEMENT  
DBM Bldg. III, General Solano St. San Miguel, Manila

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 **Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool** in conformity with the said PBDs for the sum of **One Million One Hundred Seventy Three Thousand Four Hundred Pesos Only** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to those which are itemized herein.

Particulars	Units (a)	Unit Cost (b)	Total Price (inclusive of VAT) (c)=(a*b)
Subscription of Adobe Cloud - Based Multimedia Editing Tool	20 licenses	₱ 58,650.00	₱ 1,173,400.00

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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.



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.

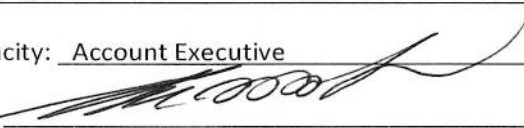
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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, shall be a ground for the rejection of our bid.

Name: Ace Morisla

Legal Capacity: Account Executive

Signature: 

Duly authorized to sign the Bid for and behalf of: Columbia Technologies, Inc.

Date: May 18, 2021



## ***Section VI. Schedule of Requirements***

The delivery schedule stipulates hereafter the date of delivery to the project site.

<b>Item</b>	<b>Description</b>	<b>Schedule</b>
1	Subscription of Adobe Cloud-Based Multimedia Editing Tool for twenty (20) users of Adobe Creative Cloud	The subscription period shall be from September 15, 2021 to September 14, 2022.

- \* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

Columbia Technologies, Inc.

  
Ace Moriska

5/18/2021

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date



## ***Section VII. Technical Specifications***

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

<b>Specifications</b>	<b>Bidder's Statement of Compliance</b>
<b>I. Objective</b> <i>(see attached Annex A, item II)</i>	Comply
<b>II. Duration of the Contract</b> <i>(see attached Annex A, item III)</i>	Comply
<b>III. Specifications</b> <i>(see attached Annex A, item IV)</i>	Comply
<b>IV. Scope of Work and Services</b> <i>(see attached Annex A, item V)</i>	Comply
<b>V. Service Level Agreement</b> <i>(see attached Annex A, item VI)</i>	Comply
<b>VI. Warranties of the Contractor</b> <i>(see attached Annex A, item VII)</i>	Comply
<b>VII. Confidentiality of Data</b> <i>(see attached Annex A, item VIII)</i>	Comply
<b>VIII. Terms of Payment</b> <i>(see attached Annex A, item IX)</i>	Comply
<b>IX. Pre-Termination of Contract</b> <i>(see attached Annex A, item X)</i>	Comply

**I hereby certify to comply with all the above Technical Specifications.**

**Columbia Technologies, Inc.**

  
**Ace Moriska**

**5/18/2021**

Name of Company/Bidder

Signature Over Printed Name of Representative

Date



## DETAILED TECHNICAL SPECIFICATIONS

## I. PROJECT TITLE

Renewal of Licenses for the Subscription of Adobe Cloud-based Multimedia Editing Tool

## II. OBJECTIVE

To continue the usage of Adobe Cloud-based Multimedia Editing Tool for Photography, Design & Layout, Video and Motion, Illustration, and Social Media.

## III. DURATION OF THE CONTRACT

The contract for the Renewal of Licenses for the Subscription of Adobe Cloud-based Multimedia Editing Tool shall be from **September 15, 2021** to **September 14, 2022**.

## IV. SPECIFICATIONS

4.1 The CONTRACTOR shall provide licenses and support services the Adobe Cloud-based Multimedia Editing Tool for the following features and functionality:

## 4.1.1 Desktop Application

- 4.1.1.1 Can edit and composite images, use 3D tools, edit video and perform advanced image analysis.
- 4.1.1.2 Can organize, edit and batch process all digital photos
- 4.1.1.3 Can create vector-based graphics and illustrations for print, web, video and mobile.
- 4.1.1.4 Can design professional layouts for print and digital publishing.
- 4.1.1.5 Can easily create high-quality, photorealistic 3D images.
- 4.1.1.6 Can create, protect, sign, collaborate on and print PDF documents and forms.
- 4.1.1.7 Can enable writers and designers to work simultaneously on the same document.
- 4.1.1.8 Can browse, organized and search your photos and design files in one central place.
- 4.1.1.9 Can edit video with high-performance, industry-leading editing tools.
- 4.1.1.10 Can create cinematic motion graphics and visual effects.
- 4.1.1.11 Can record, mix and restore audio for broadcast, video and film.
- 4.1.1.12 Can create, edit, and share online videos anywhere.
- 4.1.1.13 Can quickly output video files for virtually any screen.
- 4.1.1.14 Can streamline the import and logging of video from any video format.
- 4.1.1.15 Can visually design and develop modern, responsive websites.
- 4.1.1.16 Can design interactive animations with cutting-edge drawing tools for multiple platforms.
- 4.1.1.17 Can design, prototype, and share engaging user experiences for websites, mobile apps and etc.
- 4.1.1.18 Can create branded social media graphics, web pages and animated video stories in minutes.
- 4.1.1.19 Can build applications for Android, IOS, Windows and MAC OS using a single development environment.



#### 4.1.2 Mobile Application

- 4.1.2.1 Can capture inspiration around you and transform it into production ready assets that you can bring into your creative process across desktop and mobile devices.
- 4.1.2.2 Can bring the power of digital imaging apps to mobile devices.
- 4.1.2.3 Can create layouts and draw expressively on mobile devices and preview mobile designs on iOS devices.
- 4.1.2.4 Can craft visual stories and animated videos on mobile.

#### 4.1.3 Business features

- 4.1.3.1 Can manage and track all applications from the web-based Admin Console.
- 4.1.3.2 Can centrally deploy applications and updates across organization.
- 4.1.3.3 Can provide webinar that gives deployment process.
- 4.1.3.4 Can provide 100 GB cloud storage for file sharing and collaboration
- 4.1.3.5 Can provide exclusive access to Adobe Expert Services with two 1:1 sessions per year for creative users and advanced 24x7 tech support for IT.

#### 4.1.4 Core Services

- 4.1.4.1 Can save, browse and share assets from libraries inside the apps.
- 4.1.4.2 Can store, manage and share files with colleagues and clients even without the memberships.
- 4.1.4.3 Can access vector graphics, icons, patterns and other design assets for use.
- 4.1.4.4 Can find the perfect font for the designs
- 4.1.4.5 Can showcase and discover creative work, and connect with the creative community

### V. SCOPE OF WORK AND SERVICES

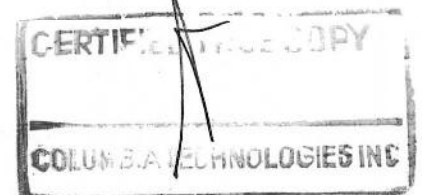
- 5.1 The CONTRACTOR shall provide licenses and support services for twenty (20) users of Adobe Cloud-based Multimedia Editing Tool which shall be from September 15, 2021 to September 14, 2022.

A Certificate of Acceptance shall be issued by the Director of Information and Communications Technology Systems Service (ICTSS) once all the requirements are fully met by the CONTRACTOR.

### VI. SERVICE LEVEL AGREEMENT

- 6.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidated Damages
6.1.1 Renewal	The CONTRACTOR shall provide the licenses and support services for twenty (20) users of Adobe Creative Cloud which shall be from September 15, 2021 to September 14, 2022.	One percent (1%) of the total contract price shall be imposed per day of delay.



## **VII. WARRANTIES OF THE CONTRACTOR**

- 7.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this technical specifications.
- 7.2 The CONTRACTOR warrants the reliability of the services and their manpower complement. The CONTRACTOR further warrants that the technical staff assigned are qualified to provide the service required to the satisfaction of the DBM.
- 7.3 The CONTRACTOR shall coordinate with the authorized and/or designated DBM ICTSS personnel in the performance of their jobs.
- 7.4 The CONTRACTOR shall be liable for loss, damage or injury cause directly or indirectly by the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be fully released from any liability arising therefrom.
- 7.5 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest to the contract being bidden out.

The subscription period shall be from **September 15, 2021 to September 14, 2022.**

## **VIII. CONFIDENTIALITY OF DATA**

- 8.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 The DBM Enterprise Network System, its component, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are confidential.
- 8.3 The CONTRACTOR agrees to hold all the foregoing information in strict confidence. The CONTRACTOR further agrees not to reproduce or disclose any confidential information to 3rd parties without the prior written approval of the DBM.

## **IX. TERMS OF PAYMENT**

- 9.1 The CONTRACTOR shall be paid one-time payment for the Renewal of Licenses for the Subscription of Adobe Cloud-based Multimedia Editing Tool upon completion of project implementation as specified in section 5 of the TOR and from the submission of the documentary requirements such as, but not limited to the following:
  - 9.1.1 Statement of Account/ Billing Invoice/ Sales Invoice
  - 9.1.2 Certificate of Acceptance issued by the ICTSS Director
  - 9.1.3 Non-Disclosure Agreement

No advance payment shall be made as provided for in Section 88 of Presidential Decree (PD) No. 1445 (Government Auditing Code of the Philippines).

## **X. PRE-TERMINATION OF CONTRACT**

The contract for the Renewal of Licenses for the Subscription of Adobe Cloud-based Multimedia Editing Tool may be pre-terminated by the DBM for any violation of the terms thereof. In case of pre-termination, the CONTRACTOR shall be notified by the DBM thirty (30) days prior to actual pre-termination.



## ***Section IV. General 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 2016 Revised 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**.

## **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.

## **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 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**

- 5.1 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.
- 5.2 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***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></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 Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Andrea Celene M. Magtalas, Information and Communications Technology Systems Service.</p> <p><b>Incidental Services</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>d. performance or supervision or maintenance and/or repair 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.</li> </ol> <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>

**Packaging**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination  
Gross weight  
Any special lifting instructions  
Any special handling instructions  
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights</b></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	<p>Payment schedule shall be in accordance with item IX of Annex “A” Detailed Technical Specifications.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ol style="list-style-type: none"> <li>Renewed Mayor’s/Business Permit in lieu of the submitted expired permit;</li> <li>Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, in lieu of the unnotarized PSD.</li> </ol>
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder’s faithful performance of obligations under the contract, subject to the following:</p> <ol style="list-style-type: none"> <li>Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for</li> </ol>

	<p>one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</p> <p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**JUN 02 2021**

**NOTICE OF AWARD**

**MR. ACE A. MORISKA**

Columbia Technologies, Inc.  
1136-1146 J. Nakpil St.  
Malate II, Manila

Dear **Mr. Moriska:**

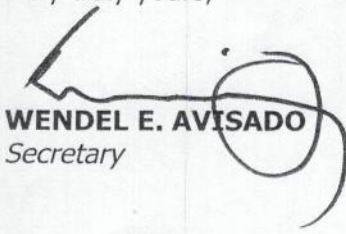
We are pleased to inform you that the contract for the Project, "Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool," is hereby awarded to Columbia Technologies, Inc. in the amount of P1,173,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

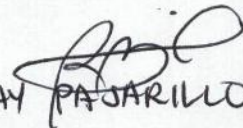
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



  
R-JAY PAJARILLO  
6-3-2021



**IRREVOCABLE DOMESTIC STANDBY LETTER OF CREDIT NO. ILC0510210000138**

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**

General Solano Street  
San Miguel, Manila, Philippines

Date: June 9, 2021

WHEREAS, **COLUMBIA TECHNOLOGIES, INC.** with principal offices located at 1136-1146 J. Nakpil St., Malate, Manila, Philippines (hereinafter called the "Contractor"), has undertaken for the Renewal of Licenses for the Subscription of Adobe Cloud-Based Multimedia Editing Tool.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Irrevocable Domestic Standby Letter of Credit by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

AND WHEREAS, we have agreed to give the Contractor an Irrevocable Domestic Standby Letter of Credit;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **PHILIPPINE PESO : FIFTY EIGHT THOUSAND SIX HUNDRED FIFTY ONLY (PHP 58,650.00)**, proportions of currencies in which the Contract Price is payable, and we undertake to pay you, **upon you first notarized written demand and without cavil or argument, any sum or sums within the limits of PHP 58,650.00**, as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein accompanied by your (1) drafts drawn at sight on us, marked "Drawn under Irrevocable Standby Letter of Credit No. **ILC0510210000138**,"; (2) original Irrevocable Domestic Standby Letter of Credit; and (3) any and all amendments(s) thereto.

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Original

RCBC Form No. 12306



We hereby further affirm that this Standby Letter of Credit is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

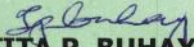
We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Irrevocable Domestic Standby Letter of Credit shall be valid until **October 7, 2021** or a minimum of one (1) year, whichever comes earlier and we commit to pay any demand in respect to the Irrevocable Domestic Standby Letter of Credit following the foregoing requirements if presented to our Head Office counters at the 12<sup>th</sup> Floor, Yuchengco Tower 1, RCBC Plaza, 6819 Ayala Avenue, Makati City, Philippines not later than the expiry date of this Irrevocable Domestic Standby Letter of Credit.

This Irrevocable Domestic Standby Letter Of Credit is subject to the International Standby Practices 1998 ("ISP 98"), International Chamber of Commerce Publication 590, and in a suppletory character, by the laws of the Republic of the Philippines.

This Irrevocable Domestic Standby Letter Of Credit is also subject to confirmation and authentication by the RCBC Trade Services Department.

**AUTHORIZED SIGNATURES**

  
**TITA P. BUHAY**  
**FO-TRADE SERVICES DEPT.**

  
**CHRISTIAN O. RAMONES**  
**AM- TRADE SERVICES DEPT.**