



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

NOTICE OF AWARD

MS. THERESE M. DABAO

Assistant Manager
CD Technologies Asia, Inc.
66 A and B San Rafael St.
Brgy. Kapitolyo, Pasig City

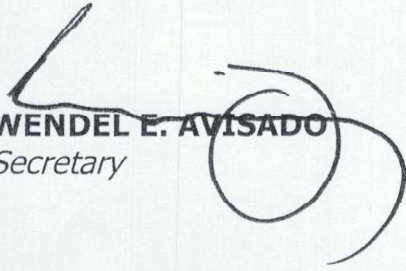
Dear **Ms. Dabao:**


We are pleased to inform you that the contract for the Project, "Online Subscription to Various Legal Reference Materials," is hereby awarded to CD Technologies Asia, Inc. in the amount of P112,280.00.

In this regard, you are hereby required to post a warranty security in the said amount and the form stated in Section 62 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act) upon acceptance by the Procuring Entity of the delivered goods.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary


Benny Cruz
6-28-21



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

PURCHASE ORDER NO. 2021-035

| | | |
|-----------|--|---|
| Supplier: | CD Technologies Asia, Inc. | Mode of Procurement: Direct Contracting |
| Address: | 66 A and B San Rafael St. Brgy. Kapitolyo, Pasig City | |
| TIN: | 003-872-096-000 | |

Gentlemen:
 Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation/Proposal, subject to the Terms and Conditions enumerated at the back hereof:

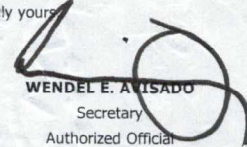
| | |
|---|--|
| Place of Delivery: DBM Central Office | Payment Term: Payment shall be made promptly, but in no case later than sixty (60) days, through Land Bank's LDDAP-ADA/Bank Transfer facility after submission of billing statement/invoice and upon fulfillment of other obligations as stipulated in the PO/contract as well as upon inspection and acceptance of the goods by the end user. |
| Delivery Term: Please see attached "Annex A" : Technical Specifications | |

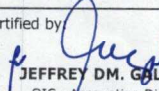
| Stock No. | Unit | Item and Description /Specification | Quantity | Unit Cost | AMOUNT |
|---|---------|---|----------|------------|------------|
| Online Subscription to Various Legal Reference Materials | | | | | |
| | lot | Law Encyclopedia 2020 Bulletins | 1 | P10,080.00 | P10,080.00 |
| | lot | Taxation 2020 Bulletins | 1 | P6,440.00 | P6,440.00 |
| | lot | Jurisprudence 2020 Bulletins | 1 | P7,840.00 | P7,840.00 |
| | lot | Department of Justice 2020 Bulletins | 1 | P3,136.00 | P3,136.00 |
| | lot | Local Autonomy & Local Government 2020 Bulletins | 1 | P4,032.00 | P4,032.00 |
| | lot | Securities & Exchange Commission 2020 Bulletins | 1 | P5,376.00 | P5,376.00 |
| | license | Law Encyclopedia Bulletins Network License | 2 | P1,512.00 | P3,024.00 |
| | license | Jurisprudence Bulletins Network License | 3 | P1,120.00 | P3,360.00 |
| | license | DOJ Bulletins Network License | 1 | P784.00 | P784.00 |
| | license | LALG Bulletins Network License | 2 | P784.00 | P1,568.00 |
| | Sub | Online Subscription to Laws, Jurisprudence, Taxation and DOJ (12 mos) | 5 | P13,328.00 | P66,640.00 |
| (in accordance with the attached Annex A: Technical Specifications) | | | | | |
| * nothing follows * | | | | | |

(Total Amount In Words)
One Hundred Twelve Thousand Two Hundred Eighty Pesos **P112,280.00**

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

Conforme: 
 Signature over Printed Name of Supplier
 Date: 6-25-21

Very truly yours,

WENDEL E. ALISADO
 Secretary
 Authorized Official
 (Representing End User)

| | | |
|---|-------------------------------|--|
| Funds Availability Certified by  JEFFREY D.M. GALARPE OIC - Accounting Division | OS No : Amount : Date : | <u>02-10101-2021-06-001597</u> <u>P 112,280.00</u> <u>June 8, 2021</u> |
|---|-------------------------------|--|

Distribution of Copies:
 // Original copy for the Supplier's Conforme
 // Agency's Central Supply and Property Section for file
 // AS-PMD File
 // COA Auditor

TERMS AND CONDITIONS
(PURCHASE ORDER)

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.

2. AWARDEE shall be responsible for the source(s) of his supplies materials equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.

3. The Goods shall only be delivered by the Supplier at the Property Section, General Services Division of the Procuring entity's Administrative Service located at Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila, not later than 10:00 am up to 3:00 pm on the date of delivery as indicated in PO.

Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.

4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum period of fifteen (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.

5. The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorize 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 results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

6. Rejected deliveries shall be construed as non-delivery of product(s) /item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.

7. Supplier shall guarantee the deliveries to be free from defects. Any defective item(s)/product(s) that may be discovered by the DBM within seven (7) working days after acceptance of the same shall be replaced by the supplier within seven (7) working days or until stocks are available upon receipt of a written notice. Beyond the said time frame, defective units will be picked up by the supplier for assessment.

8. A penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for everyday of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidated damages, upon non-performance by the Supplier of any of its obligations under the contract

The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.


9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.

10. The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.

11. The Head of the Agency reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract in accordance with Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.

Accepted By:



AWARDEE

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this _____ day of _____, 2021, personally appeared _____ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity that he represents.

This Instrument refers to a _____ consisting of _____ () pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this _____ day of _____, 2021.

Doc No _____;
Page No _____;
Book No _____;
Series of 2021.

TECHNICAL SPECIFICATIONS

1.0 PROJECT TITLE

Online Subscription to Various Legal Reference Materials

2.0 SCHEDULE OF REQUIREMENTS

- 2.1. Online subscription to CD Technologies Asia, Inc.'s (CD Asia): (i) Law Library, (ii) Jurisprudence Library, (iii) Taxation Library, and (iv) Department of Justice Library to commence within ten (10) calendar days from receipt of the Notice to Proceed by the Supplier.
- 2.2. Software installation of CD Asia's 2020 Bulletins/Updates to the following libraries: (i) Law Encyclopedia, (ii) Jurisprudence, (iii) Taxation, (iv) Department of Justice, (v) Local Autonomy and Local Government, and (vi) Securities and Exchange Commission to commence within ten (10) calendar days from receipt of Notice to Proceed by the Supplier.
- 2.3. Network licenses of CD Asia to access the 2020 Bulletins/Updates of said libraries to be delivered within ten (10) calendar days from receipt of Notice to Proceed by the Supplier.

3.0 SPECIFICATIONS

The Supplier shall provide the following items as specified below.

| Item | Description | Quantity |
|------|---|---|
| 1 | Online subscription to CD Asia's 3 Major Libraries and 1 Minor Library (via their website www.cdasiaonline.com): (i) Law Library; (ii) Jurisprudence Library; (iii) Taxation Library; and (iv) Department of Justice Library | 5 User IDs |
| 2 | Software installation of CD Asia's 2020 Bulletins/Updates to the following libraries: (i) Law Encyclopedia (ii) Jurisprudence (iii) Taxation (iv) Department of Justice (v) Local Autonomy and Local Government (vi) Securities and Exchange Commission | 1 lot for each library |
| 3 | Network licenses of CD Asia to access the 2020 Bulletins/Updates to the following libraries: (i) Law Encyclopedia (ii) Jurisprudence (iii) Department of Justice | Two (2) licenses Three (3) licenses One (1) license |

| | | |
|--|--|------------------|
| | (iv) Local Autonomy and Local Government | Two (2) licenses |
|--|--|------------------|

4.0 VALIDITY OF SUBSCRIPTION AND SOFTWARE

- 4.1. Online subscription to CD Asia's libraries shall be valid for a period of twelve (12) months from date of delivery and acceptance by the Director of the DBM-Legal Service of the User IDs.
- 4.2. CD Asia 2020 Bulletins/Updates and Network licenses shall be valid for a period of five (5) years from the date of delivery and acceptance by the Director of the DBM-Legal Service.

5.0 PRODUCT AND TECHNICAL SUPPORT

Supplier through their technical support shall resolve every problem, to the satisfaction of the Procuring Entity, on their online libraries and software components within one (1) working day after notice by the DBM-Legal Service; Provided that, if technical visit is required, it shall be resolved within seven (7) working days after notice by the DBM-Legal Service.

6.0 INTELLECTUAL PROPERTY RIGHTS

Supplier, as represented in their Certification of Copyright Ownership/Registration, is the proprietary owner of the copyright to the computer program and any corrections, bug fixes, enhancements, updates or other modifications to the computer program, and any intellectual or other property rights therein shall be the exclusive property of the Supplier.

7.0 PRE-TERMINATION OF CONTRACT

- 7.1. The contract for this Project may be pre-terminated by the Procuring Entity for any violation of the terms of the contract. In the case of pre-termination, the Supplier shall be informed by the Procuring Entity thirty (30) days before pre-termination.
- 7.2. In the case of pre-termination, the Supplier shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual and forfeiture of the Warranty Security.



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DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

MS. THERESE M. DABAO

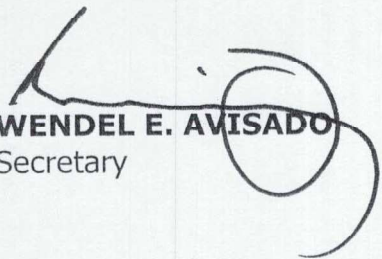
Assistant Manager
CD Technologies Asia, Inc.
66 A and B San Rafael St.
Brgy. Kapitolyo, Pasig City

Dear **Ms. Dabao:**

This is to inform your company that its performance of the obligations specified in the attached Purchase Order for the Project, "Online Subscription to Various Legal Reference Materials," 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 6.25.21.

Name of Authorized Representative: Benny Linares

Signature: 