



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

**PURCHASE ORDER NO. 2023-035**

Supplier: **CD TECHNOLOGIES ASIA, INC.** Date: **MAY 09 2023**  
Address: 66 A and B, San Rafael Street, Brgy. Kapitolyo, Pasig City Mode of Procurement: NP-Direct Contracting  
TIN: 003-872-096-000

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

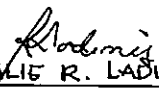
Place of Delivery: DBM Central Office  
Delivery Term: See attached Schedule of Requirements  
Payment Term: Payment shall be made through Landbank's LDDAP- ADA / Bank Transfer facility within Sixty (60) days after submission of Billing and User Inspection and Acceptance of the Product. Bank Transfer fee shall be charged against creditor's account.


Stock No.	Unit	Item and Description /Specification	Quantity	Unit Cost	AMOUNT
	lot	<b>Subscription to Online and Electronic Publications of Various Legal Reference Materials</b> (In accordance with attached: Technical Specifications and Schedule of Requirements)  <i>*nothing follows*</i>	1	<b>₱92,400.00</b>	<b>₱92,400.00</b>

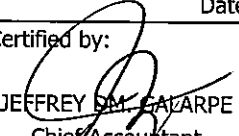
(Total Amount In Words)  
Ninety Two Thousand Four Hundred Pesos **₱92,400.00**

"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%) **of the cost of the delayed goods** for every day of delay shall be imposed."

Very truly yours,

Conforme:  
  
**ROSALIE R. LADINES**  
Signature over Printed Name of Supplier  
**MAY 24 2023**  
Date

  
**RAMON VICENTE B. ASUNCION**  
Director IV, Administrative Service  
Authorized Official

Funds Availability Certified by:   
**JEFFREY M. GAZARPE**  
Chief Accountant  
OS No : **0210110/2023-05-1107**  
Amount : **₱92,400**  
Date : **05/05/23**

**Distribution of Copies:**  
/ / Original copy for the Supplier's Conforme  
/ / Agency's Central Supply and Property Section/EUR for IAR and Payment Processing  
/ / COA Auditor  
/ / AS-PMD Copy for file

**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 the 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 may 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.

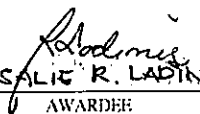
11. The Head of the Agency reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract as prescribed under Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003.

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

13. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:

- a.) Project name;
- b.) Approved budget for the contract;
- c.) Contract period;
- d.) Name of the winning bidder and its official business address;
- e.) Amount of contract awarded;
- f.) Date of award and acceptance; and
- g.) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

Accepted By:

  
**ROSALIE R. LADINES**

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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

Doc No \_\_\_\_\_;  
Page No \_\_\_\_\_;  
Book No \_\_\_\_\_;  
Series of 2023.

## TECHNICAL SPECIFICATIONS

### 1. PROJECT TITLE

Subscription to Online and Electronic Publications of Various Legal Reference Materials

### 2. SCHEDULE OF REQUIREMENTS

Online subscription to CD Technologies Asia, Inc.'s (CD Asia) three (3) Major Libraries: (i) Laws Library, (ii) Jurisprudence Library, and (iii) Local Autonomy and Local Government Library; and five (5) Minor Libraries: (i) Department of Justice Library, (ii) Lexicon of Philippine Legal Terms Library, (iii) Civil Service Library, (iv) Data Privacy Library, and (v) Persons and Family Law Library to commence on July 1, 2023.

### 3. 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 5 Minor Libraries (via their website <a href="http://www.cdasiaonline.com">www.cdasiaonline.com</a> ): <u>Major Libraries:</u> (i) Law Library (ii) Jurisprudence Library; and (iii) Local Autonomy and Local Government Library <u>Minor Libraries:</u> (i) Department of Justice Library (ii) Lexicon of Philippine Legal Terms Library (iii) Civil Service Library (iv) Data Privacy Library (v) Persons and Family Law Library	5 User IDs

### 4. VALIDITY OF ONLINE SUBSCRIPTION

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.

### 5. PRODUCT AND TECHNICAL SUPPORT

Supplier through their technical support shall resolve every problem, to the satisfaction of the Procuring Entity, on their online libraries 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. INTELLECTUAL PROPERTY RIGHTS**

Supplier, as represented in their Certification of Copyright Ownership/Registration, is the creator, publisher and copyright owner of the electronic legal publications online ([www.cdasiaonline.com](http://www.cdasiaonline.com)), and has the sole and exclusive authority to use, or issue any license for the use of, any of the electronic legal publications, the contents, or any portion, thereof, as programmed and engineered, for any purpose, including, but not limited to, the creation of new publications and customized databases. .

## **7. 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) calendar 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 posted by the Supplier in accordance with the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

## **8. PAYMENT TERMS**

Payment shall be made through Landbank's List of Due and Demandable Accounts Payable – Advice to Debit Account (LDDAP-ADA) / bank transfer facility within sixty (60) days after submission of the Billing and the User's Inspection and Acceptance of the Product. The bank transfer fee shall be charged against the creditor's account.



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

**NOTICE OF AWARD**

**APR 27 2023**

**MS. ROSALIE R. LADINES**  
*Marketing and Sales Associate*  
CD Technologies Asia, Inc.  
66 A And B San Rafael St.  
Brgy. Kapitolyo, Pasig City

Dear **Ms. Ladines:**

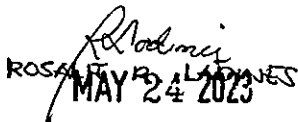
We are pleased to inform you that the contract for the Project, "Subscription to Online and Electronic Publications of Various Legal Reference Materials," is hereby awarded to CD Technologies Asia, Inc. in the amount of P92,400.00.

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,

  
**RAMON VICENTE B. ASUNCION<sup>1</sup>**  
Director IV, Administrative Service

  
ROSALIE R. LADINES  
MAY 24 2023

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<sup>1</sup> DBM Department Order (DO) No. 20, S. 2022 provides, among others, that the approval and signing of contracts and other related documents in the procurement of projects using Direct Contracting not exceeding One Million Pesos is delegated by the Head of the Procuring Entity to the Director of the Administrative Service.



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

**MAY 09 2023**

**NOTICE TO PROCEED**

**MS. ROSALIE R. LADINES**  
*Marketing and Sales Associate*  
CD Technologies Asia, Inc.  
66 A and B, San Rafael Street  
Brgy. Kapitolyo, Pasig City

Dear **Ms. Ladines**:

This is to inform your company that the performance of the obligations specified in the attached Purchase Order for the Project, "**Subscription to Online and Electronic Publications of 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 (IRR) of Republic Act (RA) No. 9184 (The Government Procurement Reform Act).

In this regard, you are hereby required to post a warranty security in the amount and form stated under Section 62 of the 2016 Revised IRR of RA No. 9184 upon acceptance by the Procuring Entity of the delivered goods.

Thank you and God Bless

Very truly yours,

**RAMON VICENTE B. ASUNCION**  
Director IV, Administrative Service<sup>1</sup>

**MAY 24 2023**

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

Name of Authorized Representative: ROSALIE R. LADINES

Signature: 

<sup>1</sup> DBM Department Order (DO) No. 40 dated December 20, 2021 provides, among others, that the approval and signing of contracts and other related documents in the procurement of projects using Direct Contracting not exceeding One Million Pesos is delegated by the Head of the Procurement Entity to the Director of the Administrative Service.