



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-15

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Subscription of MySQL Enterprise Edition," with an Approved Budget for the Contract of P2,900,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the Annual Procurement Plan, CY 2021;

WHEREAS, on February 16, 2021, the Invitation to Bid 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) Techedge Solutions, Inc. (Techedge); (ii) AG Datacom Phils., Inc.; and (iii) DBQuest, Inc. (DBQuest), responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on February 23, 2021;

WHEREAS, during the submission and opening of bids on March 9, 2021, two (2) bidders submitted their bids, namely: (i) DBQuest; and (ii) Techedge;

WHEREAS, on March 9, 2021, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submissions of DBQuest and Techedge as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial components of the bids, the bidders were ranked according to their bid submissions:

- | | | |
|-------------|---|---------------|
| 1. Techedge | - | P2,167,845.68 |
| 2. DBQuest | - | P2,578,213.70 |

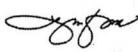
WHEREAS, the DBM-BAC accordingly declared the submission of Techedge as the Lowest Calculated Bid in the amount of P2,167,845.68;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Techedge, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC determined that the submission of Techedge 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 Techedge Solutions, Inc. for the Project, "Subscription of MySQL Enterprise Edition," in the amount of P2,167,845.68 as the Lowest Calculated and Responsive Bid, in accordance with Section 34.4 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;
- 2) To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Techedge Solutions, Inc. in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184; and
- 3) To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the resolution recommending award of the contract, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

ADOPTED, this 23rd day of March 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

 Digitally signed by
Dante B. De Chavez

DANTE B. DE CHAVEZ
Member

 Digitally signed by
Rosemarie D. Pagala


ROSEMARIE D. PAGALA
Alternate Member

 Digitally signed by
Virgilio A. Umpacan
Jr.

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

not present

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

NOTICE OF AWARD

MS. MARIA TERESA R. ENRIQUEZ

Techedge Solutions, Inc.
Unit 409, Peninsula Court Building
8735 Paseo de Roxas, Makati City

Dear **Ms. Enriquez:**

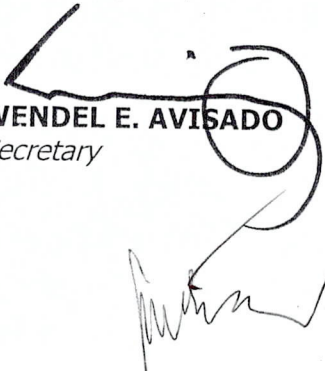
We are pleased to inform you that the contract for the Project, "Subscription of MySQL Enterprise Edition," is hereby awarded to Techedge Solutions, Inc. in the amount of P2,167,845.68.

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

4/06/2021



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

NOTICE TO PROCEED

MS. MARIA TERESA R. ENRIQUEZ

Techedge Solutions, Inc.
Unit 409, Peninsula Court Building
8735 Paseo de Roxas, Makati City

Dear **Ms. Enriquez:**


This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Subscription of MySQL Enterprise Edition," 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.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary

APRIL 20, 2021

I acknowledge receipt and acceptance of this Notice on .

Name of Authorized Representative: MARIA TERESA ENRIQUEZ

Signature: 

CONTRACT No. 2021-10
SUBSCRIPTION OF MYSQL ENTERPRISE EDITION

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 -

TECHEDGE SOLUTIONS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 409, Peninsula Court Building, 8735 Paseo de Roxas, Makati City, represented by its **AUTHORIZED REPRESENTATIVE, MARIA TERESA R. ENRIQUEZ**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Subscription of MySQL Enterprise Edition," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of Two Million One Hundred Sixty-Seven Thousand Eight Hundred Forty-Five Pesos & 68/100 (P2,167,845.68), 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 April 6, 2021, and the Supplier posted its performance security in the form of a Performance Security Declaration on April 7, 2021, in the amount of NTA (P NTA);

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

⑤

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 Subscription of MySQL Enterprise Edition, 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 Subscription of MySQL Enterprise Edition, 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:

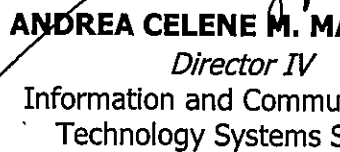

WENDEL E. AVISADO
Secretary

TECHEDGE SOLUTIONS, INC.

by:


MARIA TERESA R. ENRIQUEZ
Authorized Representative

SIGNED IN THE PRESENCE OF


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


MARIA ERIKA B. PERLAS

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City **MANILA**, Philippines, on this **APR 16 2021** day of _____, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	

MARIA TERESA R. ENRIQUEZ	P6893309A	APRIL 23, 2028
---------------------------------	-----------	----------------

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 Subscription of MySQL Enterprise Edition was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of **APR 16 2021**, 2021.

Doc. No. 221;
Page No. 45;
Book No. LV;
Series of 2021.

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 9826456 Issued on Jan. 4, 2021 until Dec. 31, 2021 Manila
IBP Lifetime No. 014399 Issued on Feb. 2, 2016
Commission No. 2021-021 Issued on Jan. 31, 2020 Until Dec. 31, 2021 Manila
MCIF No. VI-3001-196 Issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

⑤

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

BID FORM

Date : March 9, 2021
Project Identification No. : DBM-2021-17

To: Department of Budget and Management
General Solano Street, San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *DBM-2021-17*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Subscription of MySQL Enterprise Edition** in conformity with the said PBDs for the sum of Two Million One Hundred Sixty Seven Thousand Eight Hundred Forty Five Pesos and Sixty Eight Centavos only (Php2,167,845.68) 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.

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 TechEdge Solutions Inc. as evidenced by the attached Secretary Certificate..

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: Maria Teresa R. Enriquez

Legal capacity: President/General Manager

Signature: _____

Duly authorized to sign the Bid for and behalf of: TechEdge Solutions Inc.

Date: March 9, 2021

Schedule of Requirements

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

Item	Description	Delivery Schedule
1	Subscription of MySQL Enterprise Edition for ten (10) physical servers for twelve (12) months.	Within fifteen (15) calendar days from receipt of the Notice to Proceed
2	Submission of copy of certificate and/or authorization to represent Original Product Manufacturer.	During bid submission, together with the Technical Documents

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the appropriation for the Project.

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

Techedge Solutions, Inc.
Name of Company/Bidder


MARIA TERESA R. ENRIQUEZ
Signature Over Printed Name of Representative

March 05, 2021
Date

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."

Specifications	Bidder's Statement of Compliance
I. Objective (<i>see attached Annex A, item 2.0</i>)	Comply
II. Duration of the Contract (<i>see attached Annex A, item 3.0</i>)	Comply
III. Specifications (<i>see attached Annex A, item 4.0</i>)	Comply
IV. Scope of Work and Services (<i>see attached Annex A, item 5.0</i>)	Comply
V. Service Level Agreement (<i>see attached Annex A, item 6.0</i>)	Comply
VI. Warranties of the Contractor (<i>see attached Annex A, item 7.0</i>)	Comply
VII. Confidentiality of Data (<i>see attached Annex A, item 8.0</i>)	Comply
VIII. Terms of Payment (<i>see attached Annex A, item 9.0</i>)	Comply
IX. Pre-Termination of Contract (<i>see attached Annex A, item 10.0</i>)	Comply

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

Techedge Solutions, Inc.
Name of Company/Bidder


MARIA TERESA R. ENRIQUEZ
Signature Over Printed Name of Representative

March 05, 2021
Date

02 March 2021

DBM-BAC Secretariat

DBM-Administrative Service-Procurement Management Division
Department of Budget and Management (DBM)
Gen. Solano Street, San Miguel Manila

Dear Sir/ Madam:

This is to certify that Techedge Solutions Inc. is a member of the Oracle Partner Network (OPN) with current membership term valid through February 22, 2022. Oracle PartnerNetwork provides the framework for all existing Oracle Partner Programs.

Pursuant to its OPN membership, Techedge Solutions Inc. has entered into an Oracle PartnerNetwork Master Distribution Agreement ("MDA"), with a current term valid through January 21, 2022.

Under the terms of the MDA, Techedge Solutions Inc. is authorized to quote and supply your Oracle Programs requirement for the Subscription of MySQL EE project.

For and on behalf of
Oracle (Philippines) Corporation

DocuSigned by:



245A1341239041B
Ma. Mina Luz Lim

Country Managing Director


ORACLE

Partner

ORACLE
PartnerNetwork

Techedge Solutions Inc.

Is an Oracle PartnerNetwork Member, valid until 22 February, 2022



Javier Torres

Vice President, Alliances & Channels and ISV,
Oracle and Amazon



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>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered 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 (ICTSS).</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging</p> <p>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.</p> <p>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.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation</p> <p>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.</p> <p>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>
	<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>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment schedule shall be in accordance with Item 9.0 of Annex “A” 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> <ul style="list-style-type: none"> a. Renewed Mayor’s/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.
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> <ul style="list-style-type: none"> a. 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 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; 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 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.



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

NOTICE OF AWARD

MS. MARIA TERESA R. ENRIQUEZ

Techedge Solutions, Inc.
Unit 409, Peninsula Court Building
8735 Paseo de Roxas, Makati City

Dear **Ms. Enriquez:**


We are pleased to inform you that the contract for the Project, "Subscription of MySQL Enterprise Edition," is hereby awarded to Techedge Solutions, Inc. in the amount of P2,167,845.68.

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

4/06/2021

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

X-----X

PERFORMANCE SECURING DECLARATION

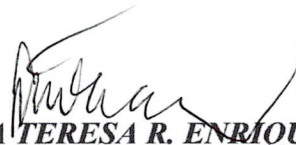
Invitation to Bid: DBM-2021-47

To: Department of Budget and Management
General Solano Street, San Miguel Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this APR 06 2021 day of _____
at MAKATI CITY


MARIA TERESA R. ENRIQUEZ
Affiant

SUBSCRIBED AND SWORN to before me this APR 06 2021 day of _____ at _____, Philippines.

Affiant/s exhibited to me her Passport with no. P6893309A issued on April 24, 2018 at DFA Manila

Witness my hand and seal this APR 06 2021 day of _____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____


Notary Public for _____ until _____

Roll of Attorneys No. _____

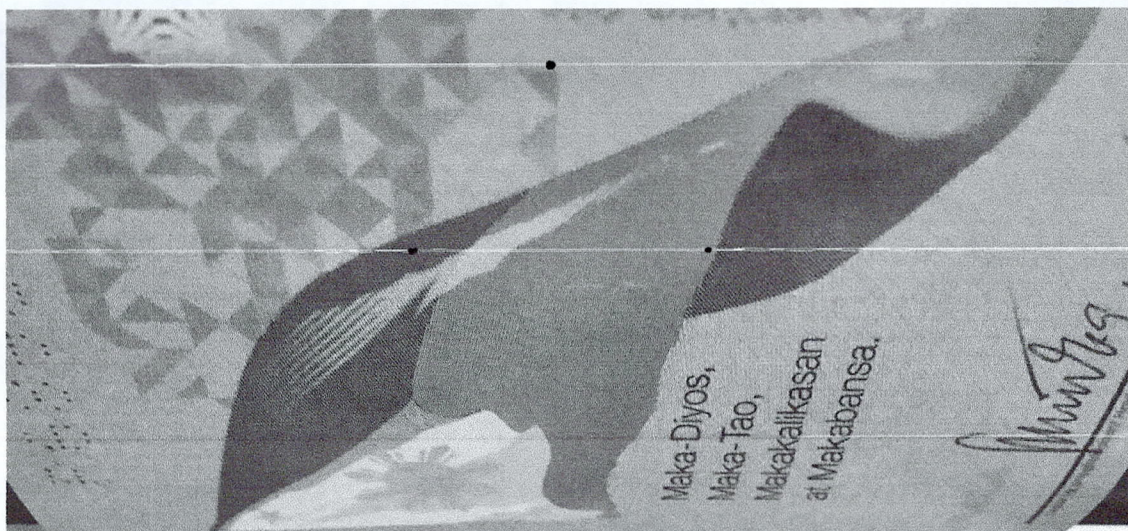
PTR No. __, [date issued], [place issued]

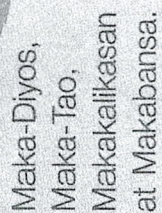
IBP No. __, [date issued], [place issued]

Doc. No. 462
Page No. 94
Book No. 92
Series of MM


ATTY. JOSHUA P. LAPUZ
Notary Public for and in Makati City
Appointment No. 11-16 until 12/31/2021
PTR No. 8531012, Jan. 4, 2019, L. No. 31, 2021 Makati City
Roll No. 45794, IBP, Lifetime N. 04897
MCLE No VI-0016565 / Jan. 14, 2019
G/F Fedman Suites, 199 Salcedo Street,
Legaspi Village, Makati City

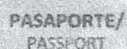
Wang





3

bagte og smageløst. Holder's aggressive (det vil sige smad)



Unit Type
P

Kodigo ng bansa/ Country code
PHI

Pasaporto big/Pasport no
P7852714A



Apellido/Surname
PERLAS

Pangalan/Given names
MARIA ERIKA

Pengaltnang apelyido/Aldele nome
BUENAVENTURA

Petang ng kapanganakan/Date of birth
13 MAY 1990

Kasarian/Sex Lugar ng kapangasakan/Place
F MUNTINI LUPA MM

Paksa ng pagkakaalab/Date of Issue
07 JUL 2018

Petsa ng pagkawalang-batas/valid until
06 JUL 2028



FILIPINO

MM

1950

Maykepong, rinhang naga 3000/ issuing authority
DEA NCR SOUTH

[illegible]

P7852714A1PHL9005134F2807063<<<<<<<<<<<<00