

BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 23-09-08
Series of 2023

**DECLARING THE BID OFFERED BY ADVANCE SOLUTIONS, INC. AS THE
LOWEST CALCULATED AND RESPONSIVE BID (LCRB) FOR LOTS 2 AND 3 OF
THE PROCUREMENT OF SUPPLY, DELIVERY, CONFIGURATION, AND
INSTALLATION OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY
(ICT) EQUIPMENT**

WHEREAS, on 05 September 2023, the Bids and Awards Committee (BAC) through BAC Resolution No. 23-09-01 declared the bid offered by Advance Solutions, Inc. as the Lowest Calculated Bid for the Procurement of Supply, Delivery, Configuration, and Installation of Various Information Communication Technology (ICT) Equipment;

WHEREAS, on 12 September 2023, the post-qualification activity was conducted;

WHEREAS, on 15 September 2023, the post-qualification report was presented to the BAC (see attached post-qualification report);

WHEREAS, the Technical Working Group determined the bid of Advance Solutions, Inc. as compliant and responsive to the legal, technical and financial component of the subject procurement;

WHEREAS, the BAC, after verification and validation of the documents presented, finds the same to be in order;

NOW, THEREFORE, the BAC RESOLVES AS IT IS HEREBY RESOLVED:

1. To declare the bid of Advance Solutions, Inc. for Lots 2 and 3 as the Lowest Calculated and Responsive Bid for the subject procurement at hand; and
2. To recommend the award of contract to the above-mentioned bidder.

ADOPTED, this 15th day of September 2023 at the Philippine Statistics Authority – Central Office via Google Meet platform.

Minerva Esquivias
MINERVA ELOISA P. ESQUIVIAS
Chairperson

Eliezer P. Ambatali
ATTY. ELIEZER P. AMBATALI
Vice-Chairperson

Benjamin Arsenio Y. Navarro
BENJAMIN ARSENIO Y. NAVARRO
Member

Clemente S. Manaog
CLEMENTE S. MANAOG, MNSA
Member

Denise Carla C. Estandarte
DENISE CARLA C. ESTANDARTE
Member

Rene C. Mendoza
RENE C. MENDOZA
ANS/End-user

[Signature]
APPROVED/DISAPPROVED

Claire Dennis S. Mapa
CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

JPC/RCA/JCM/DICB/MCC
JPC/RCA/JCM/DICB/MCC



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



Date: OCT 09 2023

LERMA M. DOMINGO

Sales Manager

Advance Solutions, Inc.

3rd Floor PPL Building U.N. Avenue

Cor. San Marcelino Street, Paco

Manila, Philippines 1007


SUBJECT: Notice of Award

Dear Ms. Domingo:


We are pleased to inform you that the contract for Lot 2 of the Procurement of Supply, Delivery, Configuration, and Installation of Various Information Communication Technology (ICT) Equipment is awarded to Advance Solutions, Inc. with a total contract price of Eight Hundred Sixty-Five Thousand Two Hundred Thirty-Eight and Fifty-Seven Centavos 57/100 Pesos Only (PhP865,238.57).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:


LERMA M. DOMINGO
Advance Solutions, Inc.
Date: Oct. 11, 2023

JPC/CA/JCM/DILB/MCC



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, CONFIGURATION, AND INSTALLATION OF VARIOUS
INFORMATION COMMUNICATION TECHNOLOGY (ICT)
EQUIPMENT**

**LOT 2 - HIGH-END I9 DESKTOP COMPUTERS WITH 1000VA
WITH UPS**

NOV 24 2023

THIS AGREEMENT made this _____ day of _____ 2023 between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila herein represented by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, PhD**, and hereinafter referred to as the "**Entity**";

-and-

ADVANCE SOLUTIONS, INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 3rd Floor PPL Building U.N. Avenue Cor. San Marcelino Street, Paco Manila, herein represented by its duly Authorized Representative, **LERMA M. DOMINGO**, and hereinafter referred to as the "**Supplier**";

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **LOT 2 OF THE PROCUREMENT OF SUPPLY, DELIVERY, CONFIGURATION, AND INSTALLATION OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **EIGHT HUNDRED SIXTY-FIVE TWO HUNDRED THIRTY-EIGHT AND FIFTY-SEVEN CENTAVOS 57/100 PESOS ONLY (Php865,238.57)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);

 1

- i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **EIGHT HUNDRED SIXTY-FIVE TWO HUNDRED THIRTY-EIGHT AND FIFTY-SEVEN CENTAVOS 57/100 PESOS ONLY (Php865,238.57)** or such other sums as may be ascertained, **the SUPPLIER** agrees to provide **SEVEN (7) UNITS OF HIGH-END I9 DESKTOP COMPUTERS WITH 1000VA WITH UPS** to the Entity in accordance to its Bid.
4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.
5. **TERMINATION OF CONTRACT.** The Entity shall terminate the contract when any of the following conditions attend its implementation:
- 5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - 5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60)

following

calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or

5.3. The **Supplier** fails to perform any other obligation under the Contract.

The **PARTIES** may also mutually agree on the termination of the agreement.

6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of Goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this Contract, forfeit the performance security of the **Supplier**, and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**ADVANCE SOLUTIONS,
INC.**


Signed, sealed, delivered by:

Signed, sealed, delivered by:


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and
Civil Registrar General


LERMA M. DOMINGO
Authorized Representative

CERTIFIED FUNDS AVAILABLE:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

ACKNOWLEDGMENT

Republic of the Philippines

City of _____ **CITY OF MANILA**

BEFORE ME, a Notary Public for and within **CITY OF MANILA**, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Claire Dennis S. Mapa, PhD		
Lerma M. Domingo	SSS No. 33-4532482-0	

known to me to be the same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consisting of four (4) pages, including the page on which this acknowledgment is written duly signed by the contracting parties and their witnesses on each and every page thereof.

NOV 24 2023

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, 2023.

Doc. No. 650
Page No. 120
Book No. 37
Series of 2023

ATTY. GUILLERMO D. DASHMANERO
Notary Public until December 31, 2023
Notarial Commission 2022 - 052
1155 Gen. I. E. Rodriguez, Manila
JBP# 165727, Pasig for yr. 2023
LIR# 0861164, SNA - 1-3-2023
Reg. # 2-1-1, TIN# 103-098-346
MCTE Exempt No. VII-NP004370, **4-14-2025**

[Signature]

[Signature]



REPUBLIC OF THE PHILIPPINES

PHILIPPINE STATISTICS AUTHORITY



Date:

NOV 28 2023

LERMA M. DOMINGO

Sales Manager

Advance Solutions, Inc.

3rd Floor PPL Building U.N. Avenue

Cor. San Marcelino Street, Paco

Manila, Philippines 1007

SUBJECT: Notice to Proceed

Dear Mr. Aguilar:

OCT 09 2023

Pursuant to the Notice of Award dated _____ and the Contract signed by the parties, this Notice is given to you for Lot 2 of the Procurement of Supply, Delivery, Configuration, and Installation of Various Information Communication Technology (ICT) Equipment in the amount of Eight Hundred Sixty-Five Thousand Two Hundred Thirty-Eight and Fifty-Seven Centavos 57/100 Pesos Only (PhP865,238.57), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD

Undersecretary

National Statistician and Civil Registrar General

Conforme:

LERMA M. DOMINGO

Advance Solutions, Inc.

Date: November 29, 2023

JPC/RCA/JCM/DILB/MCC



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



Date: OCT 09 2023

LERMA M. DOMINGO

Sales Manager

Advance Solutions, Inc.

3rd Floor PPL Building U.N. Avenue

Cor. San Marcelino Street, Paco

Manila, Philippines 1007

SUBJECT: Notice of Award

Dear Ms. Domingo:

We are pleased to inform you that the contract for Lot 3 of the Procurement of Supply, Delivery, Configuration, and Installation of Various Information Communication Technology (ICT) Equipment is awarded to Advance Solutions, Inc. with a total contract price of One Million Twenty-Five Thousand One Hundred Eighty-Four and Ninety Centavos 90/100 Pesos Only (PhP1,025,184.90).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,


CLAIRE DENNIS S. MAPA, PhD

Undersecretary

National Statistician and Civil Registrar General

Conforme:


LERMA M. DOMINGO

Advance Solutions, Inc.

Date: Oct. 11, 2023

JPC/PCA/JCM/DLB/MSC



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, CONFIGURATION, AND INSTALLATION OF VARIOUS
INFORMATION COMMUNICATION TECHNOLOGY (ICT)
EQUIPMENT**

**LOT 3 - STANDARD DESKTOP COMPUTERS WITH 650VA WITH
UPS**

NOV 24 2023

THIS AGREEMENT made this _____ day of _____ 2023 between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila herein represented by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, PhD**, and hereinafter referred to as the "**Entity**";

-and-

ADVANCE SOLUTIONS, INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 3rd Floor PPL Building U.N. Avenue Cor. San Marcelino Street, Paco Manila, herein represented by its duly Authorized Representative, **LERMA M. DOMINGO**, and hereinafter referred to as the "**Supplier**";

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **LOT 3 OF THE PROCUREMENT OF SUPPLY, DELIVERY, CONFIGURATION, AND INSTALLATION OF VARIOUS INFORMATION COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **ONE MILLION TWENTY-FIVE THOUSAND ONE HUNDRED EIGHTY-FOUR AND NINETY CENTAVOS 90/100 PESOS ONLY (PHP1,025,184.90)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);

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- i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **ONE MILLION TWENTY-FIVE THOUSAND ONE HUNDRED EIGHTY-FOUR AND NINETY CENTAVOS 90/100 PESOS ONLY (PHP1,025,184.90)** or such other sums as may be ascertained, **the SUPPLIER** agrees to provide **NINETEEN (19) UNITS OF STANDARD DESKTOP COMPUTERS WITH 650VA WITH UPS** to the Entity in accordance to its Bid.
4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.
5. **TERMINATION OF CONTRACT.** The Entity shall terminate the contract when any of the following conditions attend its implementation:
- 5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - 5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60)

[Handwritten signature] 2

calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or

5.3. The **Supplier** fails to perform any other obligation under the Contract.

The **PARTIES** may also mutually agree on the termination of the agreement.

6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of Goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this Contract, forfeit the performance security of the **Supplier**, and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**ADVANCE SOLUTIONS,
INC.**

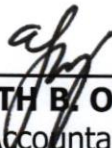
Signed, sealed, delivered by:

Signed, sealed, delivered by:


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and
Civil Registrar General


LERMA M. DOMINGO
Authorized Representative

CERTIFIED FUNDS AVAILABLE:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

ACKNOWLEDGMENT

Republic of the Philippines

City of _____ S.S. **CITY OF MANILA**

BEFORE ME, a Notary Public for and within **CITY OF MANILA**, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Claire Dennis S. Mapa, PhD		
Lerma M. Domingo <i>SSS No. 33-4532482-0</i>		

known to me to be the same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consistin of four (4) pages, including the page on which this acknowledgment is written duly signed by the contracting parties and their witnesses on each and every page thereof.

NOV 24 2023

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, 2023.

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Doc. No. 720
Page No. 77
Book No. 77
Series of 2023

[Signature]
ATTY. ALBERTO S. PASMANERO
Notary Public until December 31, 2023
Notarial Commission 2022 - 052
1155 Gen. Luna St., Ermita, Manila
NOTARY PUBLIC
IBP# 16572, Exp. for yr 2023
PIR# 0861164, Mla - 1-3-2023
Roll # 25473, TIN# 103-098-346
MCTE Exempt No VII-NP004370 **NOV 14 2023**

[Signature]

[Signature]



REPUBLIC OF THE PHILIPPINES

PHILIPPINE STATISTICS AUTHORITY



Date: **NOV 28 2023**

LERMA M. DOMINGO

Sales Manager

Advance Solutions, Inc.

3rd Floor PPL Building U.N. Avenue

Cor. San Marcelino Street, Paco

Manila, Philippines 1007


SUBJECT: Notice to Proceed

Dear Ms. Domingo:


Pursuant to the Notice of Award dated **OCT 09 2023** and the Contract signed by the parties, this Notice is given to you for Lot 3 of the Procurement of Supply, Delivery, Configuration, and Installation of Various Information Communication Technology (ICT) Equipment in the amount of One Million Twenty-Five Thousand One Hundred Eighty-Four and Ninety Centavos 90/100 Pesos Only (Php1,025,184.90), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,


CLAIRE DENNIS S. MAPA, PhD *gen*
Undersecretary
National Statistician and Civil Registrar General

Conforme:


LERMA M. DOMINGO
Advance Solutions, Inc.

Date: November 29, 2023

JPC/RCA/JCM/DILB/MCC



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