



BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 22-12-08
Series of 2022

**DECLARING THE BIDS OFFERED BY PROJECT MANAGEMENT AND
TECHNICAL RESOURCES CORPORATION AS THE LOWEST CALCULATED
AND RESPONSIVE BID AND RECOMMENDING THE AWARD OF CONTRACT
THERE TO FOR THE PROCUREMENT OF SUPPLY AND DELIVERY OF
STEEL RACKS**

WHEREAS, on 08 November 2022, the opening of bids for the Procurement of Supply and Delivery of Steel Racks was conducted via Zoom platform;

WHEREAS, three (3) bidders participated in the above-mentioned activity, namely:

1. Project Management and Technical Resources Corporation;
2. Magneto Enterprises; and
3. Tri-M Vault Specialist

WHEREAS, bidders were declared as eligible after the non-discretionary and preliminary examination of the submitted proposals;

WHEREAS, on 18 November 2022, the Bids and Awards Committee (BAC) through BAC Resolution No. 22-11-08 declared the bid offered by Project Management and Technical Resources Corporation as the Lowest Calculated Bid (LCB) after the conduct of the detailed bid evaluation on the Procurement of Supply and Delivery of Steel Racks;

WHEREAS, on 05 December 2022, the post-qualification activity on Project Management and Technical Resources Corporation was conducted to determine if the bidder complied with and responsive to all the requirements and conditions as specified in the Bidding Documents;

WHEREAS, on 13 December 2022, the post-qualification report was presented to the BAC (see attached post-qualification report);

WHEREAS, the Technical Working Group determined the bid of Project Management and Technical Resources Corporation 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,



YMA

1. To declare the bid proposal of Project Management and Technical Resources Corporation as the Lowest Calculated and Responsive Bid for the Procurement of Supply and Delivery of Steel Racks; and
2. To recommend the award of contract to Project Management and Technical Resources Corporation.

ADOPTED, this 13th day of December 2022 at the Philippine Statistics Authority – Central Office via Zoom Platform.


MINERVA ELOISA P. ESQUIVIAS
Chairperson


ATTY. ELIEZER P. AMBATALI
Vice-Chairperson


BENJAMIN ARSENIO Y. NAVARRO
Member

VIVIAN R. ILARINA
Member

FELY V. COLLADO
Member


MARIZZA B. GRANDE
ANS/End-user


SOCRATES L. RAMORES
Alternate Member

APPROVED/DISAPPROVED



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


JPC/BJDJBB/MMS



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

JAN 03 2023

ARNEL L. BONDOC

Sales Manager
Project Management and
Technical Resources Corporation
Up-Town Bldg. 56-58 Madison St.
Mandaluyong City

SUBJECT: Notice of Award

Dear Mr. Bondoc:

We are pleased to inform you that the contract for the Procurement of Supply and Delivery of Steel Racks is awarded to Project Management and Technical Resources Corporation with a total contract price of Five Million Four Hundred Thousand Pesos Only (Php5,400,000.00).

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, Ph.D.
Undersecretary
National Statistician and Civil Registrar General

Conforme:

ARNEL L. BONDOC

Project Management and Technical Resources Corporation

Date: Jan 5, 2023

JPC/BJD/JBB/MMS



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

CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY AND DELIVERY OF STEEL RACKS

THIS AGREEMENT made this ____ day of _____ 20____ between **PHILIPPINE STATISTICS AUTHORITY** (hereinafter called "the Entity") of the one part and **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION**, of Up-Town Bldg. 56-58 Madison St. Mandaluyong City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **PROCUREMENT OF SUPPLY AND DELIVERY OF STEEL RACKS** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FIVE MILLION FOUR HUNDRED THOUSAND PESOS ONLY (PHP5,400,000.00)** (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);
 - 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 **FIVE MILLION FOUR HUNDRED THOUSAND PESOS ONLY (PHP5,400,000.00)** or such other sums as may be ascertained, **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** agrees to provide **SUPPLY AND DELIVERY OF STEEL RACKS** in accordance with his/her/its Bid.

4. **TERMINATION OF CONTRACT.** **PSA** shall terminate the contract when any of the following conditions attend its implementation:

4.1. Outside of force majeure, **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** 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 **PSA** pursuant to a request made by **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

4.2. As a result of force majeure, **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** 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) calendar days after the receipt of the notice from **PSA** stating that the circumstance of force majeure is deemed to have ceased; or

4.3. **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** fails to perform any other obligation under the Contract.

PSA and **PROJECT MANAGEMENT AND TECHNICAL RESOURCES CORPORATION** may also mutually agree on the termination of the agreement.

5. **LIABILITY OF SUPPLIER.** When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity



concerned. The **PSA** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the **PSA**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the **PSA** may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid and award the same to a qualified Supplier.

6. The **PHILIPPINE STATISTICS AUTHORITY** 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 Procuring Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**PROJECT MANAGEMENT AND
TECHNICAL RESOURCES
CORPORATION**

Signed, sealed, delivered by:

Signed, sealed, delivered by:



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



ARNEL L. BONDOC
Sales Manager

CERTIFIED FUNDS AVAILABLE:



ELIZABETH B. ONAG
Officer-in-Charge, Accounting Division
Philippine Statistics Authority

B201 00200002000
P 5,400.00

ACKNOWLEDGMENT

BEFORE ME, as the Notary Public for and within MANDALUYONG CITY, personally appeared:

PARTIES	GOVERNMENT I.D.	ISSUED	DATE AND PLACE OF ISSUE


known to me to be the same persons who executed the foregoing Contract and Agreement and they acknowledged to me that the same is their true act/deed for and in behalf of the parties they represented.

This instrument consists of ____ (__) 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.

IN WITNESS WHEREOF, I have hereunto affixed my signature this JAN 19 2023 day of _____.

Doc. No. 318
Page No. 064
Book No. I
Series of 2023

NOTARY PUBLIC


ATTY. JOSE RAPHAEL E. AGAAB
NOTARY PUBLIC
Until December 31, 2024
Unit 710 GTP 2, Pioneer corner
Madison St., Mandaluyong City
Roll of Attorneys No. 56672
IBP No. 22100142-29-2022/RSM
PTR No. 5112190/1-4-2023/ Mand. City
MCLE Compliance No. VII-002004G/4-14-2025





REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

Date: JAN 20 2023

ARNEL L. BONDOC

Sales Manager
Project Management and
Technical Resources Corporation
Up-Town Bldg. 56-58 Madison St.
Mandaluyong City

SUBJECT: Notice to Proceed

Dear Mr. Bondoc:

Pursuant to the Notice of Award dated JAN 03 2023 and the Contract signed by the parties, this Notice is given to you for the Procurement of Supply and Delivery of Steel Racks in the amount of Five Million Four Hundred Thousand Pesos Only (Php5,400,000.00), 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, Ph.D.
Undersecretary
National Statistician and Civil Registrar General

Conforme:

ARNEL L. BONDOC
Project Management and Technical Resources Corporation
Date: JAN. 20, 2023

JPC/BJD/JBB/MMS



Management System
ISO 9001:2015
www.tuv.com
ID 9108640991



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