



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

BIDS AND AWARDS COMMITTEE

RESOLUTION NO. 21-07-06

Series of 2021

**DECLARING THE BID OFFERED BY DON PIN CORPORATION AS THE LOWEST
CALCULATED AND RESPONSIVE BID (LCRB) FOR THE NEGOTIATED
PROCUREMENT OF FIT-OUT SERVICES (DESIGN AND BUILD SCHEME) FOR THE
PHILIPPINE IDENTIFICATION SYSTEM (PHILSYS) REGISTRY OFFICE (PRO)
SPACE IN ETON CENTRIS CYBERPOD 5**

WHEREAS, Bid and Awards Committee (BAC) Resolution No. 21-07-01 dated 02 July 2021 declared the bid of Don Pin Corporation as the Lowest Calculated Bid (LCB) and recommended to proceed with the conduct of post-qualification;

WHEREAS, on 12 July 2021, the Technical Working Group (TWG) presented the result of post-qualification on Don Pin Corporation;

WHEREAS, the TWG determined the bid of Don Pin Corporation as compliant and responsive to the legal, technical and financial requirements of the subject procurement (see attached post-qualification report);

WHEREAS, after review and verification of the submitted documents, the BAC found the same to be in order;

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

1. To declare the bid offered by Don Pin Corporation as the Lowest Calculated and Responsive Bid (LCRB); and
2. To recommend the award of contract to Don Pin Corporation for the Negotiated Procurement of Fit-Out Services (Design and Build Scheme) for the Philippine Identification System (PhilSys) Registry Office (PRO) Space in ETON Centris Cyberpod 5.

ADOPTED, this 12th day of July 2021 at the Philippine Statistics Authority – Central Office via Zoom Platform

MINERVA ELOISA P. ESQUIVIAS

Chairperson

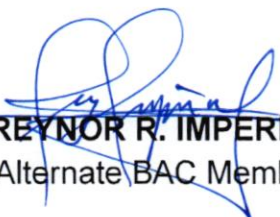



EDITHA R. ORCILLA
Vice-Chairperson


ATTY. ELIEZER P. AMBATALI
Member


FELY V. COLLADO
Member


VIVIAN R. ILARINA
Member


REYNOR R. IMPERIAL
Alternate BAC Member

APPROVED/DISAPPROVED


ROSALINDA P. BAUTISTA
Assistant Secretary

CLAIRE DENNIS S. MAPA, Ph.D.
Undersecretary

National Statistician and Civil Registrar General


JPC/BBB/PCQ/KMJ



19 July 2021

DAVE RIVERO

Sales & Marketing Officer
DonPin Corporation
DPC Bldg., 320 Romy St., Pasay City
Metro Manila

SUBJECT: Notice of Award

Dear Mr. Rivero,

We are pleased to inform you that the contract for the **Fit-Out Services (Design and Build Scheme) for the Philippine Identification System (PhilSys) Registry Office (PRO) Space in Eton Centris Cyberpod 5** is awarded to DonPin Corporation with a total contract price of **One Hundred Nine Million Eight Hundred Eighty-Nine Thousand Eight Hundred Nine Pesos and 88/100 Only (PhP109,889,809.88)**

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 (PSA) 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:

DAVE RIVERO

Sales & Marketing Officer
DonPin Corporation
Date: _____

JUL 28, 2021

DNSLBM/SLR/RCA/AMPA



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ID 5108640991



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

**CONTRACT FOR THE NEGOTIATED PROCUREMENT OF
FIT-OUT SERVICES (DESIGN AND BUILD SCHEME) FOR THE
PHILSYS REGISTRY OFFICE (PRO)
SPACE IN ETON CENTRIS 5**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into by:

PHILIPPINE STATISTICS AUTHORITY (PSA), a national government agency created under Republic Act No. 10625 (otherwise known as the Philippine Statistical Act of 2013) with principal address at PSA Complex, East Ave., Diliman, Quezon City, represented herein by **CLAIRE DENNIS S. MAPA, Ph.D.**, Undersecretary and National Statistician and Civil Registrar General, herein referred to as "PSA".

-and-

DONPIN CORPORATION (DPC), a business corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 320 Romy Street, Pasay City, represented herein by **JUN Y. PIN**, Chairman and President, herein referred to as "the Supplier".

Witnesseth, that:

WHEREAS, PSA wishes to acquire Products and Services (as hereinafter defined) from the Supplier, and the Supplier agrees to provide PSA such products and services upon terms and conditions laid out in this Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth in this Agreement and for other good and valuable consideration, the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement, the following terms shall have the meaning ascribed thereto below:
- a. "**Agreement**" means this Agreement together with attached Schedules which form an integral part of this Agreement.
 - b. "**Business Day**" means a day on which the principal commercial banks are open for business during normal banking hours in Philippines.
 - c. "**Day**" means a calendar day of the Gregorian Calendar.
 - d. "**Effective Date of Agreement**" means the date of signing of this Agreement by both Parties.
 - e. "**Parties**" shall mean Don Pin Corporation and PSA collectively and "**Party**" shall mean either the Don Pin Corporation and PSA, as the context dictates.
 - f. "**Products**" shall mean the items listed in Clause No. 3 hereunder.
 - g. "**Philippine Peso**" or "**PHP**" shall mean the lawful currency of the Philippines.
 - h. "**Services**" means the services as fully laid out in clause No. 3 hereunder.

2. INTERPRETATION:

2.1 Except where the context requires otherwise, this Agreement shall be interpreted as follows:

- a. Words in the singular include the plural, and vice versa, and words importing any gender include every genders.
- b. References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, agencies and trusts (in each case whether or not having separate legal personality).
- c. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- d. Reference to Articles and Annexure are to articles and annexes to this Agreement.

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- e. Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.
- f. The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- g. The Annexure form part of this Agreement and shall have effect as if set out in full in the bodyof this Agreement and any reference to this Agreement includes the Annexure, including but not limited to the following:
 - i. Drawings &Plans;
 - ii.Specifications;
 - iii. Bill of Quantities;
 - iv. Submitted documents such as but not limited to the Technical and Financial documents;
 - v. Notice of Award; and
 - vi. Performance Security.

3. THE PRODUCTS AND SERVICES

- 3.1 The Supplier shall, during the term of this Agreement, finish all the works to PSA as stated inApproved Bill of Quantity (BOQ). For the avoidance of doubt, the approved quotation will be considered aspart of this Agreement for all purposes and attached hereto as ANNEX “A”.
- 3.2 Furthermore, the Supplier shall, during the term of this Agreement, provide the Services to PSA asstated in the approved quotation.As part of the performance of the Services by the Supplier, the Initial Approved Office Layout is attached to thisAgreement as ANNEX “B”.
- 3.3 For the avoidance of doubt and notwithstanding anything to the contrary contained herein, both Parties agree that for the entire duration of the Fit-out services provided by the Supplier, both Partieswill ensure that for the purpose of monitoring and coordination, authorized representatives of both Partiesare present/available at all times. The representative for the Parties shall be, as follows:

PHILIPPINE STATISTICS AUTHORITY	DON PIN CORPORATION
CLAIRE DENNIS S. MAPA, Ph.D.	JUN Y. PIN
Undersecretary / National Statistician and Civil Registrar General	Chairman / President
Address: PSA Complex, East Ave., Diliman, Quezon City 1100	Address: 320 Romy Street Pasay City Metro Manila Philippines 1300
Tel. No.: 8376-1938	Tel. No.: 8345-457/58
Email: d.mapa@psa.gov.ph	Email: jun.pin@donpingroup.com

4. PAYMENT

- 4.1 The Contract Price payable by PSA to the Supplier shall be**ONE HUNDRED NINE MILLION EIGHT HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED NINE AND 88/100 PESOS ONLY(Php109,889,809.88)**, VAT**Included**. (hereinafter referred to as “Contract Price”). The ContractPrice will remain the same during the term of this Agreement unless there are extra works which areproposed or required by either Party and which are based on mutual consent by the Parties. To bebinding and effective, the extra work proposal or quotation shall be duly signed by the authorizedrepresentatives of both Parties to avoid any future dispute.PSAwill have to confirm the materials to be used for the Fit-out upon signature of its dulyauthorized representative on the Material Confirmation Sheet. The date of signing of this MaterialConfirmation Sheet, shall, for all purposes be treated as the fit-out starting date. And any additional work beyond the main scope of work will serve as Variation Order.
- 4.2 The final Contract Price (Including VAT: **PHP 109,889,809.88**)agreed between the Parties shall be paid in the followingmanner:

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Marina P. Amador 2

4.2.1. **15%**down payment upon issuance of Notice to Proceed submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.

15% upon submission to and acceptance by PSA of pre-design plans, cost estimates, specifications, and other documents required.

25% upon submission to and acceptance by PSA of duly signed and sealed Final Approved Plans, Cost Estimates, Specifications, and other documents required for Building Permit purposes.

20% up to Fifty percent (50%) completion of Works per Progress Billing.

15% up to Substantially Completed works Ninety-Five percent (95%) of Construction of essential MEPFS and other supporting Civil Works.

10% retention shall be made seven (7) days after receipt of invoice or in seven (7) days upon receipt of Warranty Bond.

5. RESPONSIBILITIES OF PSA

PSA shall issue a Certificate of Completion to the Supplier after final walkthrough / project turnover.

6. RESPONSIBILITIES OF THE SUPPLIER

6.1 The construction works must be completed by the Supplier within 90 days as agreed schedule. The Supplier must ensure timely completion of its obligations to the satisfaction of PSA under this Agreement and for this purpose; time shall be of essence.

6.2 The Supplier shall be responsible for the safety and security of the Premises / Site at all times, especially during work in progress on holidays, after working hours and during weekends.

7. IMPLEMENTATION SCHEDULE

7.1 The project schedule is estimated to start upon issuance of the Notice To Proceed (NTP) by PSA to the Supplier and the same must be completed by the Supplier after 90 days. If there are any unforeseen Circumstances that may occur, PSA reserve the right to change the project implementation duration.

7.2 The Supplier agrees to keep the site orderly and reasonably free from debris. At the completion of the Project, the Supplier shall clean the property and leave it fit for use. All equipments, materials, rubbish and similar material incidental to the project shall be removed by the Supplier upon completion of the services.

8. DEFECTS LIABILITY PERIOD

8.1 The Supplier warrants that the Products are free from all defects in design, material and workmanship, fit for its purpose and shall fully conform to internationally recognized standards and the Specification in this Agreement.

8.2 The Defects Notification Period is one (1) year commencing from date of Completion.

9. CONFIDENTIALITY

9.1 The Supplier hereby undertakes that it will not, at any time, whether during the continuance in force of this Agreement or at any time after the termination hereof, divulge or disclose any confidential information of PSA and/or its employees to any third party without the prior written consent of PSA and hold in confidence all documents and other information supplied to it by PSA relating to any confidential matter of PSA. The provisions of this clause on Confidentiality shall survive the termination or expiry of this Agreement for a period of **one (1) year** from the date of its termination or expiry.

9.2 The supplier shall also comply with the detailed terms and conditions of the Non-Disclosure Agreement, if any, signed between the Supplier and PSA.

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10. TERMINATION

Each Party may terminate this Agreement, prior to its expiration, by serving a prior written notice of **thirty (30) days** to the other Party upon the occurrence of the following events:

- (a) If the other Party becomes bankrupt or is subject to proceedings of liquidation or dissolution, or ceases to carry on business or becomes unable to pay its debt as they become due; or
- (b) If the other Party in material breach of any provisions of this Agreement, fails, neglects, omits and/or refuses to rectify such breach within thirty (30) days of receiving notice of the breach.

11. LIMITATION OF LIABILITY

Neither Party nor any of its officers, employees, directors, representatives or affiliates shall be liable to the other Party for any indirect, incidental, punitive, exemplary or consequential losses/damage including, but not limited to, loss of anticipated business or profit, loss of revenue, loss of business opportunity or any other indirect financial or economic loss even if foreseeable and resulting from any Party's negligence.

12. LIQUIDATED DAMAGES

Notwithstanding the preceding section, once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails to satisfactorily complete the work, the PSA shall impose upon the Supplier in default liquidated damages in an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

13. NOTICES

13.1 All notices required or permitted to be given by one party to the other under this Agreement shall be deemed to have been sufficiently given in writing and delivered to the other party if sent by registered mail, email addresses or through fax or courier to the authorized representatives of the Parties at the address indicated under Clause 3.3 of this Agreement.

13.2 All Notices shall be deemed delivered (a) when presented and received personally, or (b) if received on a Business Day for the receiving Party, when transmitted by facsimile to the receiving party's facsimile number and, if received on a day that is not a Business Day for the receiving party, on the first Business Day following the date transmitted by facsimile to the receiving party's facsimile number.

14. AMENDMENTS AND SEVERABILITY

14.1 No modification of, or amendment to, the terms and condition of this contract shall be valid unless set out in writing and signed by the authorize representative of each party.

14.2 Unless otherwise agreed by the Parties or prohibited by law, each of the provisions of the Contract is severable and distinct from the others. If at any time during the existence of the contract one or more of its provisions, which is severable and distinct from the others, is determined to be or to have become invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of the contract shall not in any way be affected or impaired; provided that the Parties may renegotiate the terms affected by the severance.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines, without reference to its choice of law rules.

15.2 Any dispute, difference or disagreement arising from this Agreement shall be resolved amicably by the Parties. In the event that efforts at amicable settlement fail, the Parties shall resort to applicable provisions of R.A. No. 9285 or the Alternative Dispute Resolution Act of 2004.

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Mwalinda P. Ambr 4 *[Signature]*

15.3 Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement shall be filed within the proper courts in the City of Pasay and Quezon, Philippines. The parties hereby consent and submit to the exclusive jurisdiction and venue of said Courts.

APPENDICES


ANNEX A: BOQ (Bill of Quantity)

ANNEX B: Office Layout

IN WITNESS WHEREOF, The Parties hereto set their hands at Pasay City Philippines, this 6 6 AUG 2021 day of 6 6 AUG 2021, 2021.

PHILIPPINE STATISTICS AUTHORITY

By:


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

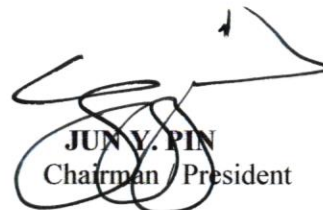
Date:

SIGNED IN THE PRESENCE OF:


ROSALINDA P. BAUTISTA
Assistant Secretary

DON PIN CORPORATION

By:


JUN Y. PIN
Chairman / President

Date: 6 August 2021


Engr. Joseph Tawag
Operations Director

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF PASAY CITY) S.S.

BEFORE ME, Notary Public for and in the City PASAY CITY, this 06 AUG 2021 of 2021, personally appeared the following persons to wit:

NAME

ID NO. DATE/ PLACE OF ISSUE VALID UNTIL

CLAIRE DENNIS S. MAPA, Ph.D.

JUN Y. PIN

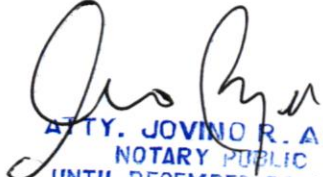
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25 MAY 2019 / DFA MANILA 24 MAY 2029

Known to me the same persons who executed the foregoing instrument and they acknowledged to me that the same to be their free and voluntary act and deed. **IN WITNESS WHEREOF**, I have hereunto set my hand affixed my Notarial Seal at the date first abovementioned.

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Series of 2021

NOTARY PUBLIC


ATTY. JOVINO R. ANGEL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. 7361920/01-04-2021/PASAY CITY
IBP NO. 141069/01-04-2021/PASAY CITY
COMMISSION NO. 17-37 /PASAY CITY
MCLE NO. V-0024151/ 10-25-2016
ROLL NO. 28761



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

Reference No.: NTP-21-07-0736

09 August 2021

JUN Y. PIN

Chairman / President
DonPin Corporation
DPC Bldg., 320 Romy St., Pasay City
Metro Manila

SUBJECT: Notice to Proceed

Dear Mr. Pin:

This has reference to our award of contract engaging your service as the provider of Fit-Out Services (Design and Build Scheme) for the PhilSys Registry Office (PRO) Space in Eton Centris 5 with a contract amount of One Hundred Nine Million Eight Hundred Eighty-Nine Thousand Eight Hundred Nine and 88/100 Pesos Only (Php109,889,809.88), inclusive of appropriate taxes and fees.

Kindly acknowledge receipt and acceptance of this Notice to Proceed by signing at the portion provided below.

Truly yours,

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

plm
DNSLBM/SLR/RPA/AMPA

I acknowledge receipt of this Notice on: 12 August 2021

Name of the Representative of the Bidder: Jun Y. Pin

Authorized Signature: _____



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