

CONTRACT FOR THE DFA DATABASE CENTER PROJECT

KNOW ALL MEN BY THESE PRESENTS:

This Contract for the **DFA Database Center Project** (hereinafter, the **CONTRACT**) entered into in Pasay City, Philippines, this 20th day of 08-15 2012 by and between the:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter, the **DFA**), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented herein by the Honorable Rafael E. Seguis, Undersecretary of Foreign Affairs,

- and -

ADVANCE SOLUTIONS, INC. (hereinafter, the **ADVANCE SOLUTIONS, INC.**), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Room 302, PPL Building, United Nations Avenue corner San Marcelino Street, Paco, Manila, represented herein by its Vice President for Sales and Marketing, **MS. FRITZIE MARIE F. VENTENILLA**, who is duly authorized and empowered to enter into this **CONTRACT** pursuant to Board Resolution/Secretary's Certificate dated _____ and attached hereto as Annex A and made an integral part hereof;

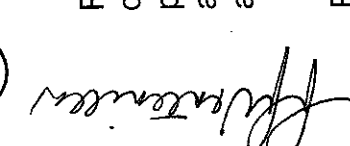
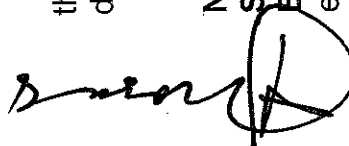
WITNESSETH:

WHEREAS, the DFA intends to establish the **DFA Database Center Project** for the efficient and effective technical management of the databases generated by the different offices of the Department;

WHEREAS, **ADVANCE SOLUTIONS, INC.**, the absolute owner of the **Server, Network Attached Storage, Rack LCD Console with Integrated 8 Port Analog KVM Switch, Windows Server 2008 R2 Enterprise, Microsoft SQL Server 2008 Standard Edition (20 cal)**s described in Section I of this **CONTRACT**, has offered to provide said equipment and software to the DFA;

WHEREAS, the DFA, through competitive public bidding in accordance with Republic Act 9184 and its implementing rules and regulations, has determined that the offer of **ADVANCE SOLUTIONS, INC.** is the most advantageous to the Government as provided in Bids and Awards Committee Resolution No. 132-12 dated 04 July 2012, attached hereto as Annex B, and Notice of Award dated 04 July 2012, attached hereto as Annex C;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties agree and stipulate the following:



II. DURATION OF THE CONTRACT:

This CONTRACT shall take effect and be valid for a period of one (1) year, commencing upon delivery and installation of the leased equipment and software described in Section I and the issuance of the certificate of acceptance by the DFA.

Upon the expiration of this CONTRACT, ADVANCE SOLUTIONS, Inc. shall transfer ownership of said equipment and software to the DFA, subject to the latter's acceptance as indicated in the Terms of Reference of the DFA Database Center Project.

III. GUARANTEE:


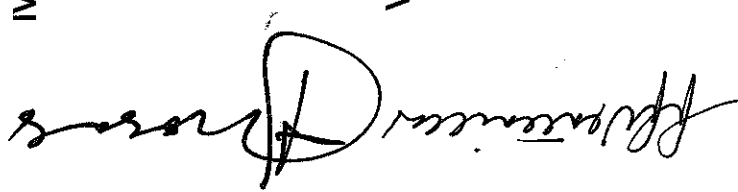
1. **ADVANCE SOLUTIONS, INC** guarantees the quality, genuineness and availability of all the materials and equipment to be supplied and delivered. **ADVANCE SOLUTIONS, INC.** shall make good at its own expense and account, any defect or defects that may be discovered by the DFA.
2. **ADVANCE SOLUTIONS, INC** guarantees all equipment as brand new, in excellent working condition, and of a reputable brand. Refurbished, reconditioned, or cloned equipment are not acceptable.
3. **ADVANCE SOLUTIONS, INC.** guarantees full-replacement of defective equipment and software for at least one (1) month after delivery and acceptance.
4. **ADVANCE SOLUTIONS, INC** guarantees on and off-site technical assistance during the validity of this CONTRACT.

IV. DELIVERY AND PERFORMANCE SECURITY

1. **ADVANCE SOLUTIONS, INC** shall deliver the required equipment and software within thirty (30) calendar days from the signing of this CONTRACT.
2. **ADVANCE SOLUTIONS, INC** shall issue a performance security in the form and amount provided in Rule 39 of the Implementing Rules and Regulations of Republic Act 9184.

V. CONSIDERATION

1. For and in consideration of this CONTRACT, the DFA agrees to pay **ADVANCE SOLUTIONS, INC.** the amount of **One Million Twelve Thousand Six Hundred Fifty Nine Pesos and Forty Eight Centavos Only (P1,012,659.48)**, inclusive of twelve percent (12%) value added tax (VAT) and other lawful charges, payable on a monthly basis for twelve (12) months. The monthly payments will be in the amount of **Eighty Four Thousand Three Hundred Eighty Eight Pesos and Twenty Nine Centavos Only (P 84,388.29)**, payable within thirty (30) days from the submission of the complete supporting documents required to claim payment.
2. The contract price indicated in Paragraph 1 of this Section shall not be increased during the validity of this CONTRACT.




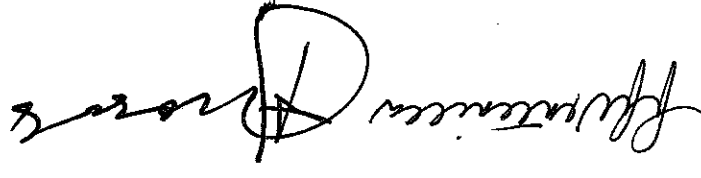
3. Should any equipment or software provided by ADVANCE SOLUTIONS, Inc. be found non-operational, the DFA reserves the right to deduct from the monthly payment indicated in Paragraph 1 of this Section the amount proportionate to the defective equipment or software if ADVANCE SOLUTIONS, Inc. fails, despite timely notice, to repair or replace such defective unit within the period agreed upon by the Parties.

VI. DUTIES AND OBLIGATIONS OF THE DFA

1. The DFA shall pay **ADVANCE SOLUTIONS, INC.** the contract price in accordance with the provisions of **Section V** herein and subject to government accounting and auditing rules and regulations.
2. The DFA shall not sell, dispose, transfer, rent, pledge, mortgage, or otherwise deal with the equipment and software provided by ADVANCE SOLUTIONS Inc. pursuant to this CONTRACT in any way that may prejudice the rights of said company, which shall remain the owner of these units during the period of the lease indicated in Section 1 herein.
3. The DFA shall immediately notify ADVANCE SOLUTIONS Inc. of any claim by third parties over said equipment and software.
4. The DFA shall exercise due care and diligence in the use of said equipment and software, and shall not allow unauthorized persons to operate the same. The DFA may not compel ADVANCE SOLUTIONS Inc. to replace any unit lost, misplaced or otherwise damaged by unauthorized or gross negligent use thereof by the DFA, its employees or representatives.

VII. REPRESENTATIONS AND WARRANTIES

1. **ADVANCE SOLUTIONS, INC.** shall remain as a corporation duly organized and validly existing by virtue of the laws of the Republic of the Philippines, with full power, authority and legal right to execute, deliver and perform its obligations and undertakings under this CONTRACT and each and all of the other instruments and agreements herein mentioned to which it is or will be a party;
2. **ADVANCE SOLUTIONS, INC.** has taken all the necessary and proper governmental, corporate and/or legal action, clearance and approval to authorize the execution, delivery and performance of this CONTRACT;
3. Neither **ADVANCE SOLUTIONS, INC.** nor any person acting or claiming through **ADVANCE SOLUTIONS, INC.**, by assignment or otherwise, shall interfere with the DFA's quiet possession and use of the equipment and software provided in accordance with this CONTRACT;
4. The execution, delivery and performance of this CONTRACT and the other instruments and agreements referred to herein do not violate any provision of law, ordinance, rule, regulation or any judgment, order or decree of any court, tribunal or governmental authority, bureau or agency, or any provision of the Charter or by-laws or other corporate rules of **ADVANCE SOLUTIONS, INC.** or any provision of any contract, agreement, indenture, or other undertaking to which said company is a party.



VIII. EMPLOYEE-EMPLOYER RELATIONSHIP

This CONTRACT does not establish any employer-employee relationship between the DFA, ADVANCE SOLUTIONS Inc., being an independent contractor, and the latter's employees, agents, representatives or sub-contractors.

The DFA or its duly authorized representatives, when it deems necessary, shall have the right to request for an increase in the number of employees assigned by ADVANCE SOLUTIONS, Inc. to provide technical assistance in accordance with this CONTRACT.

IX. INDEMNITY

ADVANCE SOLUTIONS, INC. shall hold the DFA free and harmless from, and hereby binds and obligates itself to indemnify the DFA for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust of, or non-observance or violation of any provision of this Contract by **ADVANCE SOLUTIONS, INC.** and/or any of its employees, agents, representative, or sub-contractor.

X. ASSIGNS AND SUCCESSORS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors-in-interest, provided, however, that **ADVANCE SOLUTIONS, INC.** shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the DFA.

XI. AMENDMENT

Any amendment of this CONTRACT shall be mutually agreed upon by the Parties in writing.

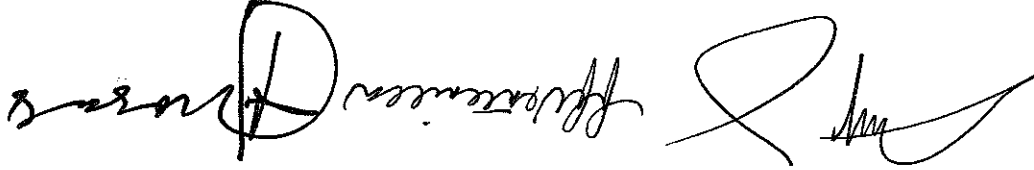
Should DFA require an increase in the equipment and software to be provided by **ADVANCE SOLUTIONS, INC.**, such increase shall be subject to the written agreement of the Parties and in accordance with existing laws and government accounting and auditing rules and regulations.

XII. SEPARABILITY CLAUSE

If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

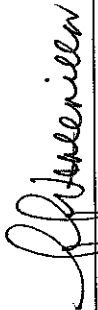
XIII. VENUE OF ACTION

In case of any action brought by one Party against the other Party for the enforcement or interpretation of any provision hereof, the same shall be brought before the proper court in Pasay City, Philippines only.

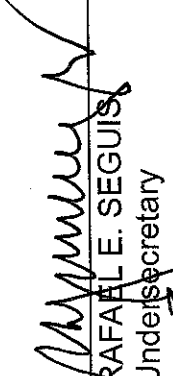
The block contains two handwritten signatures. The signature on the left is written in dark ink and appears to be 'Francisco Torres'. The signature on the right is also in dark ink and is more stylized, possibly reading 'Delfino'.


IN WITNESS WHEREOF, the Parties, through their respective representatives, have executed this CONTRACT on the date and place above stated.

ADVANCE SOLUTIONS, INC.


FRITZIE MARIE F. VENTENILLA
Vice President for Sales and Marketing

DEPARTMENT OF FOREIGN AFFAIRS



RAFAEL E. SEGUIS
Undersecretary

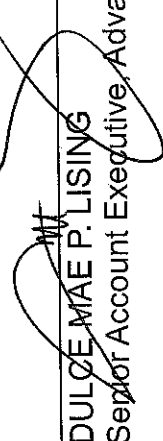


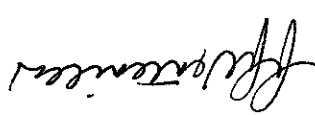

SIGNED IN THE PRESENCE OF:


ALVAR E. ROSALES
Chief Accountant, DFA




VICTORIANO M. LECAROS
Director, CMISD- DFA


DULCE MAE P. LISING
Senior Account Executive, Advance Solutions Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on this ____ day of _____ personally appeared **Honorable RAFAEL E. SEGUIS**, Undersecretary of the Department of Foreign Affairs and FRITZIE MARIE F. VENTENILLA, Vice President for Sales and Marketing of **ADVANCE SOLUTIONS, INC.**, known to me to be the same persons who executed the foregoing **CONTRACT for the DFA Database Center Project**, consisting of eleven (11) pages including the Annexes attached thereto and the page on which this Acknowledgement is written, all pages of which have been signed at the left hand margin by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.

The Philippine Passport/ Community Tax Certificate of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
RAFAEL E. SEGUIS	Passport #00065751	Manila	5/11/2010
FRITZIE MARIE F. VENTENILLA	Passport # XX 08 71729	Manila	4/5/2008

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above written.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2012



REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA

)S.S

SECRETARY'S CERTIFICATE

I, **Maria Cristina T. Suralvo**, of legal age, Filipino and with postal address at Lot 7 Blk. 5 East Cove Village Brgy. Sto Domingo Cainta Rizal., being the duly appointed Corporate Secretary of **ADVANCE SOLUTIONS INC.** (hereinafter the "**Corporation**"), a corporation organized and existing under Philippine laws, with address at the 3/F PPL Bldg. U.N. Avenue corner San Marcelino St. Manila, after having been duly sworn according to law, do hereby depose and say that:

1. That at a special meeting of the Board of Directors of **Advance Solutions, Inc.** held on **September 12, 2012** at which meeting a quorum was present and acted all throughout, the following resolutions were unanimously approved:

Board Resolution No. 001-09-12-12

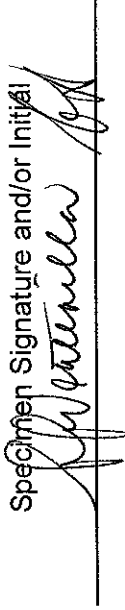
"RESOLVED, AS IT IS HEREBY RESOLVED, that the CORPORATION authorizes as it is hereby authorizes, **MS. FRITZIE MARIE F. VENTENILLA**, Vice President for Sales and Marketing, to represent the Corporation, and to act for and in behalf thereof, each being authorized to sign the contracts, agreements and similar instruments, as authorized supplier for the **DFA DATABASE CENTER PROJECT**.

"RESOLVED, FINALLY, that **MS. FRITZIE MARIE F. VENTENILLA**, has all the authority necessary or incidental to the performance of all acts to effectuate the foregoing authority given for and in behalf of the Corporation which has not been blacklisted by any government agency in its bidding requirements."

Name

FRITZIE MARIE F. VENTENILLA

Specimen Signature and/or Initial



2. That aforesaid resolution is valid, effective and subsisting and has not been revoked, rescinded or cancelled.

AFFIANT FURTHER SAYETH NAUGHT.

MARIA CRISTINA T. SURALVO

Affiant

SUBSCRIBED AND SWORN TO before me in the City of Manila this SEP 14 2012 day of September, 2012 by Maria Cristina T. Suralvo; who has satisfactorily proven to me her identity through her Passport # XX5315866 valid until 18 January 2015, that she is the same person who personally signed before me the foregoing Affiant and acknowledged that she executed the same.

ATTY. PEDRO D. GENATO NOTARY PUBLIC

Notary Public Until Dec. 31, 2013

1150 Gen. Luna St. Ermita Mla.

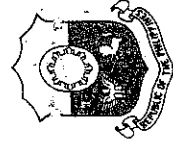
ID# 878138 Mla. 10-14-11 until 2013

PIR # 0279747 Mla. 1-2-2012

Roll# 12088, TIN# 132-436-687

MCLE Compliance III# 0000736/9-8-09

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Series of 2012.



BIDS AND AWARDS COMMITTEE

BAC Resolution No. 132-12

RESOLUTION RECOMMENDING THE AWARD OF CONTRACT FOR THE
DEPARTMENT'S DATABASE CENTER PROJECT

WHEREAS, the Office of the Secretary-Communications (CORATEL) and Management Information System Division (CMISD) proposed the establishment of a DFA Database Center which is envisioned to facilitate the proper technical management of all databases created by the Department and will serve as an off-site back-up database center which requires the supply, and delivery of equipment, as well as the installation of an operating system, and database application for the DFA Database Center under a lease agreement for a period of one (1) year, which will be procured through competitive public bidding for the CY 2012;

WHEREAS, the Office of Fiscal Management (OFM) issued a *Certificate of Availability of Funds* for the DFA Database Center in the amount of **One Million One Hundred Thousand Pesos Only (Php1,100,000.00)** chargeable against CMISD MOOE Funds;

WHEREAS, on 30 May 2012, in compliance with Section 20.1 of the Revised Implementing Rules and Regulations (RIRR) of the Government Procurement Reform Act (R.A. 9184), the BAC with the representatives from OSEC-CMISD conducted a **Pre-Procurement Conference** to discuss the bidding documents, including the Terms of Reference (TOR), scope and contract duration, as well as the schedule of bidding activities for the project;

WHEREAS, in compliance with Section 21.2 of the Revised Implementing Rules and Regulations (RIRR) of the Government Procurement Reform Act (R.A. 9184), the Department of Foreign Affairs (DFA) advertised in Manila Times and posted, for seven (7) consecutive days an **Invitation to Bid** for the Procurement of the DFA Database Center in the DFA Website, PhilGeps and in conspicuous places within the premises of the DFA;

WHEREAS, in response to said advertisements, only two companies, namely, *ePLDT, Inc. (ePLDT)*, and *Advance Solutions, Inc. (Advance Solutions)*, purchased **Bid Documents** in the amount of **Twelve Thousand Five Hundred Pesos Only (Php12,500.00)**;

WHEREAS, on 15 June 2012, in compliance with Section 22 of the RIRR of R.A. 9184, the DFA-Bids and Awards Committee (DFA-BAC), in the presence of the observers from the Internal Audit Services (IAS), Commission on Audit (COA), Coalition Against Graft and Corruption-Bishops-Businessmen's Conference (CAC-BBC) and representatives from the OSEC-CMISD, held a **Pre-Bid Conference** with the prospective bidders to discuss the eligibility requirements and the technical and financial components of the contract to be bid and to allow the bidders to raise or submit written queries or clarifications;

WHEREAS, on 27 June 2012 during the **Opening of Bids**, consistent with Section 23 of the RIRR of R.A. 9184, only **Advance Solutions, Inc.** submitted its sealed **Eligibility and Technical Requirements, and Financial Proposal** envelope and was declared "ELIGIBLE TO BID", as well as "TECHNICALLY COMPLYING";

WHEREAS, the financial bid of the bidder was:

Bidders	Financial Bid
Approved Budget for the Contract	Php 1,100,000.00 (One Million One Hundred Thousand Pesos Only)
Advance Solutions, Inc.	Php 1,012,659.48 (One Million Twelve Thousand Six Hundred Fifty-Nine Pesos and 48/100 Only)

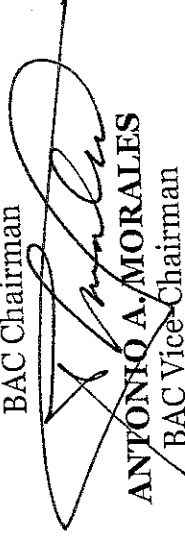
WHEREAS, in compliance with Section 34 of the RIRR of R.A. 9184, *Advance Solutions, Inc.*, after being declared as the company with the ***Lowest Calculated Bid*** underwent ***Post-Qualification*** conducted on 3 July 2012 by the DFA-BAC and representatives of OSEC-CMISD, as the end-user office and was determined to have passed all the criteria for ***Post-Qualification*** and is therefore the company with the ***Lowest Calculated Responsive Bid***;

WHEREFORE, premises considered, the Committee unanimously resolves to recommend to the Head of the Procuring Entity of the Department Foreign Affairs:

- 1.) to award the contract of the Database Center for the Department of Foreign Affairs to ***Advance Solutions, Inc.*** for having submitted the ***Lowest Calculated Responsive Bid*** in the amount of ***Php1,012,659.48***; and
- 2.) to commence ***Contract Negotiation*** with ***Advance Solutions, Inc.*** upon the issuance of the ***Notice of Award***.

ADOPTED this 4th day of July 2012, Pasay City.

JOSEPH GERARD B. ANGELES
BAC Chairman



ANTONIO A. MORALES
BAC Vice-Chairman



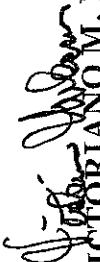
LAMBERTO V. MONSANTO
BAC Member



KRISTINE SEILANI R. SALLE
BAC Member

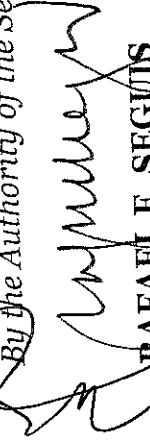


JAN KENNETH E. BOLANTE
BAC Member



VICTORIANO M. LECAROS
BAC Provisional Member
Representative of the End-User

Approved:
By the Authority of the Secretary of Foreign Affairs:



RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity



Kagawaran ng Agnang Pangkalabasan

Department of Foreign Affairs

OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION

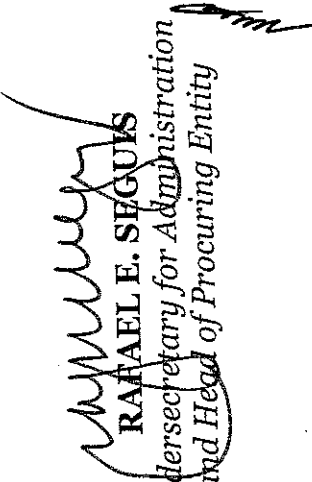
NOTICE OF AWARD

4 July 2012

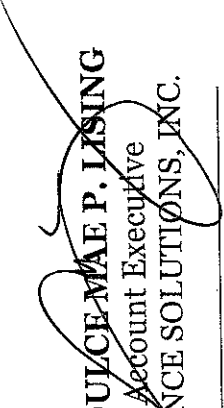
Madamme:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in its Resolution No. 132-12, the Department of Foreign Affairs is awarding the Contract for the Department's Database Center to your firm, **Advance Solutions, Inc.**, in the amount of One Million Twelve Thousand Six Hundred Fifty-Nine Pesos and 48/100 only (**Php1,012,659.48**), inclusive of all taxes and other lawful charges, subject to the successful negotiation and signing of the Contract.

Very truly yours,


RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of Procuring Entity

Conforme:


MS. DULCE MAE P. LISING
Senior Account Executive
ADVANCE SOLUTIONS, INC.
Date: _____