

**MEMORANDUM OF AGREEMENT FOR THE
RENTAL OF ONE (1) MULTI-FUNCTIONAL PRINTER**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

National Privacy Commission, a national government agency created by virtue of Republic Act No. 10173 or the "Data Privacy Act of 2012", with office address at the 5th Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner RAYMUND ENRIQUEZ LIBORO, hereinafter referred to as "FIRST PARTY";

-and-

OTUS COPY SYSTEMS, INC., a stock corporation registered with principal office address at 10F MG Tower, No. 75 Shaw Blvd., Bgy. Daang-Bakal, Mandaluyong City 1552 Metro Manila, herein represented by its President, ERWIN C. MANARPIIS, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH

WHEREAS, the FIRST PARTY conducted a competitive negotiation for the provision of Rent – Equipment – Multifunctional Printer for NPC for two (2) months subject to evaluation of services per National Privacy Commission Terms of Reference¹ with an Approved Budget for the Contract (ABC) of Fifty Three thousand pesos (53,000.00) per year per Schedule of Requirements for the National Privacy Commission.

WHEREAS, during the submission of proposal last October 19, 2020 at National Privacy Commission, Pasay City, the SECOND PARTY submitted its quotation and its proposal had been found to be compliant with the requirements of the FIRST PARTY for an offer amounting to Fifty Two Thousand Eighty Three (52,083.00);

WHEREAS, the SECOND PARTY had been found to have submitted the most Responsive offer and was awarded the contract for the project with contract identification numbers dated October 19, 2020;

WHEREAS, on 11 November 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 062-2020, Recommending the Award of Contract for the Rental of one (1) Multi-Functional Printer (Annex "A" hereof);

WHEREAS, on 11 November 2020, the Head of the Procuring Entity issued the Notice of Award to Otus Copy Systems, Inc. (Annex "B" hereof);

NOW, THEREFORE, IN VIEW OF THE FOREGOING, the PARTIES hereunto agree on the following terms and conditions:

TERMS AND CONSIDERATIONS

- EQUIPMENT SERVICE** : The SECOND PARTY obligates and binds itself to allow the use of One (1) unit(s) Photocopying Machine with Network Printing and Scanning Functions until 7 MARCH 2021 subject to evaluation of services per National Privacy Commission

¹ Annex " _ "

Terms of Reference or until the available fund is exhausted for each calendar year.

Particulars:

No.	Office	No. of Machines	Brand/Model	Serial Number
1	NATIONAL PRIVACY COMMISSION	1	FUJI XEROX ApeosPort-V C5576	

Units of Specifications:

No.	Photocopying Machine	
	Type	● Digital - Multifunction Color Ready
	Design	● Console Type - Laser Technology with Color Ready and Run - Monochrome Capability
	Continuous Printing	● 999 Sheets
	Engine Speed	● 55 copies per minute
	Warm-Up Time	● 28 seconds or Less
	Original Paper Size	● A4 / 8 ½ x 13 ● Short / Legal / 11 x 17 (A3)
	Memory	● 32 GB System Memory + 4 GB RAM
	Hard Drive	● 160 GB or higher
	Copy Paper Size	● A4 / 8 ½ x 13 ● Short / Legal and up to 11 x 17 (A3)
	Paper Weights	● 60-256 gsm
	Paper Supply/Paper Tray	● Four (4) universal paper trays Minimum of 500 sheets per tray and one (1) Universal Bypass Tray
	Print Resolution	● 1,200 dpi x 2,400dpi, 1,200dpi x 1,200dpi
	Reduction/Enlargement	● 25%-400% Reduction/Enlargement
	Copy Output	● Multiple Copy (1-999 continues copy)
	Scanning Resolution	● 600dpi x 600dpi
	Other Features	● Reversible Automatic Document Feeder ● Automatic Duplex Unit for Back to Back Copying

		• Electronic Magnification System
		• Automatic Paper Selection
		• Automatic Exposure System
		• Photo Mode
	Power Consumption	• Not more than 2.3 KW-H
	Accessories	- Side Tray, USB Media Kit, USB Memory Kit

2. SERVICE CHARGES: The FIRST PARTY shall pay the SECOND PARTY rental service charges as follows:

A.	Charges for Two (2) Months (October 17, 2020 to December 31, 2020)	PhP 52, 083.00	
B.	Meter Charges in excess of the free 10,000 B/W pages and 500 Color pages for 2 months	B/W	0.82
		Color	5.50

3. DEPOSIT, DELIVERY AND RELOCATION OF MACHINE:

- a.) The SECOND PARTY shall waive the deposit amount and installation fees for the machines to be installed/reinstalled within National Privacy Commission premises. However, relocation fee of FIVE THOUSAND PESOS (PhP 5,000.00) shall be paid by the FIRST PARTY should it opt to use the SECOND PARTY's logistics assets during transfers and re-installation in new location within Metro Manila only.
- b.) The SECOND PARTY shall fully deliver the equipment to the FIRST PARTY's premises within fifteen (15) calendar days from receipt of the signed Memorandum of Agreement. Delivery shall only be considered complete upon mutual agreement of the parties that the equipment is in working order and upon instruction by the SECOND PARTY's representative as to its basic commands. Otherwise, upon notice to the SECOND PARTY, the FIRST PARTY reserves the right to demand an equivalent, satisfactory alternative to the delivered equipment.

4. CALCULATION OF CHARGES : The representative of the FIRST PARTY and the SECOND PARTY shall in two month on the date of closing shown on the meter reading report enter the meter reading for the month in the report and certify thereunto;

- a.) The FIRST PARTY shall be automatically billed of the guaranteed monthly charges equivalent to 10,000 B/W and 500 Color meter count per month.
- b.) Unit meter charge in excess of the 10,000 B/W and 500 Color page/meter count shall be charged on a per unit-meter basis multiplied by the rates stipulated in 2.

5. PAYMENT OF ACCOUNT : All accounts shall be payable monthly to the SECOND PARTY within fifteen (15) calendar days from the date indicated in the invoice. Acknowledgement of receipt of the consumables by the FIRST PARTY's representative is sufficient to established SECOND PARTY's claim on the FIRST PARTY's order.

6. **OWNERSHIP** : The SECOND PARTY's machines including all their accessories shall remain the property of the SECOND PARTY and the FIRST PARTY undertakes not to claim ownership of title thereof. The FIRST PARTY shall not make alteration on the machines nor sell, dispose, transfer, rent, pledge or mortgage them.
7. **COMPENSATION ON LOSS OR DAMAGES** : After conduct of proper investigation, the FIRST PARTY shall pay the SECOND PARTY for any loss or damage to the SECOND PARTY'S machine and their consumables and spare parts by the FIRST PARTY's grossly willful act or fault, or gross negligence except damages from ordinary wear and tear caused by everyday use and factors beyond control of the FIRST PARTY after satisfaction of due process.
8. **MAINTENANCE SERVICES**
- a.) The SECOND PARTY will make regular inspection and adjustments at least once every month to keep the SECOND PARTY's machine in good working condition;
 - b.) Replacement of parts of the SECOND PARTY's machine shall be supplied and repair of deficient machines shall be effected by the SECOND PARTY without any charge against the FIRST PARTY within five (5) calendar days from receipt of proper notice made by the FIRST PARTY. Servicing shall be done during regular working days and hours only.
9. **MAINTENANCE SUPPLIES** : The FIRST PARTY shall use the consumables provided by the SECOND PARTY. Any damage caused on the machines as a result of, due to, in connection with, or because of the use of unauthorized consumables not supplied by the SECOND PARTY shall be for the account of the FIRST PARTY.
10. **RELOCATION** : The SECOND PARTY's machines shall be installed at a place approved by the SECOND PARTY and the FIRST PARTY, and when relocating the machines within the FIRST PARTY's premises, the FIRST PARTY shall communicate beforehand with the SECOND PARTY that shall carry out the relocation Free of Charge. Relocation to a new location within Metro Manila of FIRST PARTY'S premises shall be borne out and paid by the FIRST PARTY with the SECOND PARTY'S approval. The SECOND PARTY's relocation rate within Metro Manila only are as follows:

Single-use , inclusive of Van, Driver, Crew and Other Incidental Expenses during Regular Working Days and Hours and within Metro Manila only	Php 7,500.00
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Should the FIRST PARTY opt to transport the machines themselves, it is understood that the FIRST PARTY shall be liable for any damage or loss of the machines including parts, consumables and accessories therein.

11. **CONTRACT EFFECTIVITY** : This agreement shall commence upon installation at the locations set forth by the FIRST PARTY and shall be for a term until 7 January 2021 to 7 MARCH 2021 subject to evaluation by the FIRST PARTY or until the fund is exhausted for the calendar year, whichever comes first.

12. **TERMINATION OF CONTRACT** : This Agreement may be terminated any time, in case either PARTY violates any of the provision of this Agreement subject to prior notice to the other PARTY. Notice of termination shall be made in writing within thirty (30) calendar days prior the intended date of termination.

- a.] Upon cancellation or termination of this Agreement as herein provided, the FIRST PARTY shall return the SECOND PARTY's machines and their accessories to the SECOND PARTY upon formal demand.
- b.] Upon termination of this Agreement, all unpaid obligations of the FIRST PARTY to the SECOND PARTY shall thereupon become immediately due and demandable.

13. **DISPUTE RESOLUTION** : In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration, in accordance with the rules provided in Republic Act No. 9285 or the Alternative Dispute Resolution Law.

If any party contends that a claim cannot be submitted to alternative dispute resolution, that party shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all courts.


14. If any conditions or provision of this Agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.

15. **CONTRACT MODIFICATION** : Any modification in the terms and conditions of this Contract shall be binding only when agreed upon in writing by both parties

IN WITNESS WHEREOF, we hereunto set our hands this 28th day of DECEMBER 2020 at NATIONAL PRIVACY COMMISSION

NATIONAL PRIVACY COMMISSION

By:


RAYMUND E. LIBORO
PRIVACY COMMISSIONER

OTUS COPY SYSTEMS, INC.

By :


ERWIN C. MANARPIIS
GM for South Manila Operations

SIGNED IN THE PRESENCE OF


JENNIFER L. CALAYAG
PSO for South Manila
Operations



Republic of the Philippines
 NATIONAL PRIVACY COMMISSION
 BIDS AND AWARDS COMMITTEE
 Resolution No. 062-2020, Series of 2020

RECOMMENDING THE AWARD FOR THE RENTAL OF ONE (1) MULTI-FUNCTIONAL PRINTER

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to enforce data privacy protection;

WHEREAS, NPC is mandated to administer and implement the provisions of the Data Privacy Act of 2012 (DPA) and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, in order to effectively pursue its mandate, the management identified the need to rent one (1) multi-functional printer for use in its day-to-day operations;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing in the Annual Procurement Plan (APP) under APP Item No. 2020-0114 with Small Value Procurement (SVP) as the mode of procurement and an Approved Budget for the Contract (ABC) amounting Php53,000.00;

WHEREAS, a Request for Quotation (RFQ) was posted in the PhilGEPS, NPC website and NPC BAC Bulletin Board, and was sent to three (3) suppliers: Printcore Office Systems, Inc., Philcopy, and Otus Copy Systems, Inc.;

WHEREAS, two (2) suppliers (Cron Office Systems Inc. and Otus Copy Systems, Inc.) submitted their quotations, the BAC then made its evaluation and determined that the lowest calculated and responsive quotation is that of Otus Copy Systems, Inc. at Php52,083.00, passing the technical, legal and financial requirements mandated under Republic Act No. 9184 (R.A. 9184) otherwise known as the Government Procurement Reform Act and on terms that are most favorable to the government;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC hereby RESOLVE, as it is hereby RESOLVED, to recommend to the Head of the Procuring Entity (HoPE), for his consideration and approval, the award of contract for the rental of one (1) multi-functional printer to Otus Copy Systems, Inc., having submitted the lowest calculated and responsive quotation in the total amount of FIFTY-TWO THOUSAND EIGHTY THREE AND 0/100 (Php52,083.00).

RESOLVED this 29th day of October 2020, through video conference meeting.

ATTEST:

Sgd.
MR. ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

Sgd.
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

Ragsag Jonathan Rudolph Yandan
Digitally signed by Ragsag Jonathan Rudolph Yandan
Date: 2020.11.11 09:48:03 +08'00'
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

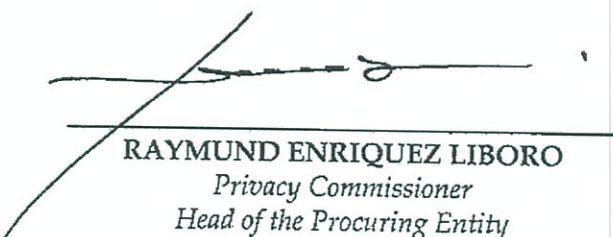
Mendoza Ma Josefina Eusebio
Digitally signed by Mendoza Ma Josefina Eusebio
Date: 2020.11.10 09:01:03 +08'00'
ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member

[On Official Business]

ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

Patula Maria Theresita Elnar
Digitally signed by Patula Maria Theresita Elnar
Date: 2020.11.09 17:49:39 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 11 NOV 2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

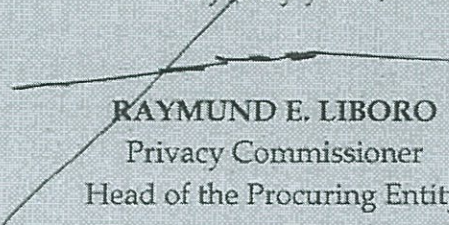
11 NOV 2020

Ms. Jennifer Calayag
Project Support Officer
Otus Copy Systems, Inc.
10th floor MG Tower,
75 Shaw Blvd., Mandaluyong City

Dear Ms. Calayag:

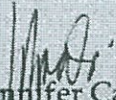
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 062-2020 series of 2020, the contract for the rental of one (1) multi-functional printer amounting to **FIFTY-TWO THOUSAND EIGHTY THREE AND 0/100 (Php52,083.00)**, VAT inclusive, is awarded to Otus Copy Systems, Inc., consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity

11 NOV 2020

Conforme:


Ms. Jennifer Calayag
Project Support
Otus Copy Systems, Inc.

Date: Nov. 16, 2020