



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION  
**BIDS AND AWARDS COMMITTEE**  
Resolution No. 020-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR RENT OF HIGH VOLUME  
SCANNER**

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

**WHEREAS**, there is a need to preserve the documents of NPC necessitating the procurement of rent of High Volume Scanner under APP Item No. 2021-0006 with an Approved Budget for the Contract (ABC) amounting to Php439,000.00;

**WHEREAS**, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the Government Procurement Reform Act, recognizes Small Value Procurement as a method of procuring goods where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR, provided, that in case of goods, the procurement does not fall under shopping in Section 52 of this IRR;

**WHEREAS**, a Request for Quotation (RFQ) was posted in the PhilGEPS and NPC website as well as the NPC bulletin board, and was likewise sent to several suppliers, namely: Micro Imaging Ph, Micro Data, Cron Enterprise, and American Technologies, Inc. However, the latter 3 failed to submit their quotations and only American Technologies, Inc. and Pantronics International Corporation was able to submit their bids;

**WHEREAS**, the BAC members proceeded to evaluate the quotations submitted and determined that American Technologies, Inc. submitted the lowest calculated and responsive quotation at a bid price of Php392,000.00, passing the technical, legal and financial requirements mandated under R.A. 9184;

**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 the award of contract for rent of High Volume Scanner to American Technologies, Inc., with the lowest calculated and responsive quotation in the total amount of Three Hundred Ninety-Two Thousand and 0/100 Pesos (Php392,000.00).

**RESOLVED** this 19<sup>th</sup> day of February 2021, through video conference meeting.

ATTEST:

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

*On official business*  
**ATTY. AURELLE DOMINIC E. NARAG**  
*Executive Assistant IV*  
*BAC Member*

*On sick leave*  
**JONATHAN RUDOLPH Y. RAGSAG**  
*OIC-Chief, DSTSD*  
*BAC Member*

Mendoza Ma  
Josefina Eusebio  
Digitally signed by Mendoza  
Ma Josefina Eusebio  
Date: 2021.03.01 08:20:41  
+08'00'  
**ATTY. MA. JOSEFINA E. MENDOZA**  
*OIC-Division Chief, Legal Division*  
*BAC Member*



Digitally signed by  
Villasoto Ivy Grace Torres  
Date: 2021.03.01 09:01:52  
+08'00'

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

Patula Maria  
Theresita Elnar

Digitally signed by Patula Maria  
Theresita Elnar  
Date: 2021.02.26 20:16:49 +08'00'

**ATTY. MARIA THERESITA E. PATULA**  
*Director IV, LEO*  
*BAC Chairperson*

Approved:



**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner*  
*Head of the Procuring Entity*  
Date: 04 MAR 2021





Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

## NOTICE OF AWARD

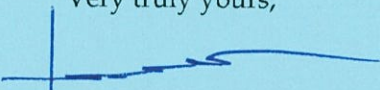
04 MAR 2021

**Mr. Jonathan Agda**  
*Sr. Account Manager*  
American Technologies, Inc.  
5 Ideal cor. McCollough St.  
Addition Hills, Mandaluyong City

Dear Mr. Agda:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 020-2021 series of 2021, the contract for the procurement of Rental of High Volume Scanner amounting to THREE HUNDRED NINETY-TWO THOUSAND AND 0/100 PESOS (Php392,000), VAT inclusive, is awarded to American Technologies, Inc., consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

  
**RAYMUND E. LIBORO** - *sgd Arp.*  
Privacy Commissioner  
Head of the Procuring Entity

04 MAR 2021

Conforme:

**Mr. Jonathan Agda**  
*Sr. Account Manager*  
American Technologies, Inc.  
Date: \_\_\_\_\_

# LEASE CONTRACT

## Rental of High-Volume Document Scanner

This Contract of Lease made and executed this 22nd day of April 2021, City of Pasay City by and between:

**AMERICAN TECHNOLOGIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at **ATI Bldg., #5 Ideal corner McCollough Streets, Addition Hills, Mandaluyong City**, represented herein by **MR. JONATHAN M. AGDA, Sr. Account Manager** and hereinafter referred to as the "**LESSOR**".

and

**NATIONAL PRIVACY COMMISSION**, an agency of the Government of the Philippines, with office address at **5th Floor, Ang Kiukok Hall, PICC Delegation Building, PICC Complex, Roxas Boulevard, Manila**, represented herein by **MR. RAYMUND E. LIBORO, PRIVACY COMMISSIONER** hereinafter referred to as the "**LESSEE**".

### WITNESSETH:

That, for and in consideration of the payment of lease and the faithful compliance by the **LESSEE** of all the stipulations and covenants hereinafter contained, the **LESSOR** has agreed to lease unto the **LESSEE** the following **EQUIPMENT**:

Description	Unit	Quantity
High-Volume Document Scanner	1	7

### 1. REQUIRED SPECIFICATIONS:

#### 1.1 High-Volume Document Scanner

Scanning Speed: 65ppm / 130ipm  
Scanner Type: Automatic Document Scanner  
Scanning Method: Contact Image Sensor  
Scanning Side: Simplex / Duplex / Double Exposure  
Image Output: Binary, Greyscale (8 bit), Color, MultiStream  
Document Size Minimum: 1.9 in. x 2.1 in.  
Document Size Maximum: 8.5 in. x 220 in.  
Feeding Capacity: 100 sheets  
Daily Duty Cycle: 8,000 sheets  
Image Capture Plus, ISIS & TWAIN Driver, User Utility Software  
End-user have the discretion to delete saved scanned documents

### 2. PURPOSE



The equipment described above shall be for the exclusive use of the **LESSEE** for the delivery during the period of effectivity of this contract.

### 3. ANNEXES

The **PARTIES** agreed that duly approved Terms of Reference, the Technical and Financial Proposals of the **SUPPLIER**, and all the bidding documents in relation to this procurement project are deemed integral part of this Agreement/Contract.

### 4. TERM

The term of this lease shall commence from the signing of contract until 31 December 2021.

### 5. RENTAL RATE

The total rate for the leased equipment shall be **THREE HUNDRED NINETY TWO THOUSAND PESOS (Php 392,000.00)** and payment shall be on a monthly basis to be processed upon receipt of billing from the **LESSOR**, inclusive of taxes and other charges i.e. cost of delivery.

### 6. DELIVERY

The **LESSOR** shall fully deliver the equipment to the **LESSEE's** premises within fifteen (15) calendar days from receipt of the signed Contract. Delivery shall only be considered complete upon acceptance by the NPC that the equipment is in working order. Otherwise, upon notice to the **LESSOR**, the **LESSEE** reserves the right to demand an equivalent, satisfactory alternative to the delivered equipment.

### 7. PROVISION OF SERVICE MAINTENANCE OF EQUIPMENT

The **LESSOR** shall provide the following maintenance and technical support services to the **LESSEE**:

- a) Adequate supply of parts and consumables for the duration of the contract period. The cost of transportation of the maintenance crew, repair, replacement, parts, and other incidental expenses shall be part of the rental rate above stated.
- b) Immediate action/assistance within 24 hours upon report by the authorized personnel of NPC in order not to delay the output requirements of the office. A back-up unit shall be automatically provided in case of pulling out the equipment for repair.
- c) Conduct monthly regular check-up of the units to ensure their operability and shall submit in this regard a report to the Chief Administrative Services Division of NPC. This shall form part of the bases in the processing of monthly payment.
- d) Continuous improvement of rental system with model upgrading or provision of back-up unit, whichever is best, at no extra cost for the **LESSEE** to ensure a safe and reliable functioning equipment.
- e) Continuously provide the supplies requirement, maintenance, repair and ensure one hundred percent (100%) performance of the equipment until the expiration of the lease term.

- f) The service to be performed under this support shall not include damages caused by the gross negligence or intentional acts of NPC personnel. A service fee will be charge to the LESSEE.

#### 8. PROVISION ON PRE-TERMINATION

Upon prior notice and an adequate period for the LESSOR to rectify its fault, the LESSEE reserves the right to pre-terminate the contract on the ground of LESSOR's failure to ensure satisfactory performance of the equipment. In such case, the LESSOR shall return any rental payment made by the LESSEE on a pro-rata basis.

#### 9. PROVISION ON ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, 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.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be signed by their duly authorized representatives on this 26th day of April, 2021 at Pasay City.

BY:



**RAYMUND E. LIBORO**  
Privacy Commissioner

Digitally signed by  
Patula Maria  
Theresita Enar  
DN: cn=Patula Maria  
Theresita Enar,  
o=Privacy Commission,  
ou=Pasay City

BY:



**JONATHAN M. AGDA**  
Authorized Representative

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

REPUBLIC OF THE PHILIPPINES  
City of \_\_\_\_\_ ) S.S

### ACKNOWLEDGMENT

Before me, Notary Public for and in the City of Pasay City, Philippines, personally appeared:

Name	Competent Proof of Identity	Date Issued	Place Issued
<u>RAYMUNDO ENRIQUEZ LIBORO</u>	[REDACTED]		
JONATHAN M. AGDA	[REDACTED]		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, and acknowledged to me that the same is their free and voluntary act and deed and that of the corporations they represent. The said Agreement consisting of FOUR (4) pages is signed by the parties and witnesses on each and every page thereof including the page on which is this acknowledgement is written.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this APR 27 2021 of \_\_\_\_\_, 2021 at Pasay City City.

Doc. No. 176 ;  
Page No. 37 ;  
Book No. 1 ;  
Series of 2021.

Patufa Maria  
Theresita Elnar  
Digitally signed by: Patufa Maria  
Theresita Elnar  
Date: 2021.04.28 11:22:51 +0800

**ATTY. JOAN THERESE C. MEDALLA**  
Notary Public for Pasay City  
Commission Order No. 20-35  
(Until December 31, 2021)  
Roll of Attorneys No. 73558  
IBP OR No. 142932 / 01-07-2021 / Quezon City  
PTR No. 7075049 / 01-07-2021 / Pasay City  
Admitted to the Philippine BAR on June 19, 2019  
5F Delegation Building, PICC, Roxas Boulevard, Pasay City





Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NOTICE TO PROCEED**

Date Issued: 29 APR 2021

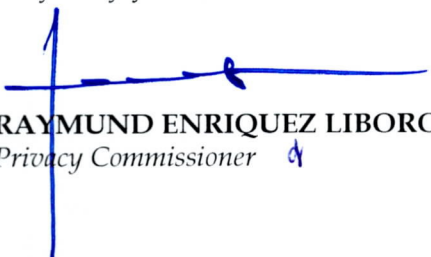
**MR. JONATHAN AGDA**  
*Sr. Account Manager*  
American Technologies, Inc.  
5 Ideal cor. McCollough St.,  
Addition Hills, Mandaluyong City

Dear Mr. **AGDA**:

Notice is hereby given to **AMERICAN TECHNOLOGIES, INC.** for the commencement of the **Rental of High Volume Scanner** at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Contract.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,

  
**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner*

I acknowledge receipt of this notice on 29 Apr 2021  
Name of the authorized representative of the Bidder Jonathan M. Agda  
Signature of the authorized representative 