



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
Resolution No. 017-2021, Series of 2021

RECOMMENDING THE AWARD OF CONTRACT FOR THE RENTAL OF MULTI-FUNCTIONAL PRINTER

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

WHEREAS, to help NPC employees in their daily tasks there is a need to rent a multi-functional printer under APP 2021-0007 with an Approved Budget for the Contract (ABC) amounting to Php 600,000.00;

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, the NPC website as well as the NPC bulletin board, and was likewise sent to several suppliers, namely: U-BIX Corporation, CopierOnLine Philippines Inc., Printcore Office Systems Inc., and Otus Copy Systems Inc., with U-BIX Corporation failing to submit its quotation;

WHEREAS, the BAC members proceeded to evaluate the quotations. However, it was noted that Printcore Office Systems Inc. failed to attach its Secretary's Certificate in their submitted Omnibus Sworn Statement, leaving CopierOnLine Philippines Inc. and Otus Copy Systems Inc. as the eligible bidders, with Otus Copy Systems Inc. having the lowest calculated and responsive bid amounting to Php 372,400.00 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 the rental of Multi-functional Printer to Otus Copy Systems Inc., with the lowest calculated and responsive quotation in the total amount of Three Hundred Seventy-Two Thousand Four Hundred and 0/100 Pesos (Php372,400.00).

RESOLVED this 18th day of February 2021, 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
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Digitally signed by Ragsag
Jonathan Rudolph Yandan
Date: 2021.02.25 21:53:32
+08'00'

Mendoza Ma
Josefina Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member

Digitally signed by Mendoza
Ma Josefina Eusebio
Date: 2021.02.26 08:47:47
+08'00'




Digitally signed by
Villasoto Ivy Grace Torres
Date: 2021.02.25 15:41:09
+08'00'

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

On official business
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

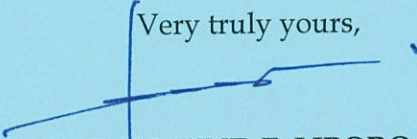
04 MAR 2021

Mr. Erwin Manarpiis
Authorized Representative
Otus Copy Systems, Inc.
10/F MG Tower,
75 Shaw Blvd., Mandaluyong City

Dear Mr. Manarpiis:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 017-2021 series of 2021, the contract for the procurement of Rental of Multi-Functional Printer amounting to THREE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED AND 0/100 PESOS (Php372,400.00), 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

04 MAR 2021

Conforme:

Mr. Erwin Manarpiis
Authorized Representative
Otus Copy Systems, Inc.
Date: _____

CONTRACT
RENTAL OF TWO (2) MULTI-FUNCTIONAL PRINTERS

KNOW ALL MEN BY THESE PRESENTS:

This Contract is 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, Delegation Building, 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 has expressed their requirement for the rental of a multi-functional printer through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS the SECOND PARTY has participated in the bidding process of a Small Value Procurement for the abovementioned service by submitting a quotation and other pertinent documents;

WHEREAS, the SECOND PARTY submitted a quotation to the NPC Bids and Awards Committee (BAC) and upon evaluation, the same had been found to be compliant with the requirements of the FIRST PARTY as stated in the Terms of Reference supporting the Purchase Request (Annex A) of the End-User with an Approved Budget for the Contract amounting to Six Hundred Thousand Pesos (P600,000);

WHEREAS, upon the recommendation of the NPC BAC, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 017-2021 and issued a Notice of Award to the SECOND PARTY for the provision of two (2) Rent - Equipment - Multifunctional Printer to NPC for a period of one (1) year for a total awarded amount of Three Hundred Seventy Two Thousand Four Hundred Pesos (Php372,400);

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

TERMS AND CONDITIONS

- 1. EQUIPMENT SERVICE:** The SECOND PARTY obligates and binds itself to allow the use of Two (1) unit(s) Photocopying Machine with Network Printing and Scanning Functions until December 31, 2021 subject to evaluation of services per National Privacy Commission Terms of Reference or until the available fund is exhausted for each calendar year.

Particulars:

Particulars:

No.	Office	No. of Machines	Brand/Model
1	NATIONAL PRIVACY COMMISSION	2	FUJI XEROX ApeosPort V C5576R

2. **TECHNICAL SPECIFICATIONS AND SUPPLIER OBLIGATIONS** - The SEOND PARTY shall commit to comply with the terms and conditions herewith mentioned in the attached Terms of Reference stated in Annex A which shall form an integral part of this Contract.


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, in case of transfer of the machines to areas other than where it was installed by the SECOND PARTY, a 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 Contract. 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. **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.

5. **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.

6. **MAINTENANCE SERVICES**

- a. In addition to the Supplier Obligations indicated in the attached TOR, the SECOND PARTY shall conduct 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 three (3) calendar days from receipt of proper notice made by the FIRST PARTY. Servicing shall be done during regular working days and hours only. 

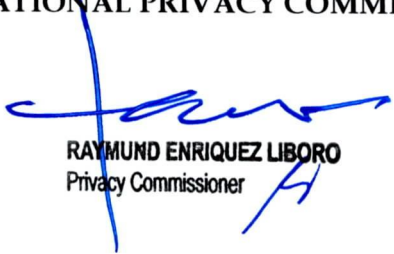
7. **MAINTENANCE SUPPLIES:** The FIRST PARTY shall use the consumables provided by the SECOND PARTY. Any damage caused on the machines as a result of, due to, in connection with, or because of the use of unauthorized consumables not supplied by the SECOND PARTY shall be for the account of the FIRST PARTY.
8. **CONTRACT EFFECTIVITY:** This Contract shall commence upon installation at the locations set forth by the FIRST PARTY and shall be for a term until December 31, 2021 subject to evaluation by the FIRST PARTY or until the fund is exhausted for the calendar year, whichever comes first.
9. **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 Contract as herein provided, the FIRST PARTY shall return the SECOND PARTY's machines and their accessories to the SECOND PARTY upon formal demand.
 - b) All unpaid obligations of the FIRST PARTY to the SECOND PARTY shall thereupon become immediately due and demandable.
10. **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.
11. If any conditions or provision of this Contract is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.
12. 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.
13. **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 30th day of APRIL 2021 at PASAY CITY.




NATIONAL PRIVACY COMMISSION

By:



RAYMUND ENRIQUEZ 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

By:

By:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
City of _____)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

	NAME	ID TYPE	ID NO.	DATE OF EXPIRY
1				
2	ERWIN C. MANARPIIS			

Known to me and to me known to be the same persons who executed the foregoing instrument they acknowledge before me as their free and voluntary act and deed. This instrument consists of _____ pages including this page wherein this Acknowledgment is written, and is signed by the parties and their instrumental witness on each and every page hereof.

MAY 07 2021

WITNESS MY HAND AND NOTARIAL SEAL on this _____ day of _____,
2021 at QUEZON CITY

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [_____] , [_____]]
IBP No. _____ [_____] , [_____]]

Doc. No. 128
Page No. 22
Book No. 2021
Series of 2021

Rogelio J. Bolivar
ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Adm. Not. Com. No. NP-124 1/12-19 until 12-31-2020
Commission Extended until June 30, 2021
as per SC ENGANO B.M No. 3795 12/1/2020
IBP O.R No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R No. 0695112 D 1/4/21 / Roll No. 53832 / TIN# 129-871-006
MCLE V-028583 valid from 12/15/19 Valid until 04/14/22/Quezon City
Address: 31-F Harvard St., Cubao, Q.C.