

CONTRACT AGREEMENT

For One Job Supply of Photocopying Machine Services to the NEDA Central Office Under a Three-Year Service Agreement

THIS AGREEMENT, made this 09 JUL 2019 day of 2019 by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 St. Josemaria Escriva Drive, Ortigas Center, Pasig City, duly represented herein by **UNDERSECRETARY JOSE MIGUEL R. DE LA ROSA**, hereinafter referred to as the "**Procuring Entity**";

- and -

OTUS COPY SYSTEMS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 10/F MG Tower, No. 75 Shaw Blvd. Brgy. Daang-Bakal, Mandaluyong City, duly represented herein by President, **ERWIN C. MANARPIIS**, hereinafter referred to as the "**Service Provider**";

WHEREAS, upon invitation by the Procuring Entity, the Service Provider submitted a bid for the One Job Supply of Photocopying Machine Services to the NEDA Central Office Under a Three-Year Service Agreement in the contract amount of *Sixty-Nine Centavos (PhP 0.69) per copy*, inclusive of all applicable government taxes and charges (hereinafter referred to as the "**Contract Price**").

WHEREAS, the Procuring Entity accepted the bid from the Service Provider through NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) under Resolution No. 19 (2019), which was approved by the Head of the Procuring Entity on 28 June 2019;

NOW THEREFORE, for and in consideration of the abovementioned premises, the Procuring Entity and the Service Provider hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Bid Documents consisting of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General and Special Conditions of the Contract;
 - v. Schedule of Requirements and Technical Specifications; and
 - vi. Terms of Reference (TOR)
 - (b) Service Provider's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (c) Bid Bulletin Nos. 01, and 02 issued on 03 May 2019 and 14 May 2019, respectively;
 - (d) Performance Security No. G(13)114453 dated 03 July 2019 issued by The Premier Insurance & Surety Corporation;
 - (e) NBAC-GIP Resolution No. 19 (2019);
 - (f) Abstract of Bids;
 - (g) Detailed Evaluation and Post-Qualification Evaluation Report;



- (h) Notice of Award with the Service Provider's *Conforme* thereto;
- (i) Notice to Proceed (NTP);
- (j) Amendment to the Contract, if any;
- (k) Other contract documents that may be required by existing laws and/or the Procuring Entity;

PERIOD OF THE AGREEMENT

3. This Agreement shall be for a period of three (3) years, commencing within thirty (30) calendar days upon receipt of the NTP by the **Service Provider** or on **09 August 2019, whichever comes later**, as follows:

First Contract	-	09 August 2019 to 08 August 2020;
Second Contract	-	09 August 2020 to 08 August 2021; and
Third Contract	-	09 August 2021 to 08 August 2022.

The undertaking shall remain in full force and effect for the remaining two (2) years, subject to the condition that the **Service Provider** has rendered satisfactory performance for every contract period as determined/assessed by the **Procuring Entity** and posted the required performance security;

OBLIGATIONS OF THE SERVICE PROVIDER

4. In consideration of the payments to be made by the Procuring Entity to the Service Provider, the Service Provider hereby covenants to complete the delivery, actual installation, and configuration of the thirty (30) units digital photocopying machines including training of NEDA key operators within thirty (30) calendar days upon receipt of the Notice to Proceed or on August 09, 2019, whichever is later.
5. The Service Provider shall:
- a. Provide thirty (30) units digital photocopying machines with the following features:

Features	Requirements
Speed	55 print per minute (ppm) for all units
Color	Black (Mandatory)
Mechanical Features	Can sort at least thirty (30) sets
	4 Trays (500 Sheets Capacity)
	Size: Short, A4, Legal & A3
IT Features	Local Area Network (LAN) connection module or with Network Interface Card (NIC) for network printing.
	Password protection

- b. Provide repair and maintenance services, including replacement of parts at no cost to the **Procuring Entity**. Inspection and servicing of the digital photocopiers shall also be conducted twice a month, or as often as may be required.
- c. Repair defective units within three (3) calendar days upon receipt of notice from the General Services Division - Communications and Records Section (GSD-CRS).
- d. Provide a replacement unit of similar or upgraded model within 24 hours from receipt of notice from GSD-CRS and assessment by the Service Provider that the digital photocopying machine is beyond repair or dilapidated.

A unit shall be declared dilapidated in case of the following condition(s):

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- i. The unit was repaired more than three times during the duration of the contract.
 - ii. The cost of repair amounts to 30% or more of the cost of machine or a major part/component of the machine has to be replaced such as drum, vertical & horizontal transport system or developer assembly
 - iii. Obsolescence of the unit/model.
 - e. Provide operations and maintenance manual of the equipment, free of charge, to the Procuring Entity's personnel who will be assigned as key operators of the copying machines.
 - f. Configure the machines for network printing and scanning in coordination with the NEDA-ICTS.
 - g. Submit their Billing Statement within ten (10) calendar days after the end of each month of service. Compliance thereto is a criteria for the evaluation of the Service Provider's performance.
6. If the Service Provider fails to deliver any or all of the goods and/or services within the period(s) specified in this Agreement, the Procuring Entity shall, without prejudice to its other remedies under this Agreement and under the applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the undelivered/unperformed portion of the goods/services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Procuring Entity may rescind or terminate the Agreement, without prejudice to other courses of action and remedies available under the circumstances.

OBLIGATIONS OF THE PROCURING ENTITY

7. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under the provisions.
8. The Procuring Entity shall:
 - a. Check and ensure, through the NEDA Inspectorate Team, that the Service Provider complies with the specifications and conditions of the Contract upon delivery of the units.
 - b. Closely monitor and ensure the smooth operation of all equipment delivered, through the GSD-CRS of the Administrative Staff as the implementing unit of the project.
 - c. Impose penalties for non-performance or incomplete services by the Service Provider.
 - d. Request for additional copier (black/colored) as may be necessary.
 - e. Assist in the network printing and scanning configuration of the machines by the Service Provider;
 - f. Forfeit the Service Provider's performance security/bond in case of, but not limited to, the following instances:
 1. Defective/Dilapidated units were left unattended for repair/replacement for more than three (3) calendar days upon receipt of complaint from the GSD- CRS.

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2. Failure on the part of the Service Provider to deliver the total number of units required in the contract.
3. Violation of other terms and conditions in the Contract.
- g. Conduct yearly assessment/evaluation of the Service Provider. The Procuring Entity, however, may renew the contract for another year depending on the Service Provider's performance.
- h. Make rental payment on a per copy basis upon submission of monthly billing statement by the Service Provider and issuance of Certificate of Satisfactory Service by GSD-CRS.

The monthly total billing charge shall be computed as follows:

Actual total number of copies reproduced multiplied by price per copy, then less one (1) percent for the spoilage.

AMENDMENT

9. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Service Provider.

ALTERNATIVE DISPUTE RESOLUTION

10. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.

VENUE IN CASE OF SUIT

11. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first before written.

NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

Represented by:


JOSE MIGUEL R. DE LA ROSA
Undersecretary for Central Support Office

OTUS COPY SYSTEMS, INC.

Represented by:


ERWIN C. MANARPIIS
President

SIGNED IN THE PRESENCE OF:


MA. MONICA P. PAGUNSAN

Director IV
Administrative Staff, NEDA
12 St. Josemaria Escriva Drive, Ortigas Center,
Pasig City


PAUL RYAN D. CARINGAL

General Manager for East Manila
Operations
Otus Copy Systems, Inc.
10/F MG Tower, No. 75 Shaw Blvd. Brgy.
Daang-Bakal, Mandaluyong City

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

) S.S.

QUEZON CITY

JUL 11 2019

BEFORE ME, a Notary Public for and in _____ this _____ 2019, personally appeared the following with their respective proofs of identity indicated beside their names:

NAME

PROOF OF IDENTITY

Jose Miguel R. De La Rosa

Official Passport # S0012632A

Erwin C. Manarpiis

Passport # P5353326A

known to me to be the same persons who executed the foregoing Agreement consisting of five (5) pages, including this Acknowledgment, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the entities which they respectively represent.

WITNESS MY HAND AND SEAL, on the day, year and place above written.

Doc. No. 84;
Page No. 9;
Book No. XIV;
Series of 2019.


ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

AM Adm. Not. Com. No. NP-124 1-12-19 until 12-31-2020
IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020
PTR O.R. No. 7376155 C 1-7-19 / Roll No. 33832 / TIN# 129-871-009
MCLE No. V-0019296 valid from 04/15/2016 until 04/14/2019/PASIG CITY
Address: 31-F Harvard St. Cubao, Q.C.