

**CONTRACT AGREEMENT FORM No. 2020-3-018**

**SUPPLY OF PRINTING SERVICES  
(HIGH SPEED PRINTER CAPABLE OF PRINTING AT LEAST 55PPM TO 75PPM)  
FOR A PERIOD OF ONE (1) YEAR**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this \_\_\_\_ day of October 2020 at Pasay City, Metro Manila, Philippines by and between:

**SECURITIES AND EXCHANGE COMMISSION**, a government agency created by virtue of Commonwealth Act No. 83, with office address at Secretariat Building, PICC Complex, Pasay City, represented herein by its Information and Communications Technology Department OIC-Director **OLIVER V. CHATO**, duly authorized to sign contract under SEC Office Order No. 271, Series of 2019, a copy of which is hereto attached as annexes "A", hereinafter referred to as the "**SEC**";

**-AND-**

**OTUS COPY SYSTEMS INC. (OTUS)**, a domestic corporation duly registered and existing under the laws of the Philippines, with principal office address at UD8-9 David Building 2, 567 Shaw Blvd., Mandaluyong City herein represented by the General Manager for South Manila Operation, **ERWIN C. MANARPIIS**, who is duly authorized to sign this contract as indicated in the Authority of Signatory dated June 30, 2020, a copy of which is hereto attached as Annex "B", hereinafter referred to as "**OTUS**";

**WITNESSETH:**

**WHEREAS**, the SEC Bids and Awards Committee (BAC) conducted a public bidding for the project, **Supply of Printing Services (High Speed Printers capable of Printing at least 55ppm and 75ppm for a period of one (1) year)** with an Approved Budget for the Contract of Php 6,000,000.00;

**WHEREAS**, per SEC Advisory subjecting the SEC premises in the PICC for disinfection, the BAC issued Bid Bulletin, re-scheduling the bidding activities as follows;

<b>Bidding Activities</b>	<b>From</b>	<b>To</b>
Pre-bid Conference	June 18, 2020, 9:00am	June 26, 2020, 9:00am
Deadline for submission of written clarification	June 20, 2020	June 30, 2020
Deadline for submission and Opening of Bids	July 1, 2020; 9:00am	July 10, 2020; 9:00am



**WHEREAS**, on June 26, 2020, scheduled Pre-Bid Conference, (1) Otus Copy Systems, Inc. (OTUS) and (2) Microgenesis signify their intent via mail and attended the conference via Zoom:

**WHEREAS**, on June 30, 2020, Bid Bulletin No.2 was issued to clarify, modify and amend items in the bidding documents;

**WHEREAS**, per SEC advisory extending the lockdown on SEC premises, the BAC per Bid Bulletin No. 3, re-scheduled the deadline for submission and opening of bids from July 10, 2020 to July 13, 2020;

**WHEREAS**, on July 11, 2020, per Bid Bulletin No. 4, deadline for submission and opening bid was again re-scheduled to July 27, 2020 per SEC advisory extending the lockdown of SEC premises in the PICC;

**WHEREAS**, on July 27, 2020, deadline for submission and opening of bids, only OTUS submitted its bid documents;

**WHEREAS**, on the same date, the BAC using the non-discretionary "pass/fail" criterion opened the bid envelope of OTUS. Upon examination, the BAC found the eligibility and technical documents of OTUS compliant with the minimum requirements;

**WHEREAS**, the BAC opened the financial envelope of OTUS and that its financial bid in the amount of Four Million Seven Hundred Fifty-Two Thousand Three Hundred Eighty-Four Pesos (P4,752,384.00) inclusive of VAT was found to be responsive and within the Approved Budget for the Contract of Six Million Pesos (P6,000,000.00);

**WHEREAS**, the bid by OTUS was declared as the Single Calculated Bid for the project;

**WHEREAS**, on July 27, 2020 the BAC endorsed the bidding documents of OTUS, to the Technical Working Group (TWG) for post-qualification and evaluation;

**WHEREAS**, on August 20, 2020, based on the TWG Post-Qualification and Evaluation Report submitted to the BAC, OTUS was established to be compliant with the legal, financial and technical requirements and was declared by the BAC as the **Single Calculated and Responsive Bid**;

**WHEREAS**, the BAC opened the financial offer of OTUS and that its financial bid in the amount of **Four Million Seven Hundred Fifty-Six Thousand Eight Hundred Pesos (P4,752,384.00) inclusive of VAT** was found to be responsive and within the Approved Budget for the Contract of Six Million Pesos (P6,000,000.00);

**WHEREAS**, in BAC Resolution No. 2020-051 dated September 10, 2020, the BAC recommended to the Chairperson the award of the contract to OTUS;

**WHEREAS**, on September 21, 2020, the Chairperson approved the recommendation of the BAC and accordingly, issued the Notice of Award;

**WHEREAS**, on September 28, 2020, Otus submitted its Performance Security in the form of Surety Bond issued by **The Premier Insurance & Surety Corporation** in the amount of **One Million Four Hundred Twenty-Five Thousand One Hundred Seventy-Five and 20/100 Pesos (Php 1,425,175.20)**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:



1. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of this Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

<u>Annex</u>	<u>Description of Documents</u>	<u>No. of Pages</u>
C	SEC Bidding Document	76
D	Bidder's Eligibility/Technical Documents	44
E	Bidder's Financial Proposal	7
F	Supplemental Bid Bulletin No. 1	1
G	General Conditions of Contract	16
H	Special Conditions of Contract	3
I	Notice of Award	1
J	Performance Security	3

3. The Contract shall have a term of **one (1) year**;
4. In consideration of the payments to be made by SEC, OTUS hereby covenants with SEC to the Supply of Printing Services (High Speed Printers capable of Printing at least 55ppm and 75ppm for a period of one (1) year) in conformity in all respects with the provisions of this Agreement.
5. The SEC hereby agrees to pay the OTUS the amount Four Million Seven Hundred Fifty-Six Thousand Eight Hundred Pesos (P4,752,384.00) inclusive of VAT in consideration of its performance for the Supply of Printing Services (High Speed Printers capable of Printing at least 55ppm and 75ppm for a period of one (1) year) under the provisions of this Agreement at the times and in the manner prescribed herein.
6. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the City of Pasay shall be the sole venue and jurisdiction for the filing of such action.
7. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
8. In carrying out provisions of this Agreement, there shall be no personal liability on the officials and employees of the SEC, it being understood that in such matters they act as agents and representatives of the SEC. Any right of action by OTUS against any official or employees of the SEC is waived.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

**SECURITIES AND EXCHANGE  
COMMISSION  
TIN: 000-190-308-000**

**OTUS COPY SYSTEMS INC.  
TIN: 245-110-268-000**




Signing for, and in Behalf of the Chairperson  
By:

*Oliver V. Chato*

**OLIVER V. CHATO**  
**DIRECTOR, ICTD**  
**TIN: 194-012-823-000**

By:

*Erwin C. Manarpiis*

**ERWIN C. MANARPIIS**  
**GM for South Manila Operations**  
**TIN: 147-604-814-000**

SIGNED IN THE PRESENCE OF:

By:

*Noel B. Ara*

**NOEL B. ARA**  
**Witness**

By:

*Jennifer L. Calayag*

**JENNIFER L. CALAYAG**  
**Witness**

Certified Funds Available:

*Adelaida C. Navarro-Banaria*

**ADELAIDA C. NAVARRO-BANARIA**  
Director, FMD

Funds Available:  
ORS No.: 02-200442-2010-12-0017-19  
Date: Dec. 9, 2010  
If contract period exceeds the current year,  
only the current year requirement will be  
obligated. The difference between the  
contract amount and obligation above will be  
obligated at the start of ensuing year.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PASAY CITY ) S. S.

BEFORE ME, a Notary Public for and in the City of PASAY on this 21 day of December 2020, personally came and appeared the following; and presenting competent evidence of identity, as follows:

Name

Evidence of Identity

**OLIVER V. CHATO**

**TIN: 194-012-823-000**

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2020

  
Atty. Gerardo A. Pan Jr.  
Administering Officer  
Commission Secretary  
Securities and Exchange Commission  
Republic of the Philippines



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PASAY CITY ) S. S.

DEC 17 2020

BEFORE ME, a Notary Public for and in the City of PASAY on this \_\_\_\_ day of \_\_\_\_\_ 2020, personally came and appeared the following; and presenting competent evidence of identity, as follows:

Name

Evidence of Identity

**Erwin C. Manarpiis**

**TIN: 147-604-814-000**

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

DEC 17 2020

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Doc. No. 150  
Page No. 15  
Book No. XLII  
Series of 2020

Notary Public  
**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. 9332194 C 1-3-2020 / Roll No. 33832 / TIN# 129-871-009  
MCLE No. VI-0029583 valid from 12/16/19 Valid until 04/14/22 Quezon City  
Address: 31-F Harvard St. Cubao, Q.C.