

**CONTRACT AGREEMENT FORM No. 2022-3-20**

**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 11 day of April 2022 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 Director **OLIVER V. CHATO**, duly authorized to sign contract under SEC Office Order No. 270, 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 March 7, 2022, 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 **Six Million Pesos (Php6,000,000.00)**, which was posted on February 16, 2022 at the PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards continuously for at least seven (7) days;

**WHEREAS**, the bid of **OTUS** in the amount of **Four Million Seven Hundred Forty Thousand Pesos (Php 4,740,000.00)**, inclusive of VAT was declared by the BAC as the **Single Calculated and Responsive Bid** for the project;

**WHEREAS**, pursuant to Section 37 and 39 of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, the **Notice of Award** was issued to **OTUS** last April 8, 2022;

**WHEREAS**, on April 21, 2022, **OTUS** posted its Performance Security in the form of Surety Bond issued by the Premier Insurance & Surety Corporation in the sum of One Million Four Hundred Twenty-Two Thousand Pesos (Php 1,422,000,00);

**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                     | 53                  |
| D            | Bidder's Eligibility/Technical Documents | 118                 |
| E            | Bidder's Financial Proposal              | 2                   |
| F            | Supplemental Bid Bulletin No. 1          | 3                   |
| G            | BAC Resolution of Award No. 2022-029     | 2                   |
| H            | Notice of Award                          | 1                   |
| I            | Performance Security                     | 3                   |

3. The Contract shall have a term of **one (1) year** commencing on June 1, 2022 to May 31, 2023;
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 of **Four Million Seven Hundred Forty Thousand Pesos (Php 4,740,000.00)** 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 before the expiration of this Contract, a successor-service provider shall not have been selected and qualified, the SEC, as its interest may require, may extend the same, on a month-to-month basis, for a period not exceeding one year, until such time that a successor-service provider shall have been selected and qualified pursuant to the appropriate procurement process.
7. 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.
8. 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.
9. In carrying out provisions of this Agreement, there shall be no personal liability on the officials and employees of the SEC, it is 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.
10. Any amendment to, or modification of this Agreement will not be effective and binding unless reduced in writing and signed by the authorized representative of the parties.
11. **OTUS** shall not assign or otherwise transfer its obligation under this Agreement without the prior written consent of the SEC.

12. This Agreement may be terminated by either party upon written notice served on the other party at least thirty (30) days prior to the intended date of termination.

The foregoing notwithstanding, a party may terminate this Agreement, with the immediate effect upon receipt of the notice of termination, on the ground of:

- (a) Breach by the other party of its obligation herein, or
- (b) Insolvency

Any termination effected under this provision shall be without prejudice to other remedies available to the party who is not in breach under applicable rules.


**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:

By:

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


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

SIGNED IN THE PRESENCE OF:

By:

  
**NOEL B. ARA  
Witness**

By:

  
**JENNIFER L. CALAYAG  
Witness**

Certified Funds Available:

  
**DONDIE Q. ESGUERRA  
Director, FMD** ✓

ACKNOWLEDGEMENT

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

MAY 11 2022

BEFORE ME, a Notary Public for and in the City of PASAY on this \_\_\_\_ day of \_\_\_\_\_ 2022, 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 2022 \_\_\_\_\_

  
Atty. JASMINE CHARO L. CALAYCAY-ATIENZA  
Administering Officer  
Asst. Commission Secretary  
Securities and Exchange Commission  
Republic of the Philippines

ACKNOWLEDGEMENT

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

MAY 11 2022

BEFORE ME, a Notary Public for and in the City of PASAY on this \_\_\_\_ day of \_\_\_\_\_ 2022, 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.

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. 677  
Page No. \_\_\_\_\_  
Book No. xxx  
Series of 2022 \_\_\_\_\_

Notary Public  
**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
Commission No. Adm. Matter No. NP 204 (2021-2022)  
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022  
PTR O.R. No. 2463255D 1/3/22 / Roll No. 33032 / TIN# 129-871-009  
MCLE No. VI-0029583 valid from 12/10/19 valid until 04/14/22 Quezon City  
Address: 31-F Harvard St. Caba, Q.C.