



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
3rd Floor MWSS Administration Building, Katipunan Avenue
Balara, Quezon City
Tel. Nos. 927-0030 / 920-7477 • Fax No. 436-4405
www.ogcc.gov.ph

SUPPLY CONTRACT

This Supply Contract ("Contract") made and executed this 4th day of August, 2020 at Quezon City, Metro Manila, by and between:

OFFICE OF THE GOVERNMENT CORPORATE COUNSEL, a government agency with address at Third Floor, MWSS Building, Katipunan Avenue, Diliman, Quezon City, herein represented by **ATTY. ELPIDIO J. VEGA**, the Government Corporate Counsel, and hereinafter referred to as "OGCC";

and

U-BIX CORPORATION, a corporation duly organized and existing under Philippine laws, with address at 1331 & 1334 Angono Street, Makati City, herein represented by its Senior Manager, **JOREGLENN S. GOLLOSO**, and hereinafter referred to as "U-BIX" duly authorized through its Secretary's Certificate dated 16 January 2020, herein attached as Annex "___".

ANTECEDENTS

WHEREAS, the OGCC, as the principal law office of all government corporations whether incorporated under law or created by charter, issues advisory opinions and contract reviews for government agencies;

WHEREAS, U-BIX is a company engaged, among others, in the sale, lease and distribution of office and production printing machines and their components or spare parts and to provide services relating thereto including repairs;

WHEREAS, the OGCC pursuant to Section 53.9 (Small Value Procurement) of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184 issued Request for Quotation (RFQ) No. 2020-02-005 for the Supply and Delivery of One (1) Lot, Rental of Four (4) Photocopying Machines for one (1) year with an Approved Budget of Contract (ABC) of Three Hundred Sixty Thousand Pesos (PhP360,000.00) on 21 February 2020. RFQ No. 2020-2-005 was published in the PhilGEPS Website, OGCC Website and in the lobby of the MWSS Administration Building continuously for four (4) days from 23 to 27 February 2020 in compliance with the advertising and posting requirement under RIRR of RA No. 9184;

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WHEREAS, RFQ 2020-02-005 was sent/e-mailed to four (4) suppliers/bidders. Only U-BIX replied and submitted its best offer on 27 February 2020 at 11:15 in the morning.

WHEREAS, during the evaluation of the bid submitted by U-BIX, the members of the Bids and Awards Committee (BAC), Technical Working Group (TWG) and End-Users found the quotation to be responsive.

WHEREAS, after the conduct of post qualification, the TWG, through evaluation and validation of its eligibility, technical and financial requirements, found U-BIX to have the Lowest Calculated, Accepted, and Responsive Bid. Hence, the OGCC BAC issued BAC Resolution No. 15-2020 dated 6 March 2020, recommending the award of the contract for One (1) Lot, Rental of Four (4) Photocopying Machines for one (1) year in the total amount of Two Hundred Sixty-Eight Thousand Eight Hundred Pesos (PhP268,800.00) and recommended for approval by the Government Corporate Counsel, the findings of the BAC and the TWG.

Now, therefore, for and in consideration of the above premises, the Parties agree as follows:

- 1. All words shall have the same meanings as are respectively assigned to them under the Terms of Reference.
- 2. The following documents shall be deemed to form and be read and construed as part of this Contract:

Annex	DOCUMENT TITLE
A	U-BIX’s Secretary Certificate dated 16 January 2020 authorizing their officers to sign this contract;
B	U-BIX’s Bid including the Technical and Financial Proposals
C	Request for Quotation Solicitation No. 2020-02-005
D	Terms of Reference
E	Abstract of Canvass
F	Performance Security
G	Notice of Award
H	Notice to Proceed
I	OGCC BAC Resolution No. 15-2020 S. 2020

ARTICLE I
PROJECT DESCRIPTION

1.1 The Project is for the Supply and Delivery of the following equipment:

ITEMS	Quantity
Brand New (Unused) Multi-Function, Heavy Duty Photocopying Machines	4

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ARTICLE II OBLIGATIONS OF THE PARTIES

2.1 U-BIX's Obligations: U-BIX shall supply and deliver four (4) Brand New (Unused) Multi-Function, Heavy Duty Photocopying Machines within thirty (30) days upon receipt of the Notice to Proceed at the Office of the Government Corporate Counsel, 3rd Floor, MWSS Building, Balara, Katipunan Ave., Quezon City. UBIX shall likewise perform the following services:

- a) provide consumables, such as toner, drum and developer which and be easily and quickly replaced by the users even without technical assistance;
- b) provide at least three (3) toners and three (3) drums as reserve stock;
- c) provide a worry-free rental package by providing maintenance for the entire duration of the contract, and immediate replacement of spare parts for free, in case of malfunction;
- d) provide free training to users on how to operate, replace the toner and drum, and other relevant features of the photocopying machine at the Office of the Government Corporate Counsel;
- e) deliver the equipment together with complete accessories;
- f) provide one (1) year warranty on both parts and services with on-site service.

2.2. UBIX's Obligations: For and in consideration of U-BIX's faithful performance of its obligations under this Contract, OGCC agrees to pay U-BIX the total amount of **Two Hundred Sixty-Eight Thousand Eight Hundred Pesos (PhP268,800.00)**, inclusive of VAT, within sixty (60) days upon receipt of the original signed Statement of Account, or billing statement, supported by an Inspection and Acceptance Report (IAR), Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the End-User, and upon the completion of all the deliverables/documentary requirements, subject to existing government accounting and auditing rules and regulations.

ARTICLE III TECHNICAL SUPPORT

3.1 U-BIX shall provide technical support on the maintenance of the Photocopying Equipment. The OGCC shall secure the necessary permissions needed to provide U-BIX physical or remote access to the concerned Equipment/Software. Technical support shall include to consultations through email, chat or telephone, and on-site visits to OGCC in Metro Manila.

ARTICLE IV WARRANTIES

4.1 U-BIX warrants that it currently owns valid licenses for the distribution of the aforementioned equipment and spare parts that will be utilized in the project, and the necessary certificate/s to perform maintenance and other related services. It also warrants that the photocopying equipment, its accessories and consumables will function according to specifications.

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4.2 The warranty for parts and services with on-site service shall be for a minimum period of one (1) year, after acceptance by the OGCC of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty. Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

ARTICLE V TERMINATION

5.1 In case of breach by any party of any of the terms and conditions of this Contract or its non-compliance with its obligations as provided herein, the aggrieved party shall notify the defaulting party of such breach or non-compliance, and demand that the same be cured within ten (10) calendar days from written notice.

5.2 Should the defaulting party fail to cure the breach or non-compliance within the 10-day period, the aggrieved party may immediately terminate the Contract in writing, without prejudice to the resort by such party of its other legal and equitable remedies.

ARTICLE VI MISCELLANEOUS

6.1 Confidentiality. U-BIX will hold any information it may receive or acquire from the OGCC, in the course of the Project, in the strictest confidence and use the same solely for the limited and express purposes of the Project. U-BIX shall not disclose or distribute any such information to any third party not involved or participating in the Project, but only to its personnel and staff who have legitimate need to know such information, in order to accomplish the purposes of this Project, and who are likewise bound by the terms of this provision on confidentiality.

6.2. No Employee-Employer Relationship. The parties agree that no employee-employer exists between OGCC and U-BIX's employees and that U-BIX assumes all responsibilities for its employees. U-BIX shall hold OGCC and its officers and employees free and harmless from any liability incurred or committed by its employees and personnel in the performance of their respective functions.

6.3 Governing Law. This Contract shall be governed by and construed and implemented for all purposes in accordance with Philippine laws.

6.4 Severability. In the event that any term or condition of this Contract is in conflict with or is otherwise unenforceable under any law, rule or regulation of the government of any subdivision thereof, such term or condition shall be deemed stricken from this Contract, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Contract.

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6.5 Entire Contract. The terms and conditions herein contained constitute the entire Contract between the parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the parties with respect to the subject matter hereof.

6.6 Amendment. This Contract may be amended only by the written agreement of the parties through their duly authorized officers or representatives.

6.7 Dispute Resolution. The Parties agree to use reasonable efforts to amicably resolve any disagreement or dispute concerning the interpretation and implementation of the Contract through mutual consultation and negotiation.

6.8 Venue - In case of failure by the parties to resolve any disagreement under this Contract, through mutual consultation and negotiation, the parties hereby agree that any court action that may arise in connection with the implementation and interpretation of this Contract shall be brought exclusively before the proper courts of Quezon City only.

IN WITNESS WHEREOF, the parties hereto set their hands on the date and place first written above.

For:

**OFFICE OF THE GOVERNMENT
CORPORATE COUNSEL**

U-BIX CORPORATION

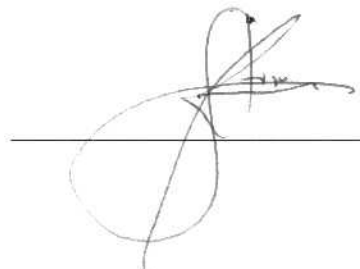
By:


ELPIDIO J. VEGA
Government Corporate Counsel


JOERGELENN S. GOLLOSO
Senior Manager

Signed in the presence of:





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ACKNOWLEDGMENT

Republic of the Philippines)
Makati City) S.S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following persons presenting to me their respective competent proofs of identity as follows:

Name	Valid Government ID	Date/Place Issued
ELPIDIO J. VEGA	OGCC ID NO. 0001	QUEZON CITY
JOREGLENN S. GOLLOSO	DL # N02-D500D501	12/14/2022 Quezon City

All known to me and to me known to be the same persons who executed the foregoing Supply Contract of their own free and voluntary act and deed and that of the institutions they respectively represent.

The instrument, consisting of seven (7) pages including the page on which this Acknowledgment is written, has been signed by the Parties and their instrumental witnesses on each and every page.

17 AUG 2020

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place above written.

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Series of 2020



ATTY. CARLOS M. CARINGAL
Notary Public for Makati City
1344 Angono St., Poblacion, Makati City
Appointment No. M-51
Until December 31, 2021
Roll of Attorney No. 56587
PTR No. 8126013; 1-07-2020; Makati City
IBP Lifetime Member No. 010282; Bataan

[Signature]

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