



**SUPPLY, DELIVERY AND INSTALLATION OF VIDEOCONFERENCING SYSTEM  
FOR THE OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**

Contract No. \_\_\_\_\_

This Agreement made and executed this        day of        **AUG 07 2020** at Quezon City, Metro Manila, by and between:

**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**, a government agency with address at 3<sup>rd</sup> Floor, MWSS Building, Katipunan Avenue, Diliman, Quezon City, herein represented by **Government Corporate Counsel ELPIDIO J. VEGA**, Head of the Procuring Entity, and hereinafter referred to as **“OGCC”**;

and

**MICRODATA SYSTEMS AND MANAGEMENT, INC.** a corporation duly organized and existing under Philippine laws, with address at Crystal Bldg. 199 CM Recto St. cor. A Mabini, San Juan City, herein represented by **MISS LYNN E. ZOTOMAYOR**, Account Manager and hereinafter referred to as **“Microdata”**

**ANTECEDENTS**

WHEREAS, the OGCC is the principal law office of all government-owned or controlled corporations whether incorporated by law or created by charter;

WHEREAS, Microdata, is a company engaged, among others, in the selling, delivery and installation of technologically advanced products, systems and services related to e-learning, information technology, design and system integration, video conferencing and audio-visual entertainment, in so far as may be permitted by laws;

WHEREAS, on 12 March 2020, President Rodrigo Roa Duterte placed the entire Metro Manila under a 30-day community quarantine following the declaration and finding of the Department of Health (DOH) of the existence of local transmission and sharp increase of Corona Virus Disease 2019 (COVID-19) cases in the country, in line with his Proclamation No. 922 dated 8 March 2020, declaring a state of public health emergency throughout the Philippines;

WHEREAS, on 16 March 2020, the Office of the President, through a Memorandum signed by the Executive Secretary, announced that the entire island of Luzon shall be placed under enhanced community quarantine (ECQ), in effect imposing a lockdown on the entire island as a response to the growing threat of COVID-19;

WHEREAS, in view of said declaration, work in government was suspended except for offices critical to the COVID-19 response of the government;

WHEREAS, all procurement activities of the OGCC were effectively suspended;

WHEREAS, on 7 May 2020, the Civil Service Commission issued the Revised Interim Guidelines for Alternative Work Arrangements (AWA) and Support Mechanism for Government During the Period of the State of National Emergency due to COVID-19 Pandemic;

WHEREAS, on 14 May 2020, the Malacañang declared that the rest of the country will be placed under general community quarantine (GCQ) except Metro Manila and Cebu City which were placed under a modified ECQ;



WHEREAS, numerous issuances were issued by the LATF to address the growing number of COVID-19 cases in the country;

WHEREAS, following these proclamations, the Supreme Court issued Circulars intended to shift to out-of-court means or electronic/online hearings or videoconferencing to ensure the health and safety of all court users;

WHEREAS, on 14 May 2020, the Supreme Court issued Administrative Circular No. 39-2020 which authorized certain courts to hear all cases before them through videoconferencing, whether the case be criminal or civil, regardless of the stage of the trial;

WHEREAS, in Administrative Circular dated 15 May 2020, the Supreme Court allowed videoconferencing hearings upon joint motion of the parties or upon orders of the court;

WHEREAS, through OCA Circular No. 100-2020 dated 3 July 2020, more courts were authorized to conduct hearings through videoconferencing;

WHEREAS, in view of the foregoing, the OGCC-Bids and Awards Committee determined the purchase, as confirmed by the HOPE, as an emergency, and thus may be procured through Negotiated Procurement – Emergency Cases modality under Section 53(b) of RA No. 9184, Section 53.2 and Annex H of the 2016 Implementing Rules and Regulations as amended by GPPB Resolution No. 03-2020 dated 9 March 2020;

WHEREAS, in relation to the grounds for which Negotiated Procurement-Emergency cases may be allowed, it is determined that:

1. There is a higher risk of transmission of COVID-19 if OGCC's employees particularly the lawyers will be required to attend physical hearings or meetings especially in areas outside Metro Manila; and
2. Time is of the essence for the procurement of the videoconferencing equipment considering that the judiciary and other quasi-judiciary bodies now allow the conduct of videoconferencing or tele-hearing in all courts or branches nationwide. Likewise, face to face meetings or conferences with Government-owned and controlled corporations (GOCCs) are also shifting or moving online;

WHEREAS, amidst the current pandemic situation, the OGCC, while ensuring the safety of its employees and at the same aiming to immediately adopt and ease into the new normal, through BAC Resolution No. 18A dated 1 June 2020, implemented the following changes to the APP relative to this project:

1. Changed the mode of procurement from SVP to Emergency;
2. Changed the Approved Budget of the Contract reflected in the APP to PhP950,000.00 as previously approved; and
3. Delegate the authority to GCA Borja and CAO Arabe the authority to negotiate with a legally, technically and financially capable supplier to ensure the most advantageous terms for the OGCC and to the latter the authority to recommend the award of the contract;

WHEREAS, pursuant to the procedure laid down in GPPB NPM 003-2020 dated 23 March 2020, GCA Borja and CAO Arabe initiated negotiations with Microdata and on 11 June 2020, Microdata submitted its official quotation and on separate dates negotiations were undertaken on issues such as stock availability and delivery schedule in view of the COVID-19 pandemic;

WHEREAS, after due evaluation, on 17 July 2020, CAO Arabe determined the offer of Microdata to be advantageous for the OGCC and recommended the award of the contract.



**NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- (a) Microdata's formal quotation including the technical, legal and financial documents/requirements;
  - (b) the Technical Specifications;
  - (c) Recommendation to Award the Contract;
  - (d) Notice of Award;
  - (e) Notice to Proceed;
  - (f) Requests for Extension; and
  - (g) Contract amendments, if any.
3. In consideration of the payments to be made by OGCC to Microdata as hereinafter mentioned, Microdata hereby covenants with OGCC to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

**I. ITEMS/GOODS TO BE DELIVERED**

| ITEMS  | Qty | UNIT COST  | TOTAL                |
|--|-----|------------|----------------------|
| LG 86TR3BF   | 1   | 499,000.00 | 499,000.00           |
| Logic AV (LG-Emerald 3)  | 1   | 49,000.00  | 49,000.00            |
| Logic AV (LG-HC20MM)   | 1   | 5,500.00   | 5,500.00             |
| Bose (S1 Pro)  | 1   | 68,000.00  | 68,000.00            |
| Logitech Rally Camera  | 1   | 105,000.00 | 105,000.00           |
| Behringer (UCA 222)  | 1   | 3,500.00   | 3,500.00             |
| DLINK (DIR-882/ESG)  | 1   | 25,000.00  | 25,000.00            |
| Kevler (QM 900)  | 1   | 5,800.00   | 5,800.00             |
| Kevler (QM900D)  | 11  | 4,400.00   | 48,400.00            |
| Kevler (QM900C)  | 1   | 4,500.00   | 4,500.00             |
| Logitech (BCC950)  | 5   | 18,000.00  | 90,000.00            |
| General Services   |     | 37,300.00  | 37,300.00            |
| <b><i>Videoconferencing System for the OGCC with a Total Project Cost of</i></b> |     |            | <b>PhP941,000.00</b> |

- 1. The unit cost is inclusive of taxes and other charges and fees.
- 2. Microdata shall also provide for after-sales technical support.

**II. PROJECT COST**

OGCC hereby covenants to pay Microdata in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price of **NINE HUNDRED FORTY-ONE THOUSAND PESOS (PhP941,000.00)**, inclusive of VAT and all other taxes, under the provisions of this contract.

**III. DELIVERY SCHEDULE**

Microdata shall endeavor to deliver the goods within 15 working days from the receipt of Notice to Proceed (NTP). However, in recognition of both delays in production and release in the Bureau of Customs and other possible causes of delay due to COVID-19 pandemic, the delivery and installation



may be extended subject to formal requests for extension from Microdata. Microdata shall constantly monitor and thereafter, update and report to the OGCC the current status of production, release and delivery of the subject goods.

#### IV. WARRANTY

Microdata warrants that all products to be delivered and installed are free from any manufacturing defects. All items subject of this contract is covered by the standard warranty period of one year from date of acceptance of the goods by OGCC.

OGCC shall promptly notify Microdata in writing of any claims arising under this warranty. Upon receipt of such notice, Microdata shall repair or replace the defective goods or parts thereof without costs to the OGCC.


#### V. MISCELLANEOUS PROVISIONS

1. Governing Law – This Agreement shall be governed and construed and implemented in accordance with Republic Act No. 9184, its 2016 Revised Implementing Rules and Regulations, relevant GPPB and Commission on Audit issuances and regulations.
2. Severability – In the event that any term or condition of this Agreement is in conflict with or is otherwise unenforceable under any law, rule or regulation of the government or any of subdivision thereof, such term or condition shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement.
3. Entire Agreement – The terms and conditions herein contained constitute the entire Agreement between the parties relating to the subject matter hereof and shall superseded all previous communications, oral or written, between the parties with respect to the subject matter hereof.
4. Amendment – This Agreement may be amended only by the written agreement of the parties through their duly authorized officers or representatives.
5. Venue – The parties hereby agree that any court action that may arise in connection with the implementation of this Agreement shall be brought before the proper courts of Quezon City only.

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

#### OFFICE OF THE GOVERNMENT CORPORATE COUNSEL

By:

  
**ELPIDIO J. VEGA**  
*Government Corporate Counsel*  
**Head of Procuring Entity**

#### MICRODATA SYSTEMS AND MANAGEMENT, INC.

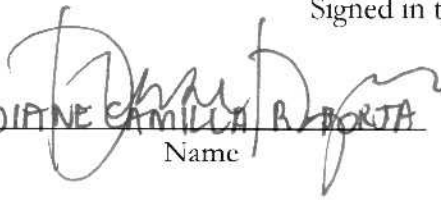
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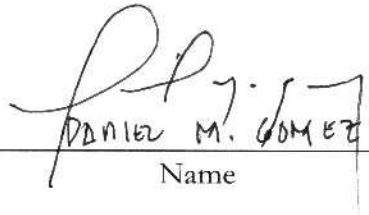
  
**LYNN E. ZOTOMAYOR**  
*Account Manager*




Signed in the Presence of

  
DINA CAMILLA R. ROSTA  
Name

  
DANIEL M. GOMEZ  
Name

As to Availability of Funds

  
**RYAN JOSEPH RODRIGUEZ**  
*Accountant*



