

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered and executed this ____ day of February 2021 in Quezon City, Philippines by and between:

The **COMMISSION ON HIGHER EDUCATION**, with office address at the Higher Education Development Center Building, C.P. Garcia Avenue, U.P. Diliman, Quezon City, herein represented by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as the "**CHED**".

AND

The **UBIX CORPORATION**, a corporation duly organized and existing under Philippine laws, with business address at U-Bix Building, 1344 Angono Street, Makati City, herein represented by its Senior Assistant Vice President, **MR. MIGUEL B. CANIO JR.**, and hereinafter referred to as the "**SUPPLIER**";

WITNESSETH, That:

WHEREAS, the **CHED**, through its Bids and Awards Committee (BAC) advertised the Invitation to Bid (ITB) for the Procurement of Service Provider for the Rental of Fifteen (15) units of Photocopying Machines for CHED Central Office for FY 2021 at the PhilGEPS website with Reference No. 7328882;

WHEREAS, in response to said advertisement, two (2) prospective bidders browsed the opportunity as per Document Request List at the PhilGEPS website where two (2) service providers, OTUS COPY SYSTEMS, INC. and U-BIX CORPORATION availed of the bidding documents and submitted their Eligibility/Technical and Financial Bid proposals to the BAC;

WHEREAS, on December 28, 2020, the BAC with the assistance of the Technical Working Group for Other Goods and Services (TWG-OGS), upon evaluation on the submitted bids of U-BIX CORPORATION and OTUS COPY SYSTEMS, INC. rated **passed** in the eligibility/technical and financial requirements of the bid;

WHEREAS,the BAC declared U-BIX CORPORATION as the Lowest Calculated Bid (LCB) subject to post qualification evaluation;

WHEREAS, the BAC upon conduct of post qualification evaluation on January 8 and 11, 2021, and compliance on the technical requirements on January 12 and 15, 2021, found U-BIX CORPORATION responsive and declared as the Lowest Calculated and Responsive Bid (LCRB) per BAC Resolution No. 2021-002 dated January 20, 2021;

WHEREAS, upon recommendation of the BAC, the Commission en Banc (CEB) during its meeting on January 26, 2021 approved the award of the contract to U-BIX CORPORATION for the Procurement of Service Provider for the Rental of Fifteen (15) units of Photocopying Machines for CHED Central Office for FY 2021 in the amount of One Million Thirty-Four Thousand Seven Hundred Pesos (P1,034,700.00) through CEB Resolution No. 026-2021;

WHEREAS, for January and February 2021 the CHED continues to avail the services of the existing provider while the procurement process is still ongoing;

WHEREAS,the Procurement of Procurement of Service Provider for the Rental of Fifteen (15) units of Photocopying Machines for CHED Central Office for FY 2021 was an Early Procurement Activity, and as stated in GPPB Circular 06-2019 dated 17 July 2019 – Guidelines on the Implementation of Early Procurement, “xxx...The period of time for the award of the contract and termination of the procurement process, as the case may be, shall begin to run again upon the approval and effectivity of the GAA...xxx...It shall not commence anew but rather, grants the HoPE the balance of the remaining period to award the contract or terminate the procurement process...”;

WHEREAS, considering the foregoing provision, the period and amount of the contract with U-BIX CORPORATION was adjusted from twelve (12) months in the amount of One Million Thirty-Four Thousand Seven Hundred Pesos (P1,034,700.00) to **ten (10) months (March 1, 2021 to December 31, 2021)** in the amount of **Eight Hundred Sixty-Two Thousand Two Hundred Fifty Pesos (P 862,250.00)**;

NOW THEREFORE, the conditions of this Agreement are 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:
 - a) The **Bid Form and the Price Schedule** submitted by the Bidder;
 - b) The **Schedule of Requirements**;
 - c) The **Technical Specifications**;
 - d) The **General Conditions of Contract**;
 - e) The **Special Conditions of Contract**;
 - f) The **Entity's Notification of Award**; and
 - g) The **Performance Security Bond** posted by the Supplier.
3. In consideration of the payments to be made by the **CHED** to the **Supplier** as hereinafter mentioned, the **Supplier** undertakes to provide the goods and services including the provision of on-call technician to repair the defective machines. The response time for repair from receipt of verbal or written notice to the Supplier is within twenty-four (24) hours from the time the technician starts the repair. In case defective machines are unrepairable, it shall be replaced with another unit in the next twenty-four hours.
4. The **CHED** agrees to pay the Supplier in consideration of the goods and services it will provide, the Contract Price indicated in this Agreement.
5. Other conditions of this Agreement are as follows;
 - a. The copying machine shall be maintained in satisfactory condition by the **Supplier** without cost from the Commission;
 - b. As to manufacturers' standard year requirement, the **Supplier** shall only deliver units that with a manufacturing date of 2016.
 - c. Orientation for all end-users upon delivery, for actual demonstration and familiarization on the features and operation of the machines shall be done by the **Supplier** free of charge;
 - d. The **Suppliers** shall deliver single brand only and shall replace the defective unit with the same brand; and
 - e. In case of failure of one of the parties to deliver its obligations described in this Agreement, the innocent party shall have the right to indemnify and/or rescind the contract in accordance with the rules provided under RA 9184, otherwise known as the Government Procurement Reform Act;
6. Any revision, modification or variation on any of the terms and conditions agreed upon in this contract to be binding, shall be reduced into writing and approved by both parties.

IN WITNESS WHEREOF, the parties have hereunto signed this contract on the date and place above-stated.

COMMISSION ON HIGHER EDUCATION

UBIX CORPORATION

By:

By:

J. PROSPERO E. DE VERA III, DPA
Chairperson

MR. MIGUEL B. CANIO JR.
Senior Assistant Vice President

Signed in the presence of:

ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO
Executive Director IV

Certified Funds Available:

MIRIAM V. MIRANDA
Chief Accountant

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h 862, 2021.12

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
QUEZON CITY) S.S.

BEFORE ME, a Notary Public, for and in Quezon City, Philippines

NAME	GOVERNMENT VALID ID	PLACE AND DATE ISSUED
J. PROSPERO E. DE VERA III	CHED ID # CO-0394	CHED
MR. MIGUEL B. CANIO JR.	LICENSE ID AD8-05-010443	UBX CORPORATION

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntarily act and deed and that of the institutions represented including their instrumental witnesses.

This instrument is for the Procurement of Service Provider for the Rental of Fifteen (15) units of Photocopying Machines for CHED Central Office for FY 2021 consisting of four (4) pages including the page in which the Acknowledgement is written and signed at the corresponding spaces provided therefore by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this 23 FEB 2021 day of February 2021 in Quezon City, Philippines.

Doc. No. 321
Page No. 64
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Series of 2021



[Signature]
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