

## SERVICE AGREEMENT FOR THE PROVISION OF PHOTOCOPYING SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

**TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)**, a national government agency created under Republic Act No. 7796, with office address at TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila, herein represented by its Director General, **SEC. EMMANUEL JOEL J. VILLANUEVA**, and hereinafter referred to as the "**FIRST PARTY**";

-and-

**E-COPY CORPORATION**, a stock corporation registered with principal office address at 5837 Zobel Roxas St., Makati City, herein represented by its President, **BONIFACIO C. TY**, hereinafter referred to as the "**SECOND PARTY**";

### WITNESSETH

**WHEREAS**, the **FIRST PARTY** conducted a competitive bidding for the provision of Photocopying Services for TESDA Central Office for CY 2014 with an Approved Budget for the Contract (ABC) of **Two Million One Hundred Ninety Five Thousand Twenty Four Pesos and 83/100 (Php 2,195,024.83)**;

**WHEREAS**, during the submission of bids and bid opening scheduled last 22 November 2013, 2:10 p.m. at the OCSA Conference Room, 2<sup>nd</sup> Floor of TESDA Administration Building in Taguig City, only the **SECOND PARTY** participated in the bidding and passed the eligibility requirements pursuant to Sections 23 and 25 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184. Its proposal had been found to be compliant with the requirements of the **FIRST PARTY** amounting to **One Million Eight Hundred Fifty Eight Thousand Nine Hundred Forty Pesos and 04/100 (Php 1,858,940.04)**;

**WHEREAS** upon careful evaluation of all the eligibility, technical and financial requirements, the **SECOND PARTY** had been found to be the Single Calculated and Responsive Bid pursuant to Section 36 (a) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 through TESDA Bids and Awards Committee (BAC) Resolution No. 19- 2013 dated 02 December 2013;

**NOW, THEREFORE, IN VIEW OF THE FOREGOING**, the **PARTIES** hereunto agree on the following terms and conditions:

### TERMS AND CONSIDERATIONS

#### 1. EQUIPMENT SERVICE

The **SECOND PARTY** obligates and binds itself to provide twenty three (23) units of Black and White and one (1) unit of Full-Color Copier/Printer within the contract period.

**Particulars:**

OFFICE	NO. OF MACHINES
ODG	1
ODDG-ST	1
ODDG-FO	1
TESDA Board	1
PO	1
QSO	1
CACO	1
TSDO	1
RCO	1
PIO	1
CAO	1
OTTI	1
OCSA-PROPER	1
FSTP	1
eTESD-PMO	1
TS-PMO	1
TTCTCE	1
TDI	1
LSI	1
NTTA-OTTI	1
Records Section	4
<b>TOTAL</b>	<b>24</b>

Unit Specifications: (1) Black & White – 23 units Copier

Model	Units
Sharp Copier Model AR-M700R	2
Sharp Copier Model AR-M620R	2
Sharp Copier Model AR-M550R	4
Sharp Copier Model AR-M455R	6
Sharp Copier Model AR-M450R	9
<b>TOTAL</b>	<b>23</b>

(2) Color – 1 unit Copier

Sharp Full Color Copier MX-3501N	<u>1</u>
<b>GRAND TOTAL</b>	<b>24</b>

**2. SERVICE CHARGES**

The **FIRST PARTY** shall pay the **SECOND PARTY** rental service charges as follows:

a. Black & White	Php 0.53 per copy	Straight Rate (No minimum copy volume requirement)
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b. Color copier

Php 8.00 per copy

Straight Rate (No minimum  
copy volume requirement)

### 3. DEPOSIT AND DELIVERY OF MACHINE

The **SECOND PARTY** shall waive the deposit amount and installation fee for the machines to be installed.

### 4. CALCULATION OF CHARGES

- Rental Service Charges are computed from the date of installation of the **SECOND PARTY's** machines as evidenced by the Delivery Receipt signed by the **FIRST PARTY** for installation;
- The representatives of the **FIRST PARTY** and the **SECOND PARTY** shall in each month on the date of closing shown on the meter reading card enter the meter reading for the month in the card and certify thereunto;
- Unit copy charge is based on the number of net copies reported monthly on the meter reading card;

### 5. PAYMENT OF ACCOUNTS

- All accounts shall be payable monthly to the **SECOND PARTY** within fifteen (15) working days from the date indicated in the invoice. Acknowledgement of receipt of the consumables by the **FIRST PARTY's** representative is sufficient to establish **SECOND PARTY's** claim of the **FIRST PARTY's** Purchase Order.
6. The **SECOND PARTY's** machines including all their accessories shall remain the property of the **SECOND PARTY** and the **FIRST PARTY** undertakes not to claim ownership or title thereof. The **FIRST PARTY** shall not make any alterations on the machines nor sell, dispose, transfer, rent, pledge or mortgage them.
7. The **FIRST PARTY** shall pay the **SECOND PARTY** for any loss or damage on the **SECOND PARTY's** machines and their consumables and spare parts caused by the **FIRST PARTY's** willful act, fault or negligence except damage due to ordinary wear and tear caused by everyday use and factors beyond the control of the **FIRST PARTY**.

### 8. MAINTENANCE SERVICES

- The **SECOND PARTY** will make regular inspection and adjustment at least once every two (2) weeks to keep the **SECOND PARTY's** machine in good working condition;
- Replacement of parts of the **SECOND PARTY's** machines shall be supplied and repair of deficient machines shall be effected by the **SECOND PARTY** without any charge against the **FIRST PARTY** within

five (5) calendar days from receipt of proper notice made by the **FIRST PARTY**;

- Servicing shall be done during regular working hours only.

9. The **FIRST PARTY** shall use the consumables provided by the **SECOND PARTY**. Any damage caused on the machines as a result of, due to, in connection with, or because of the use of unauthorized consumables not supplied by **SECOND PARTY** shall be for the account of the **FIRST PARTY**.
10. The **FIRST PARTY** shall be allowed maximum copy spoilage of two percent (2%) of gross copies per month or actual spoiled copies, whichever is lesser, upon presentation of spoilage to the **SECOND PARTY**'s authorized representative.
11. The **SECOND PARTY** shall assign two (2) key operators who shall report to the **FIRST PARTY** from Mondays to Fridays at 8:00 AM to 5:00 PM except holidays. It is understood that the two (2) key operators shall be the representatives of the **SECOND PARTY**. In addition, the **SECOND PARTY** shall train the personnel whom the **FIRST PARTY** will assign to operate the **SECOND PARTY**'s machines free of charge.
12. The **SECOND PARTY**'s machines shall be installed at a place approved by the **SECOND PARTY** and the **FIRST PARTY**, and when relocating the machines, the **FIRST PARTY** shall communicate beforehand with the **SECOND PARTY** that shall carry out the relocation and all expenses for such relocation shall be borne out and paid by the **FIRST PARTY**. Should the **FIRST PARTY** opt to transport the machines themselves, it is understood that the **FIRST PARTY** shall be liable for any damage or loss of the machines including parts, consumables and accessories therein.
13. This agreement shall commence upon installation of the twenty four (24) machines at the locations set forth by the **FIRST PARTY** and shall be for a term of twelve (12) months from January 1, 2014 to December 31, 2014. This Agreement may be renewed at the conclusion of the initial term unless either party notifies the other in writing thirty (30) days prior to the conclusion of the Agreement pursuant to the Revised Implementing Rules and Regulations of Republic Act No. 9184.
14. This Agreement may be terminated any time, in case either **PARTY** violates any of the provisions of this Agreement subject to prior notice to the other **PARTY**. Notice of termination shall be made in writing within fifteen (15) calendar days prior the intended date of termination.
15. The **FIRST PARTY** shall take care of the **SECOND PARTY**'s machines with the diligence of a good father of a family and shall not allow any unauthorized persons to operate them. Any damage to the machines due to improper operation by unauthorized persons shall be charged to and paid for by the **FIRST PARTY**.



16. Upon cancellation or termination of this Agreement as herein provided, the **FIRST PARTY** shall return the **SECOND PARTY's** machines and their accessories to the **SECOND PARTY** upon formal demand.

17. Upon termination of this Agreement, all unpaid obligations of the **FIRST PARTY** to the **SECOND PARTY** shall thereupon become immediately due and demandable. It is expressly agreed herein that all actions arising out of this Agreement may be brought in and submitted to the jurisdiction of the proper court.

18. If any conditions or provisions of this Agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.

#### 19. EXTENSION/TERMINATION OF SERVICES

- Both parties may, subject to mutual agreement, extend this contract for a period as may be deemed appropriate in writing. However, such extension shall be subject to Republic Act No. 9184 and pertinent rules and regulations issued by the Government Procurement Policy Board (GPPB) on extension of contracts.

#### 20. CONTRACT MODIFICATION

- Any modification in the terms and conditions of this Contract shall be binding only when agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 27th day of January, 2013, in Taguig City, Metro Manila, Philippines.

E-COPY CORPORATION


  
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BONIFACIO C. TY  
President

TECHNICAL EDUCATION AND SKILLS  
DEVELOPMENT AUTHORITY

  
\_\_\_\_\_  
SEC. EMMANUEL JOEL J. VILLANUEVA  
Director General

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
MARIQUITA C. GUICO  
Senior Sales Executive

  
\_\_\_\_\_  
ARCADIA CRESELDA P. BALINAS  
Administrative Officer V  
Records Section

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.

City of LAGUIG CITY )

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	ID Number	ISSUED AT/DATE
EMMANUEL JOEL J. VILLANUEVA		
BONIFACIO C. TY		


known to me and to me known to be the same persons who executed the foregoing instrument they acknowledged before me as their free and voluntary act and deed.

This instrument consists of six (6) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL this 02 day of JAN 2014 at

LAGUIG CITY

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Book No. : XVIII  
Series of : 2014

  
NOTARY PUBLIC  
UNTIL DEC. 31, 2014  
PTR NO. A-205718  
ISSUED ON 01-02-2014  
AT TAGUIG