

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-

ECOPY CORPORATION, a stock corporation registered with principal office address at 5837 Zobel Roxas Street, 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 the TESDA Central Office for FY 2015 with an Approved Budget for the Contract (ABC) of **Two Million One Hundred Forty Four Thousand Six Hundred Fifty Pesos and 24/100 (Php2,144,650.24)**;

WHEREAS, during the submission of bids and bid opening scheduled last 23 December 2014 at 10:30 a.m. at the TESDA Board Room, 7th Floor of TESDA Administration Building in Taguig City, the **SECOND PARTY** 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** with a bid offer amounting to **One Million Eight Hundred Twenty Nine Thousand One Hundred Eighty Six Pesos and 88/100 (Php1,829,186.88)**;

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 (b) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 through the TESDA Bids and Awards Committee (BAC) Resolution No. 02-2015 dated 13 January 2015;

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-five (25) units of Black and White and one (1) unit of Full-Color Copier/Printer within the contract period.

Particulars:

OFFICE	NO. OF MACHINES
Office of the Director General (ODG)	1
Office of the Deputy Director General for Policies and Planning (ODDG-PP)	1
Office of the Deputy Director General for TESD Operations (ODDG-TESD-O)	1
TESDA Board Secretariat (TBS)	1
Planning Office (PO)	1
National Institute for Technical Education and Skills Development (NITESD)	2
Certification Office (CO)	1
Partnerships and Linkages Office (PLO)	1
Qualifications and Standards Office (QSO)	1
NITESD-Marikina	1
Administrative Service (AS)	1
Financial and Management Service (FMS)	1
Public Information Office (PIO)	1
TESDA Development Institute (TDI)	1
Foreign Scholarship Training Program Unit (FSTPU)	1
TESDA Women Center (TWC)	1
eTESDA-PMO	1
TESDA Scholarships-PMO	1
National Language Skills Institute (NLSI)	1
Special Projects	1
Green Technology Center	1
Records Section	4
TOTAL	26

Unit Specifications: (1) Black & White – 25 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 MX-M455R	8
Sharp Copier Model MX-M450R	9
TOTAL	25

(2) Color – 1 unit Copier

Sharp Copier Model MX-4501N (Network Printer/Scanner)	1
GRAND TOTAL	26

2. SERVICE CHARGES

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

- | | | |
|-------------------------|------------------|--|
| a. Black & White copier | Php0.54 per copy | Straight Rate (No minimum copy volume requirement) |
| b. Color copier | Php8.00 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; and
- 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 the **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;