

**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/Secretary, **GUILING A. MAMONDIONG**, and hereinafter referred to as the "**FIRST PARTY**";

-and-

U-BIX CORPORATION, a stock corporation registered with principal office address at 1331 and 1344 Angono Street, Makati City, herein represented by its Senior Manager, **JOEGLENN S. GOLLOSO**, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH

WHEREAS, the **FIRST PARTY** conducted a competitive bidding for Provision of Photocopying Services for the TESDA Central Office (January 1, 2018 – December 31, 2018) with an Approved Budget for the Contract (ABC) of **One Million Nine Hundred Ninety-Seven Thousand Four Hundred Eighteen Pesos and 96/100 (Php1,997,418.96)**;

WHEREAS, during the bid opening scheduled last 06 December 2017 at 2:06 p.m. at the CSA Conference Room, 2nd 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 Six Hundred Forty-Six Thousand Five Hundred Seventy-Nine Pesos and 83/100 (Php1,646,579.83)**;

WHEREAS upon careful evaluation of all the eligibility, technical and financial requirements, the **SECOND PARTY** had been found to be the Lowest Calculated Responsive Bidder pursuant to Section 34.4 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 through TESDA Bids and Awards Committee (BAC) Resolution No. 65-2017 dated 21 December 2017;

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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-eight (28) 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-TESDO)	1	
Office of the Deputy Director General for Communities and Local Government Unit Services (ODDG-CLGUS)	1	
Office of the Deputy Director General for Partnerships and Linkages (ODDG-PL)	1	
TESDA Board Secretariat (TBS)	1	
Planning Office (PO)	1	
National Institute for Technical Education and Skills Development (NITESD)	Office of the Executive Director (OED)	1
	Office of the Assistant Executive Director (OAED)	1
	National TVET Trainers Academy (NTTA) - Marikina	1
	Green Technology Center (GTC)	1
Certification Office (CO)	1	
Partnerships and Linkages Office (PLO)	Office of the Executive Director (OED)	1
	Partnership and Networking Division (PND-PLO)	1
Qualifications and Standards Office (QSO)	1	
Administrative Service (AS)	1	
Financial and Management Service (FMS)	1	
Public Information Unit (PIU)	1	
TESDA Development Institute (TDI)	1	
Foreign Scholarship Training Program Unit (FSTPU)	1	
eTESDA-PMO	1	
Scholarships Management Office (SMO)	1	
National Language Skills Institute (NLSI)	1	
Human Resource Development Institute-Korea Technological and Cooperation Center (HRDI-KTCC)	1	
Legal Division, AS	1	
Records Section, GSD-AS	4	
TOTAL	29	

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Unit Specifications:

(1) Black & White – 28 units Copier

Model	Unit
Konica Minolta Model BIZHUB 501	28
(2) Color – 1 unit Copier	
Konica Minolta Model BIZHUB C452	1
GRAND TOTAL	29

2. SERVICE CHARGES

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

- a. Black & White copier Php0.555 per copy Straight Rate (No minimum copy volume requirement)
- b. Color copier Php9.50 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

- The **FIRST PARTY** shall be billed monthly by the **SECOND PARTY** for black and white photocopy with no minimum copy volume at Php0.555 per copy and for colored photocopy with no minimum copy volume at Nine Pesos and Fifty Centavos (Php9.50) per copy. Further, the **SECOND PARTY** shall be paid based on the unit copy charge and on the number of net copies reported monthly on the meter reading card but not to exceed the Approved Budget for the Contract (ABC) amounting to One Million Nine Hundred Ninety-Seven Thousand Four Hundred Eighteen Pesos and 96/100 (Php1,997,418.96).

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- 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. **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 by 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. The following documents are to be submitted by the **SECOND PARTY** in the original relative to the two (2) operators/technicians that would be assigned in TESDA within five (5) calendar days from signing of this contract:
 - Contract of Employment;
 - Police Clearance issued within one (1) month from the date of the bid opening;