

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 Administration Building, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 1630, Metro Manila, herein represented by its Director General, **SEC. ISIDRO S LAPENA, PhD., CSEE**, and hereinafter referred to as the "**FIRST PARTY**";

-and-

OTUS COPY SYSTEMS INC., a stock corporation registered with principal office address at 10F MG Tower, No. 75 Shaw Boulevard, Brgy. Daang-Bakal, Mandaluyong City, herein represented by its President, **MR. ERWIN MANARPIIS**, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH

WHEREAS, the **FIRST PARTY** intends to apply the sum of **Three Million Four Hundred Sixty-Eight Thousand Three Hundred Forty-Two Pesos and 12/100 (P3,468,342.12)** being the total Approved Budget for the Contract (ABC) for CY 2020 for the Provision of Photocopying Services for the TESDA Central Office for FY 2020;

WHEREAS, the **FIRST PARTY** advertised the Invitation to Bid for the Provision of Photocopying Services for the TESDA Central Office for FY 2020 in websites of the Philippine Government Electronic Procurement System (PhilGEPS) and TESDA, and posted the same at the bulletin board near TESDA Gate 1 on 14 November 2019, respectively;

WHEREAS, responding to the abovementioned Invitation to Bid, two (2) prospective bidders signified their interest to participate in said bidding process by purchasing bidding documents;

WHEREAS, the opening of bids was held on 04 December 2019 at the AS Conference Room, 2nd Floor of TESDA Administration Building in Taguig City;

WHEREAS, accordingly, a Technical Working Group (TWG) was created to assist the Bids and Awards Committee (BAC) in evaluating the eligibility, technical and financial requirements submitted by the **SECOND PARTY** during the bid opening;

WHEREAS, the **SECOND PARTY** passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, in view of the TWG report, the **SECOND PARTY** had been found to be the Lowest Calculated and Responsive Bid pursuant to Section 34.4 of the Revised Implementing Rules and Regulations of Republic Act No. 9184;



WHEREAS, the recommendation to award the contract in favor of the **SECOND PARTY** through BAC Resolution No. 05-2020 on 11 February 2020 had been elevated to the Director General for approval;

WHEREAS, the Director General approved the award of contract to the **SECOND PARTY** in the amount of **Three Million Four Hundred Ten Thousand Eight Hundred One Pesos and 76/100 (P3,410,801.76)**;

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-nine (29) 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	
National TVET Trainers Academy (NTTA) - Marikina	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
	Green Technology Center (GTC)	1
	eTESDA-NITESD	1
Certification Office (CO)	1	
Partnerships and Linkages Office (PLO)	1	
Qualifications and Standards Office (QSO)	1	
Administrative Service (AS)	1	
Procurement Division, AS	1	
Financial and Management Service (FMS)	1	
Public Information Division (PID)	1	
TESDA Development Institute (TDI)	1	
Internal Audit Service (IAS)	1	
Interim Internal Affairs Service (IIAS)	1	
Scholarships Management Division (SMD)	1	
National Language Skills Institute (NLSI)	1	
Human Resource Development Institute-Korea Technological and Cooperation Center (HRDI-KTCC)	1	
Legal Division, ODG	1	
Records Section, GSD-AS	4	
TOTAL	30	

Unit Specifications:

(1) Black & White – 29 units Copier

	Model	Unit
Fuji Xerox		29
ApeosPort-IV	4070/5070	

(2) Color – 1 unit Copier

Fuji Xerox		1
ApeosPort-IV	C5575	

GRAND TOTAL		30
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2. SERVICE CHARGES

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

- | | | |
|-------------------------|----------------|--|
| a. Black & White copier | ₱0.97 per copy | Straight Rate (No minimum copy volume requirement) |
| b. Color copier | ₱7.50 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 **Ninety-Seven Centavos (₱0.97)** per copy and for colored photocopy with no minimum copy volume at **Seven Pesos and Fifty Centavos (₱7.50)** 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 **Three Million Four Hundred Sixty-Eight Thousand Three Hundred Forty-Two Pesos and 12/100 (₱3,468,342.12)**.

- 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.
 - Upon receipt of complaint report, response time of the technician should be within two (2) days at most.
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 thirty (30) machines at the locations set forth by the **FIRST PARTY** and shall be from **01 April 2020 to 31 December 2020**.
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 to 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.

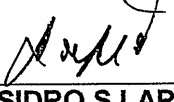
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this day of MAR 13 2020, 2020, in Taguig City, Metro Manila, Philippines.

OTUS COPY SYSTEMS INC.

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY



ERWIN MANARPIIS
President



SEC. ISIDRO S LAPENA, PhD, CSEE
Director General

SIGNED IN THE PRESENCE OF:



PAUL RYAN D. CARINGAL
General Manager

for: 

ADZHAR A. ALBANI, CESE
Director IV
Administrative Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
City of QUEZON CITY)

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


NAME	ID Number	ISSUED AT/DATE
ISIDRO S LAPENA		
ERWIN MANARPIIS		

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 MAR 13 2020 day of _____ 2020 at QUEZON CITY

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Book No. : XIV
Series of : 2020


ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Not. Com. No. WP-124 1-12-19 until 12-31-2020
IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020
PTR O.R. No. 9332194 C 1-3-2020 / Roll No. 33332 / TIN# 129-071-009
MCLE No. VI-0029583 valid from 12/16/19 valid until 04/16/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.