

Republic of the Philippines
DEPARTMENT OF ENERGY
3rd Floor Tolentino 2020 Bldg., Candelaria Ave.,
Ecoland, Matina, Davao City

CY 2024 CONTRACT ON PHOTOCOPYING SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this APR 26 2024 day of 2024 at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Mindanao Field Office, with office address at 2020 3rd Floor, Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, represented herein by its Director for Mindanao Field Office, **NILO J. GEROCHE**, hereinafter referred to as the "**CLIENT**";

-and-

SAVECON TRADING, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at B-12 Quibod Building, Rizal Street, Davao City, represented in this Act by its General Manager, **MS. ILEEN DEE O. MORA**, hereinafter referred to as the "**CONTRACTOR**".

CLIENT and **CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

WITNESSETH: That

WHEREAS, CLIENT is in need of a licensed and reputable service provider to render photocopying services at its office located at the 3rd Floor, Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City;

WHEREAS, Section 53.9 Rule XVI of the 2016 Revised IRR of RA 9184, otherwise known as "Government Procurement Reform Act" authorized the conduct of Small Value Procurement for Negotiated Procurement under Alternative Method of Procurement (AMP);

WHEREAS, CONTRACTOR warrants that it is licensed, capable, competent and willing to furnish the foregoing services needed by **CLIENT**;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below set forth, the **Parties** hereby agree as follows:

1. The **CONTRACTOR** shall provide photocopying service to the **CLIENT** from Mondays to Fridays, 8:00 AM to 5:00 PM except during holidays and/or declared non-working days.
2. The **CONTRACTOR** shall provide a photocopying machine for the **CLIENT** that can generate total copies printed every month.
3. The **CONTRACTOR** shall only render photocopying services to the employees of **CLIENT** upon receipt of a duly approved Request for Reproduction signed by the authorized officials/representatives of **CLIENT**.
4. For and in consideration of the services to be rendered under this Contract, **CLIENT** agrees to pay **CONTRACTOR** the amount of **Php 0.57 per good copy inclusive of any taxes and charges** covering the contract period from May to December 2024. The **CLIENT** shall pay the **CONTRACTOR** with the total contract price not to exceed **FIFTY THOUSAND PESOS (Php 50,000.00)**. **CONTRACTOR** shall submit the monthly billings to **CLIENT** for services rendered in the preceding month together with the approved Request for Reproduction. Likewise, in compliance with Executive Order (EO) No. 398 issued by the Office of the President on 12 March 2005, **CONTRACTOR** shall submit to **CLIENT** before entering into this Contract, a Tax Clearance Certificate (TCC) issued by Bureau of Internal Revenue (BIR) to prove **CONTRACTOR's** full and timely payment of taxes to the government. Further, **CONTRACTOR** through its responsible officer/s shall submit to **CLIENT** a Certification under oath that it is free and clear of all tax liabilities to the government. **CLIENT** shall verify regularly with the BIR the **CONTRACTOR's** strict compliance with the provisions of EO No. 398 otherwise it will suspend payment for any services rendered by **CONTRACTOR** to **CLIENT** as stipulated in this Contract. **CLIENT** shall not process any billings submitted without the foregoing documents.
5. **CLIENT** shall pay **CONTRACTOR** at least fifteen (15) calendar days from receipt of the monthly bills together with the required documents for purposes of processing thereof.
6. **CONTRACTOR** hereby manifests that it is an independent business entity and nothing herein shall be construed as creating between **CLIENT** and **CONTRACTOR** the relationship of principal-agent, or employer-employee

7. In the event any provision of this Contract is declared invalid, null, void or unenforceable, the said declaration shall not affect the other provisions which shall remain valid, effective and enforceable. It is understood that all the covenants and conditions contained in this Contract constitute the entire agreement between the **PARTIES** hereto with respect to the subject matter hereof and shall supersede all previous negotiations, agreements, commitments and writings, signed by a duly authorized representative of each of the **PARTIES** herein.
8. **CLIENT** hereby reserves the right to rescind, terminate or abrogate its Contract with **CONTRACTOR** upon thirty (30) days prior written notice in any of, but not limited to, the following instances:
- Submission of falsified or forged license as well as other falsified documents and reports; and
 - Breach of **CONTRACTOR**'s obligations and the terms and conditions under this Contract.
9. **CONTRACTOR** warrants that it or any of its officials or representatives has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** has, or its officials or representatives have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT** at its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to **CONTRACTOR**'s or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.
10. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits and licenses required by national or local authorities, or by civilian or military authorities, in order to continue operating legally.
11. Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law.

12. This Contract shall be effective for a period of eight (8) months starting from May 2024 and ending on December 2024 unless sooner terminated by either **PARTY**, upon thirty (30) days prior written notice. **CLIENT** and **CONTRACTOR** expressly agree that the services to be rendered herein are extremely vital to **CLIENT**, such that in the event of, act of, cause or reason beyond the control of **CONTRACTOR**, strikes, lockouts or labor disputes which may otherwise disrupt or prevent **CONTRACTOR** from performing or rendering the services herein, **CLIENT** shall have the right to terminate this Contract by giving **CONTRACTOR** 72-hour prior written notice.
13. It is expressly agreed upon that in the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, moneys and/or accounts receivable that are in possession and control of **CLIENT** that may be due or owing to **CONTRACTOR**.
14. All disputes arising between the **PARTIES** as to the interpretation, operation or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first be resolved amicably. In case of failure, Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply.
15. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that the venue for said purposes shall be laid exclusively with the proper courts in Taguig City, Metro Manila to the exclusion of other courts and that the writs of attachments, injunction, replevin, seizure, etc. issued thereby maybe served and enforced anywhere in the Philippines.
16. **CONTRACTOR** is aware that **CLIENT** is a government agency and as such is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures when applied to this Contract may affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.
17. If anyone or more of the provisions or this Contract is declared invalid or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.




18. This Contract shall be valid and binding between the **PARTIES**, their heirs, executors, administrators, principals, successors-in-interest and assigns.

IN WITNESS WHEREOF, the **PARTIES** have hereunder signed and executed these presents on the date and at the place first above-written.


DEPARTMENT OF ENERGY
(Client)

By:



NIÑO J. GEROCHE
Director

SAVECON TRADING
(Contractor)

By:


ILEEN DEE O. MORA
General Manager

SIGNED IN THE PRESENCE OF:


HELEN C. ROLDAN
OIC, Accounting Division
OF No. 01-24-05-157
OF Date: May 31, 2024
OF No. 02-10101-2024-05-02811
P50, 020, 00

Alyssa M. Zaballero 

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S

DAVAO CITY,)

BEFORE ME, a Notary Public in and for the _____ on this ____ day of
~~08 MAY 2024~~ 2024, personally appeared:

NILO J. GEROCHE with Tax Identification No.
133-506-525 issued in Davao City, in his capacity
as **Director** of the **DEPARTMENT OF**
ENERGY- MINDANAO FIELD OFFICE.

-and-

MS. ILEEN DEE O. MORA with TIN ID No.
213-287-638-000 issued in Makati City in his
capacity as General Manager of **SAVECON**
TRADING.

both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the office and entity which they respectively represent.

This document refers to CY2024 Contract on Photocopying Services between the Department of Energy and Savecon Trading consisting of six (6) pages including this page on which this acknowledgement is written and all pages hereof have been signed by the **PARTIES** and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

Doc No. 73 ;

Page No. 16 ;

Book No. 1 ;

Series of 2024.

ATTY. REMLE ANNE M. ESTACIO

Notary Public

Notarial Commission No. 2023-269-2024

valid until December 31, 2024

TIN 761-195-144 • Roll of Attorneys No. 76244

PTR No. 9426447 • Davao City • 01/04/2024