

Republic of the Philippines
DEPARTMENT OF ENERGY-VISAYAS FIELD OFFICE
3rd and 5th Floor Escario Building,
731 N. Escario Street, Cebu City

CY 2024 CONTRACT ON PHOTOCOPYING SERVICES

KNOW ALL MEN BY THESE PRESENTS:

MAY 13 2024

This Contract made and entered into this _____ day of _____ 2024 at 5th Floor Escario Building, 731 N. Escario Street Cebu City, by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Visayas Field Office, with office address at 3rd and 5th Floor, Escario Building 731 N. Escario Street Cebu City, represented herein by its OIC for Visayas Field Office, **DIR. RENANTE M. SEVILLA**, hereinafter referred to as the "**CLIENT**";

-and-

AIMED TECHNOLOGY TRADING, a single proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at G/F Diez Building, F. Ramos St., Cebu City represented in this Act by its Proprietor, **MR. DONALD S. CARTAGENA**, 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 and 5th Floor, Escario Bldg., 731 N. Escario St. Cebu City;

WHEREAS, CLIENT has been allowed to canvass its photocopying services requirement for the Visayas Field Office through a duly approved Alternative Method of Procurement (AMP);

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

WHEREAS, the CLIENT invites bids for the procurement of **PHOTOCOPYING SERVICES** for **CY 2024** and has accepted a bid by the **CONTRACTOR** for the supply of services in the sum of **FORTY FOUR THOUSAND FOUR HUNDRED FORTY FOUR PESOS AND FORTY FOUR CENTAVOS (Php 44,444.44)** (hereinafter called "the Contract Price").

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 services to the **CLIENT** from Monday to Friday except during holidays and/or declared non-working days.
2. The **CONTRACTOR** shall provide three (3) photocopying machines inclusive of free toner for the **CLIENT** that can generate total copies printed every month. The **CONTRACTOR** shall supply, deliver and install two (2) units Three-tray Monochrome Photocopier at the 3rd and 5th Floor and one (1) unit Desktop Multifunctional Photocopier (scanner, printer and photocopier) at the 5th Floor of the **CLIENT**'s office premises.
3. The **CONTRACTOR** shall provide free on-site maintenance and technical support to the **CLIENT** within the contract period. The **CONTRACTOR** shall be responsible for the conduct of troubleshooting/repair of the three (3) photocopier machines. In case of defective photocopier machine, The **CONTRACTOR** shall provide technical support within twelve (12) hours upon receipt of notification from **CLIENT**. The **CONTRACTOR** shall provide a temporary photocopier machine to the **CLIENT** in case the photocopier in use is due for maintenance/repair.
4. For and in consideration of the services to be rendered under this Contract, **CLIENT** agrees to pay **CONTRACTOR** the amount of **NINETY CENTAVOS (Php 0.90) per good copy inclusive of any taxes and charges**. The **CONTRACTOR** shall submit the monthly billing to **CLIENT** for services rendered in the preceding month together with the meter reading per unit within five (5) days of the succeeding month. 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) working days from receipt of the monthly bill together with the required documents for purposes of processing thereof.


5. **CLIENT** shall pay **CONTRACTOR** at least fifteen (15) working days from receipt of the monthly bill 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:
- a. Submission of falsified or forged license as well as other falsified documents and reports;
 - b. 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 01 May 2024 and ending on 31 December 2024 unless sooner terminated by either **PARTY**, upon thirty (30) days prior written notice. The payment of photocopying services inclusive of toners shall be based on actual generated photocopies per month or until such time that the Contract Price (TCP) has been fully consumed.
13. **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.
14. 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**.
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.

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:



DIR. RENANTE M. SEVILLA
OIC, Visayas Field Office

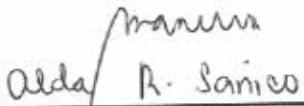
AIMED TECHNOLOGY TRADING
(Contractor)


By:


MR. DONALD S. CARTAGENA
Proprietor

SIGNED IN THE PRESENCE OF:


ATTY. BARRYTONE A. BUSI
DOE-VFO, Legal


Alda R. Samco
Aimed Technology Trading Representative


HELEN C. ROLDAN
OIC-Chief, Accounting Division

OFF No. 01-24-05-160

OFF Dtd: May 31, 2024

OBR No. 02-16101-2024-05-02147

44,444.44

Republic of the Philippines}
City of Cebu.....}SS.
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for the CEBU CITY MAY 13 2024 on this 13 day of MAY, 2024, personally appeared:

DIR. RENANTE M. SEVILLA with Tax Identification No. No. **147-724-722** issued in Cebu City, in his capacity as OIC for Visayas Field Office of the **DEPARTMENT OF ENERGY**;

-and-

DONALD S. CARTAGENA, with TIN # 420-325-098-000 issued in Cebu City, in his capacity as Proprietor of **AIMED TECHNOLOGY 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 CY 2024 Contract on Photocopying Services between the **DEPARTMENT OF ENERGY** and **AIMED TECHNOLOGY 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. 1;
Page No. 2;
Book No. 7;
Series of 2024.

ATTY. CERFRANZ A. BONIEL
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 00722
NOTARIAL COMMISSION UNTIL DECEMBER 2025
PTR NO. 1198190 11/14/2023 FOR 2024 CEBU PROVINCE
IBP NO. 360543 09/19/2023 FOR 2024 CEBU CITY
ATTORNEY ROLL NO. 75527
BACLE COMPLIANCE NO. VI-0025829 VALID UNTIL APRIL 14, 2025