

## CONTRACT AGREEMENT

THIS AGREEMENT, made this 24th day of October 2016 between **NATIONAL FOOD AUTHORITY Regional Office V (NFA-RO 5)** of Legazpi City hereinafter called the "Entity" and **PHILCOPY CORPORATION** of Cebuanga, Legazpi City hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute for the Supply and Delivery of One (1) unit Photocopying Machine at NFA Regional Office 5 and the Entity has accepted the Bid for **PESOS: EIGHTY ONE THOUSAND ONE HUNDRED FIFTY FOUR AND SIXTY CENTAVOS (Php81,154.60)** by the Contractor for the execution and completion of such services and the remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

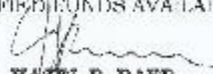
- a) Invitation to Submit Quotation;
- b) Bid Form (Request for Quotation);
- c) Notice of Award of Contract and the Bidder's conform thereto;
- d) Notice to Proceed;
- e) Abstract of Quotation;
- f) Minutes of Small Value Procurement (SVP);
- g) Bid Evaluation Report;
- h) Budget Cover;
- i) BAC Resolution (Procurement thru SVP);
- j) BAC Resolution (Recommending award of contract);
- k) Postings: 1.1 Philgepa, 1.2 NFA Website;
- l) Terms and Conditions/TOR;
- m) Other contract documents that may be required by existing laws and/or the Entity.

### 3. DESCRIPTION/SPECIFICATIONS:

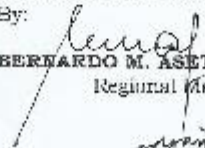
These specifications cover the requirements for the supply and delivery of one (1) unit Photocopying Machine at NFA Regional Office 5 which will form part of the contract.

- Copier (Automatic Reverse Document Feeder)
- With Printer, Scanner, Black and White and Color Scanning

CERTIFIED FUNDS AVAILABLE

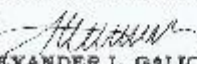
  
**HAZEL P. DAEP**  
Acting Accountant IV

**NATIONAL FOOD AUTHORITY**

By:   
**BERNARDO M. ASETRE, ASEAN Eng'r.**  
Regional Manager II

  
Witness

**PHILCOPY CORPORATION**

By:   
**ALEXANDER L. GALICIA**  
Major Account Officer

  
Witness

- With Toner, Developer and Cabinet
- With enlarger and reducer
- Standard Paper tray and 1 bypass tray
- Standard Duplex (back to back printing)
- Can handle paper sizes from A5 -A3
- 600 dpi copier resolution
- Copier Memory with Electronic Sorting
- 25 pages per minute
- Up to 99 sets of Multicopying

**4. OBLIGATIONS OF NFA**

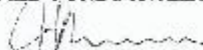
**On deliveries**

To issue an Inspection and Acceptance Report after the satisfactory commissioning and testing of the Photocopying Machine in accordance with NFA's technical Specifications.

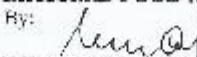
**On Payments**

- a. The NFA undertakes to pay the Contractor at the awarded Contract Price as stated in the Notice of Award and upon submission by the Supplier of billing statements and complete supporting documents subject to the usual NFA Accounting and Auditing Rules and Regulations.
- b. Among the documents to be prepared by NFA are the following:
- b.1. Voucher
  - b.2. Budget Utilization Slip
  - b.3. Original copy of Final Acceptance Report
  - b.4. Original copy of Inspection Report
  - b.5. Notice to Proceed duly signed and received by the Supplier
  - b.6. Original copy of Approved Contract
  - b.7. Notice of Award duly signed and received by the Supplier
  - b.8. HAC Resolution declaring the Winning Bidder
  - b.9. Bid Evaluation Report of TWG
  - b.10. Abstract of Quotations
  - b.11. Print copy of Posting at PhilGEPS of Invitation to Submit Quotation and RFQ
- c. The full payment shall be released after satisfactory testing and commissioning of the unit, issuance of Certificate of Final Acceptance and submission of all the required documents such as:

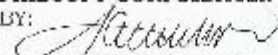
CERTIFIED FUNDS AVAILABLE:

  
**HAZEL P. DAEP**  
 Acting Accountant IV


**NATIONAL FOOD AUTHORITY**

By:   
**BERNARDO M. ASETRE, ASEAN Eng'r.**  
 Regional Manager II

**PHILCOPY CORPORATION**

By:   
**ALEXANDER L. GALICIA**  
 Major Account Officer

  
 \_\_\_\_\_  
 Witness

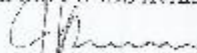
  
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 Witness

- c.1 Warranty Certificate
- c.2 Original copy of Sales Invoice
- c.3 Original copy of Delivery Receipt

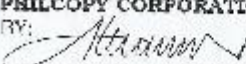
**5. OBLIGATION OF THE SUPPLIER**

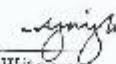
- a. The delivery of the Photocopying Machine shall be within the fifteen (15) calendar days period including the commissioning/testing at NFA Regional Office, Legaspi City.
- b. The supplier(s) shall coordinate with NFA Regional Office V authorized representative as to the date and time the items will be delivered to ensure the availability of the authorized personnel who will receive the deliveries, which should be the Supply Officer and/or authorized personnel in the office.
- c. The delivery shall be covered by appropriate documents such as duly accomplished Sales Invoice (SI) and Delivery Receipt (DR). In the absence of such documents, the items shall not be considered delivered. Incomplete delivery of parts and accessories of the Air conditioning units shall not be accepted.
- d. The Supplier(s) shall strictly comply with the prescribed NFA technical specifications and personally or through his duly authorized representative, witness the inspection to be conducted by the NFA Inspection Committee. Failure to deliver and conduct the testing of the facility on the specified period for any cause not attributed to NFA shall make the Supplier liable to liquidated damages of at least equal to one-tenth of one percent of the unperformed portion for every day of delay, which amount of penalty shall be deducted from any amount due to the Supplier.
- e. All expenses, losses, damages which may be incurred while the items for delivery are in transit to the designated delivery sites shall be borne by the supplier.
- f. The Supplier(s) shall submit the manufacturer's brochures of the offered equipment and components including electrical diagrams.
- g. Guarantee the availability of spare parts and technical personnel who shall undertake the required after sales service. Further, the supplier shall positively respond to the NFA's request for service within 72 hours from the receipt of notice/request.

CERTIFIED FUNDS AVAILABLE:

  
**HAZEL P. DAEP**  
 Acting Accountant IV

**NATIONAL FOOD AUTHORITY**  
 By:   
**BERNARDO M. ASETRE, ASEAN Eng'r.**  
 Regional Manager II

**PHILCOPY CORPORATION**  
 By:   
**ALEXANDER L. GALICIA**  
 Major Account Officer

  
 Witness

  
 Witness



**6. REPLACEMENT OF REJECTS**

Should any parts be rejected, the whole unit shall remain with the NFA until delivery of the replacement within a period of ten (10) working days after receipt of Notice of Rejection. Failure to replace the rejected items within the prescribed period, the NFA shall impose liquidated damages equivalent to 1,000 pesos of the undelivered unit and accessories for every day of delay. Expenses incurred in the delivery of replacement of rejected items shall be borne by the Supplier.

**7. INSPECTION**

To conduct inspection of the unit by authorized NFA personnel in the area upon complete delivery of said unit in the presence of the supplier or his authorized representative. Any finding/s of damage delivered shall not be accepted and will be rejected.

**8. WARRANTY**

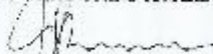
- a. The Supplier(s) shall warrant the Photocopier unit under the contract to have no defects arising from design, material or workmanship, or from any act or omission of the supplier that may develop under normal use.
- b. The Supplier(s) shall undertake repairs and servicing and shall replace the defective parts free of charge or shall replace the whole unit, if warranted, within the warranty period.

The Supplier(s) shall provide a Lifetime Free Service Warranty (monthly preventive maintenance) and a machine warranty for a period of one (1) year or 60,000 copies whichever comes first, reckoned from the date of receipt of Final Acceptance of the project.

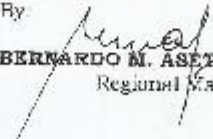
**9. LIQUIDATED DAMAGES**

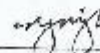
All contracts executed in accordance with the RA 9184 and its IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of goods, the amount of the liquidated damages shall be at least equal to one tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

CERTIFIED FUNDS AVAILABLE:

  
**HAZEL P. DAEP**  
Acting Accountant IV

**NATIONAL FOOD AUTHORITY**

By:   
**BERNARDO M. ASEPE, ASEAN Eng'r.**  
Regional Manager II

  
Witness

**PHILCOPY CORPORATION**

By:   
**ALEXANDER L. GALICIA**  
Major Account Officer

  
Witness

**10. LIABILITIES OF THE CONTRACTOR**

It is understood that time is of the essence of the contract and in case of failure of the Contractor to comply with the terms and conditions set forth, The Contractor shall be held liable in accordance with existing laws and decrees if the fault is attributed to him.

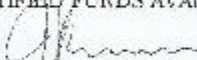
- a. The Supplier shall be penalized in case he fails to deliver the whole unit or fails to replace the rejected items and quantity within the time specified. The Supplier agrees to pay a liquidated damage of at least equal to one tenth of one percent for every day of delay, which amount of penalty shall be deducted from any amount due to the Supplier.
- c. No penalty for delay shall be imposed on the Supplier if the cause of the delay is imputable to NFA or to any forcilous event or force majeure. However, the Supplier is still obligated to comply with the delivery of the equipment and components, with no additional cost to the NFA, through out-sourcing and the delivery period shall be mutually agreed upon by both parties and an amendment to the delivery or contract extension shall be executed.
- d. In case of litigation arising from the Contract, the Contractor shall agree to pay liquidated damages in the amount of PHP 50,000.00 plus cost of suit.
- e. The case shall be filed exclusively with the proper courts in Legazpi City.


**11. SPECIAL PROVISIONS**

The suppliers shall undertake repairs and servicing and shall replace any defective spare parts, free of charge, or shall replace the whole item, if warranted, within the warranty period.

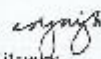
**IN WITNESS** whereof the parties thereto have caused this Agreement to be executed the day and year first above written.


CERTIFIED FUNDS AVAILABLE:

  
**HAZEL P. DAEP**  
Acting Accountant IV

**NATIONAL FOOD AUTHORITY**  
By:   
**BERNANDO M. ASETTE, ASEAN Eng'g.**  
Regional Manager II

**PHILCOPY CORPORATION**  
By:   
**ALEXANDER L. GALICIA**  
Major Account Officer

  
Witness

  
Witness

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of Legazpi)

BEFORE ME, Notary Public for and in LEGAZPI CITY personally appeared the following :

NAME	CTC/ID NUMBER	PLACE ISSUED	DATE ISSUED
1. BERNARDO M. ASETRE			
2. ALEXANDER L. GALICIA	CTC # 58124349	Law Office Alalay	7/1/16

Both known to me and me to known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed. This INSTRUMENT consisting of six (6) pages including this page upon which this acknowledgement is written and signed by the parties and their instrumental witnesses above their typewritten name on this page.

WITNESS MY HAND AND SEAL, this NOV 07 2016 day of NOV, 2016 in the City of Legazpi.

Doc. No. : 438  
Page No. : 81  
Book No. : 67  
Series of : 2016

*Hazel P. Daep*  
ATTY. HAZEL P. DAEP  
NOTARY PUBLIC  
UNTIL DEC 31, 2016  
IBP No. 006607, 10-21-115  
PT. No. CA 45051  
ISSUED ON 03-24-15 AT LEGAZPI CITY  
ROLL OF ATTORNEY No. 31065  
SULS No. 112-6048294164-22-10

CERTIFIED FUNDS AVAILABLE:

*Hazel P. Daep*  
HAZEL P. DAEP  
Acting Accountant IV

NATIONAL FOOD AUTHORITY  
By: *Bernardo M. Asetre*  
BERNARDO M. ASETRE, ASEAN Eng'r.  
Regional Manager II

PHILCOPY CORPORATION  
By: *Alexander L. Galicia*  
ALEXANDER L. GALICIA  
Major Account Officer

*adynia*  
Witness

*Signature of*  
Witness





Republic of the Philippines  
**NATIONAL FOOD AUTHORITY**  
Region V, Legazpi City

**NOTICE OF AWARD**

21 October 2016

**Mr. ALEXANDER L. GALICIA**  
Major Account Officer  
Philcopy Corporation  
Legazpi City

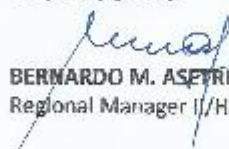
Dear Mr. Galicia,

We are pleased to inform you that your quotation for the Supply and Delivery of one (1) unit Photocopying Machine amounting to **Eighty One Thousand One Hundred Fifty Four Pesos and Sixty Centavos (Php81,154.60)** is hereby accepted.

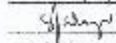
Contract Name	Contract Location	Contract Price	Contract Duration (Calendar Days)
Supply and delivery of one (1) unit Photocopying Machine	NFA Regional Office V	Php81,154.60	15 Calendar days from receipt of the Notice to Proceed
<b>TOTAL</b>		<b>Php81,154.60</b>	

In view hereof, you are hereby required within ten (10) calendar days from receipt of this Notice of Award to formally enter into a Contract with us.

Very truly yours,

  
**BERNARDO M. ASPRE, ASEAN Engr.**  
Regional Manager I / Head of Procuring Entity (HOPE)

CONFORME:

I acknowledge receipt of this Notice on 10/24/16  
Authorized Signature   
Name of the Owner/Representative Philcopy Corp. Legazpi City



Republic of the Philippines  
**NATIONAL FOOD AUTHORITY**  
Region V, Legazpi City

**NOTICE TO PROCEED**

25 October 2016

**Mr. ALEXANDER GALICIA**  
Major Account Officer  
Philcopy Corporation  
Legazpi City


Dear **Mr. Galicia**,

Notice is hereby given to PHILCOPY CORPORATION that work may commence for the Supply and delivery of One (1) unit Photocopying Machine at NFA Regional office, Pier Site, Legazpi City upon receipt of this Notice.

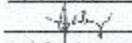
Upon receipt of this Notice, you are responsible in performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this Notice by signing the copy on the space provided below. Keep one copy and return the other to the National Food Authority, Regional Office V, Pier Site, Legazpi City.

Very truly yours,

  
**BERNARDO M. ASETRE, ASEAN Engr.**  
Regional Manager II  
Head of Procuring Entity (HOPE) *BA*

CONFORME:

I acknowledge receipt of this Notice on 10/25/16  
Authorized Signature   
Name of the Owner/Representative CHESTER M. GARCIA



Republic of the Philippines  
NATIONAL FOOD AUTHORITY  
Regional Office V, Legazpi City

BIDS AND AWARDS COMMITTEE  
RESOLUTION NO. 001  
Series of 2016

**RESOLUTION RECOMMENDING TO THE HOPE TO AWARD TO PHILCOPY CORPORATION, THE  
SUPPLY OF ONE (1) UNIT PHOTOCOPYING MACHINE**

WHEREAS, BAC Resolution No. 006, series of 2016 dated September 5, 2016 recommended to the HOPE the conduct of Negotiated Mode of Procurement thru Small Value Procurement for the purchase of one (1) unit Photocopying Machine;

WHEREAS, as approved by the HOPE, the invitation to Submit Quotation was posted at PhilGIPS and NFA Website from October 14-18, 2016 and at NFA Bulletin Board located at conspicuous place of the Agency;

WHEREAS, three (3) bidders were invited to participate in the bidding namely:

1. Copylantic Corporation;
2. Philcopy Corporation, and
3. Philippine Duplicators, Inc.


WHEREAS, out of the three (3) bidders who were invited to participate in the bidding, only two (2) bidders 1. Philcopy Corporation, and 2. Philippine Duplicators, Inc. submitted sealed quotations;


WHEREAS, after thorough examination and evaluation of the documents by the TWG, Philcopy Corporation, Legazpi City was rated responsive for having determined as technically, legally and financially capable to undertake the project;


NOW THEREFORE, premises considered, WE, the members of the NFA Regional Office Bids and Awards Committee, by authority vested upon us by law, **RESOLVED** to recommend to the Regional Director/Head of Procuring Entity to award the Supply of one (1) unit Photocopying Machine to Philcopy Corporation amounting to PESOS: **EIGHTY ONE THOUSAND ONE HUNDRED FIFTY FOUR & 60/100 (P81,154.60)**.


**DONE** at NFA Conference Room, Regional Office V, Legazpi City this 31<sup>st</sup> day of October 2016.

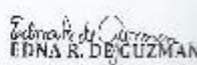
RECOMMENDING APPROVAL:  
REGIONAL OFFICE BIDS AND AWARDS COMMITTEE:

  
JULIE D. BUENO  
Economist IV/Member


  
BELLA M. TENA  
Supvng. GOO (QA)/Member

  
NELSIE E. ALCANTARA  
Supvng. GOO (IS)/Member

  
SONIA E. CASTANEDA  
Supvng. GOO (MO)/Vice-Chairperson

  
EDNA R. DE GUZMAN  
Assistant Regional Manager/Chairperson

APPROVED:

  
BERNARDO M. ASETRE, ASLAN Engr.  
Regional Manager II/HOPE