



Republic of the Philippines  
Department of Education  
REGION XIII – CARAGA  
SCHOOLS DIVISION OFFICE OF SURIGAO CITY

**CONTRACT AGREEMENT**  
(CONTRACT NO. FY-2022-GOODS-065)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

PHILCOPY CORPORATION, an establishment duly organized and registered under Philippine laws, with principal office address in Unit 4 Cinderella Arcade, North Motilla Blvd., Ong Yiu, Butuan City, hereinafter called the FIRST PARTY, and represented by RONALD RIMANDO as its authorized representative, a Filipino, of legal age, and a resident of the Philippines; and

*[Signature]*  
Witness  
N. TORALES  
PHILCOPY CORPORATION

DEPARTMENT OF EDUCATION – SURIGAO CITY DIVISION, a government agency duly constituted under the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the SECOND PARTY, and duly represented by KAREN L. GALANIDA, PhD, CESO VI, Filipino, of legal age, married, and a resident of Socorro, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

*[Signature]*  
Authorized Representative  
RONALD RIMANDO  
PHILCOPY CORPORATION

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the FIRST PARTY is a duly organized private company, which was verified and validated to be the bidder with the lowest calculated and responsive bid in the procurement for the PROCUREMENT OF HIGH QUALITY PRINTING SUPPLIES FOR THE PROVISION OF LEARNING RESOURCES TO KINDER TO GRADE 12 LEARNERS (LOT 1) hereinafter called THE PROJECT;

WHEREAS, the SECOND PARTY is the procuring entity and recipient of the aforementioned procurement;

*[Signature]*  
Assistant Schools Division Superintendent  
LAILA F. DANAQUE, EdD, CESO VI

WHEREAS, after having undergone and complied with all the requirements and procedures mandated under R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, the parties herein contract to proceed with THE PROJECT;

NOW, THEREFORE, for and in the total consideration of THREE MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED THIRTY FOUR PESOS (PHP 3,835,934.00), the FIRST PARTY hereby contracts to carry out THE PROJECT in favor of the SECOND PARTY, under the following terms and conditions, to wit:

*[Signature]*  
Schools Division Superintendent  
KAREN L. GALANIDA, PhD, CESO V

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);

1. Schedule of Requirements;
  2. Technical Specifications;
  3. General and Special Conditions of Contract; and
  4. Supplemental or Bid Bulletins, if any
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

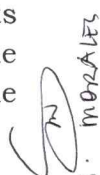
3. In consideration for the sum of THREE MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED THIRTY FOUR PESOS (PHP 3,835,934.00) or such other sums as may be ascertained, PHILCOPY CORPORATION agrees to perform the obligations in accordance with his/her/its Bid.

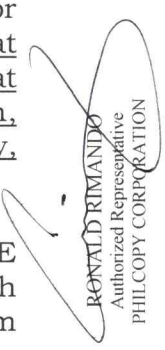
4. The Department of Education Division of Surigao City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

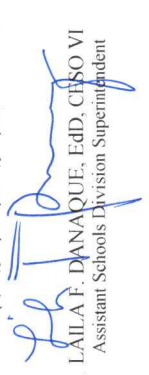
5. That the FIRST PARTY shall accomplish THE PROJECT, which obligation shall include the execution of the pertinent contracts and the signing of the procurement-related documents, the processing of all the necessary papers and documentation to warrant the delivery of the said goods/services, and the actual delivery itself of the procured goods within the stipulated period and following the Activity Design, Project Specifications, and Bill of Quantities of this procurement project;

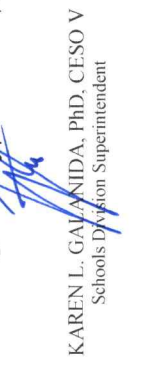
6. That, for purposes of clarity, the object of procurement refers to the items listed in Purchase Order No. 2022-11-547, as follows:

- a. 50 sets DIGITAL COPIER, High quality, Branded
  - Digital color copier with network printing, color scanning and network fax
  - Copy and print speed of 21 copies per minute, A4
  - Copy and print resolution of 1,200x 1,200 dpi, 9,600x600 multi-bit technology, 600x600 dpi
  - Warm-up time 32 seconds or less
  - Original size and copy size is from A6 up to legal

  
ELLEN N. MORALES  
Witness  
PHILCOPY CORPORATION

  
RONALDIRIMANDO  
Authorized Representative  
PHILCOPY CORPORATION

  
LAILA F. DANAQUE, EdD, CESO VI  
Assistant Schools Division Superintendent

  
KAREN L. GALANIDA, PhD, CESO V  
Schools Division Superintendent



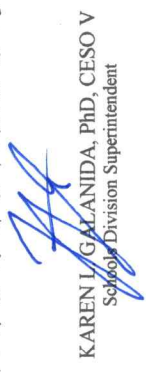
- Standard memory capacity is 512 MB and upgradeable to a maximum of 1,536 MB
  - Maximum Duty cycle of 65,000 pages per month
  - Input paper capacity of 250-sheets universal paper cassette and 50 sheets multi-purpose tray
  - Built in document processor with capacity of 50 sheets
  - Printer processor Cortex-A9 800MGHz
  - Compatible with Windows, Macintosh, Linux, Unix
  - Built in Gigabit Network, USB 2.0, USB Host connection, wireless LAN and slot for optional SD/SDHC card
  - PCL6,KPDL3 (Post Script 3 compatible) PDF Direct Print, and XPS Direct print emulations
  - Power consumption copying/printing 345W, Stand-by 41W"
- b. 110 cartridges DIGITAL COPIER TONER, compatible with the Digital Copier, Black
- c. 103 cartridges DIGITAL COPIER TONER, compatible with the Digital Copier, Magenta
- d. 103 cartridges DIGITAL COPIER TONER, compatible with the Digital Copier, Cyan
- e. 103 cartridges DIGITAL COPIER TONER, compatible with the Digital Copier, Yellow
- f. 3 sets COLOR DUPLEX DOCUMENT SCANNER, High quality, Branded
- Scan to editable Word and Excel files or searchable PDF files; OCR software included
  - Scan up to 45 ppm/90 ipm; 1-pass duplex scanning
  - Daily duty cycle up to 5,000 sheets
  - 100 sheets capacity

  
 EULEN A. TORRALBA  
 Witness  
 PHILCOPY CORPORATION

  
 RONALD RIMANDO  
 Authorized Representative  
 PHILCOPY CORPORATION

7. That the said delivery of goods/services must be completed and received by the SECOND PARTY within sixty (60) days from the receipt of the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
8. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
9. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to post the applicable warranty bond and to fulfill the warranties subject to proper handling and storage by the SECOND PARTY as provided under the law and R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, such that if within the warranty period there would arise defects on the goods procured such as manufacturing defects and other defects before the delivery of the goods, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY. Thus, for purposes of this particular procurement, both parties agree that the SECOND PARTY has thirty days (30) days from actual receipt of the procured goods to demand redress/replacement due to hidden defects, especially since the quality cannot be

  
 LAILA F. DANAQUE, EdD, CESO VI  
 Assistant Schools Division Superintendent

  
 KAREN I. GALANIDA, PhD, CESO V  
 Schools Division Superintendent

immediately ascertained unless the boxes or packings are opened, and three hundred sixty-five (365) days for the repair of factory defects after the replacement period;

10. That, in case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the cost of the unperformed portion of the works for every day of delay shall be imposed; and

IN WITNESS whereof the parties hereto have caused this Agreement to be executed under Contract No. FY-2022-GOODS-065, this March 10, 2023, at Surigao City, Surigao del Norte, Philippines.

Signed, sealed, delivered by LAILA F. DANAQUE, EdD, CESO VI, the BAC Chairperson for Department of Education, Division of Surigao City.

Signed, sealed, delivered by RONALD RIMANDO the Authorized Representative for PHILCOPY CORPORATION.

Binding Signature of PROCURING ENTITY

**KAREN L. GALANIDA, PhD, CESO V**

Schools Division Superintendent  
for:

Department of Education  
Schools Division Office of Surigao  
City

CTC No. \_\_\_\_\_

Issued on \_\_\_\_\_

Issued at \_\_\_\_\_

Binding Signature of CONTRACTOR

**RONALD RIMANDO**

Authorized Representative  
for:

PHILCOPY CORPORATION  
Unit 4 Cinderella Arcade, North  
Motilla Blvd., Ong Yiu, Butuan City

CTC No. \_\_\_\_\_

Issued on \_\_\_\_\_

Issued at \_\_\_\_\_

Signed in the presence of

LAILA F. DANAQUE, EdD, CESO VI

Agency's Witness

and

ELEN N. MORALES

Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. \_\_\_\_\_

DATE: \_\_\_\_\_

JANICE E. NAIG  
Budget Officer

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of Surigao ) S.C.

BEFORE ME, this 17 MAR 2023 in the City of Surigao, Philippines, personally appeared KAREN L. GALANIDA, PhD, CESO V and RONALD RIMANDO with their respective Community Tax Certificates, the particulars of which are as above written, known to me by the same persons who executed the foregoing instrument consisting of five (5) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their free act and voluntary deed and that of the agency which they respectively represent.

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

Doc. No. 179  
Page No. 36  
Book No. 24  
Series of 2023

**ATTY. ROLANDO G. SALISE**  
NOTARY PUBLIC  
Until December 31, 2024  
ROLL No. 48977  
IBP No. 158127; 3/28/2022 (double payment)  
PTR No. 2343944; 1/3/2023  
TIN No. 908-310-719  
RGCS Bldg., Narra Road, Butuan City

*[Signature]*  
ELEN N. MORALES  
Witness  
PHILCOPY CORPORATION

*[Signature]*  
RONALD RIMANDO  
Authorized Representative  
PHILCOPY CORPORATION

*[Signature]*  
LAILA FI DAN-AQUE, EdD, CESO VI  
Assistant Schools Division Superintendent

*[Signature]*  
KAREN L. GALANIDA, PhD, CESO V  
Schools Division Superintendent





**Republic of the Philippines**  
**Department of Education**  
 REGION XIII - CARAGA  
 SCHOOLS DIVISION OFFICE OF SURIGAO CITY

**PURCHASE ORDER**

Supplier: <b>PHILCOPY CORPORATION</b>	P.O. NO.: <b>2022-11-547</b>
Address: Unit 4 Cinderella Arcade, North Montilla Blvd., Butuan City	Date: 10-Mar-2023
TIN : 0	Mode of Procurement: NP-Small Value Proc.

**Purpose:** PROCUREMENT OF HIGH QUALITY PRINTING SUPPLIES FOR THE PROVISION OF LEARNING RESOURCES TO KINDER TO GRADE 12 LEARNERS

**Focal:** VENUS M. ALBORUTO, PhD (Education Program Supervisor)

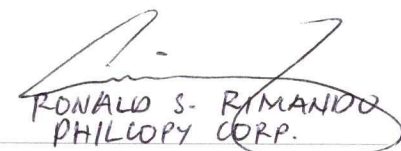
Gentlemen:  
Please furnish this office the following articles subject to the terms and conditions contained herein:


Place of Delivery: <u>Surigao City Division Office</u>	Delivery Term: <u>60 day/s (DDP)</u>
Date of Delivery: <u>17-Mar-2023</u>	Payment Term: <u>30 days</u>


Item No.	Unit	Descriptions	Quantity	Unit Cost	Amount
1	lot	LOT 1	1.00	3,835,934.00	3,835,934.00
	set	DIGITAL COPIER, High quality, Branded	50.00		-
	cartridge	DIGITAL COPIER TONER, compatible with the Digital Copier, Black	110.00		-
	cartridge	DIGITAL COPIER TONER, compatible with the Digital Copier,	103.00		-
	cartridge	DIGITAL COPIER TONER, compatible with the Digital Copier, Cyan	103.00		-
	cartridge	DIGITAL COPIER TONER, compatible with the Digital Copier,	103.00		-
	set	COLOR DUPLEX DOCUMENT SCANNER, High quality, Branded	3.00		-
		*** NOTHING FOLLOWS ***			-
					-
					-
					-
					-
					-
					-

Total Amount in Words: <b>THREE MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED THIRTY FOUR PESOS</b>	<b>3,835,934.00</b>
---	---------------------

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme:   
**RONALD S. RIMANDO**  
 PHILCOPY CORP.  
 Signature over Printed Name of Supplier  
 Date: 03/17/23

Very truly yours,   
**KAREN L. GALANIDA, PhD, CESO V**  
 Schools Division Superintendent

Fund Cluster: _____ Funds Available: _____ <div align="center">   <b>KRISNA BESS D. EDERA</b>          Accountant III       </div>	ORS/BURS No.: _____ Date of the ORS/BURS: _____ Amount: _____
---	---

