

**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **AGRICULTURAL TRAINING INSTITUTE (ATI)** with office address at **Elliptical Road, Diliman, Quezon City** represented by **ALFREDO S. ATON, Director IV**, hereinafter referred to as the **FIRST PARTY**.

-and-

The **COPYDATA SYSTEMS CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines and with principal office at 5<sup>th</sup> Floor, KBC Building, 353 J. P. Rizal, Barangay Olympia, Makati City represented herein by its Vice President, **LAURO JOSE H. MARQUEZ**, herein after referred to as the **SECOND PARTY**.

**WITNESSETH:**

**WHEREAS**, the **FIRST PARTY** is in need of a reliable supplier of consumables to be used in the printing equipment procured for the printing of IEC materials as part of its agricultural extension services;

**WHEREAS**, the **SECOND PARTY**, as the sole and exclusive distributor of OKI Dot Matrix printers, OKI Color/Monochrome printers, and multi-function printers, consumables and supplies in the Philippines, offers its set of products to the **FIRST PARTY**, pursuant to this Agreement;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions hereunder stipulated, the parties have agreed as follows:

- I. Contract Duration. The duration of the contract shall be from **February to June 2019**.
- II. Consumables to be Ordered. The items to be ordered by the **FIRST PARTY** to the **SECOND PARTY** will be limited to the following and according to the agreed prices per item:

<i>Item</i>	<i>Estimated Costs (PHP)</i>	
	<i>per item</i>	<i>per set</i>
1. OKI C9650 Toners		
a) Cyan	20,490.00	Php 70,790.00
b) Magenta	20,490.00	
c) Yellow	20,490.00	
d) Black	9,320.00	
2. OKI C9650 Drum		
a) Cyan	9,100.00	Php 36,400.00
b) Magenta	9,100.00	
c) Yellow	9,100.00	
d) Black	9,100.00	
3. OKI C9650		
Transfer Belt	14,100.00	Php 14,100.00
Fuser Unit	12,000.00	Php 12,000.00
4. OKI ES8473 Toners		
a) Cyan	9,340.00	Php 30,355.00
a) Magenta	9,340.00	
b) Yellow	9,340.00	
c) Black	2,335.00	
5. OKI ES8473 Drum		
a) Cyan	5,310.00	Php 19,108.00

b) Magenta	5,310.00	
c) Yellow	5,310.00	
d) Black	3,178.00	
6. OKI ES8473 Transfer Belt Fuser Unit	7,490.00 7,490.00	Php 7,490.00 Php 7,490.00

III. Schedule of Delivery and Payment. The delivery and payment for the consumables will be on a per order basis by the FIRST PARTY to the SECOND PARTY, as to the following schedule:

<i>Items</i>	<i>Quantity</i>	<i>Total Costs (PHP)</i>
<i>Schedule of Delivery: February 2019</i>		
OKI C9650 Toners Per set (CMYK)	12 sets	849,480.00
OKI C9650 Drum Per set (CMYK)	6 sets	218,400.00
OKI C9650 Transfer Belt	4 pcs	56,400.00
Fuser Unit	4 pcs	48,000.00
OKI ES8473 Toners Per set (CMYK)	36 sets	1,092,780.00
OKI ES8473 Drum Per Set (CMYK)	15 sets	286,620.00
OKI ES8473 Transfer Belt	4 pcs	29,960.00
Fuser Unit	3 pcs	22,470.00
		<b>PhP 2,604,110.00</b>
<i>Schedule of Delivery: May 2019</i>		
OKI C9650 Toners Per set (CMYK)	12 sets	849,480.00
OKI C9650 Drum Per set (CMYK)	6 sets	218,400.00
OKI ES8473 Toners Per set (CMYK)	36 sets	1,092,780.00
OKI ES8473 Drum Per Set (CMYK)	15 sets	286,620.00
		<b>PhP 2,447,280.00</b>

Total Cost for the Contract: **PhP 5,051,390.00**

- IV. That for and in consideration of the consumables to be ordered and services as stipulated under this contract, the **FIRST PARTY** shall pay the **SECOND PARTY** the guaranteed total amount based on the agreed schedule of delivery and payment, as stated above;
- V. Payments shall be made only upon a certification by the **FIRST PARTY** to the effect that the goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President of the Philippines no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.
- VI. The **FIRST PARTY** or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost.
- VII. Technical Support and Warranty of the Goods. The goods shall have a warranty period of three (3) months. The **SECOND PARTY** shall provide technical support to the **FIRST PARTY**, whenever necessary, according to the schedule of Response Time, as follows:



Calls	Response Time
All calls before 12:00 noon	4 hours after the call
Calls after 12:00 noon	Next business day – within 3 hours from the start of office hours

- VIII. Termination of the Contract. The FIRST PARTY may terminate this Contract anytime for any of the following grounds:
- When the SECOND PARTY violates any provision of this Contract;
  - When the SECOND PARTY fails to deliver the goods according to the agreed schedule and requirements;
- IX. Representation and Warranties. The parties hereby warrant that:
- They or their respective agents have the full power and authority to sign and execute this Contract which shall bind their principles.
  - The execution and performance of this Contract has been duly and fully authorized;
  - This Contract constitutes the legal, valid and binding obligations of both parties.
- X. If any of the terms or conditions of this Contract is held invalid or contrary to law, the validity of the other terms and conditions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have signed this Contract, this MAR 06 2019  
day of \_\_\_\_\_ 2019 in MAKATI CITY.


**AGRICULTURAL TRAINING INSTITUTE**  
(First Party)

**COPYDATA SYSTEMS CORP.**  
(Second Party)

By:


By:

  
**ALFREDO S. ATON, MPS-DM**  
Director IV

  
**LAURO JOSE H. MARQUEZ**  
Vice President

SIGNED IN THE PRESENCE OF:

  
**CHERISH GAY C. BUCONG**  
OIC, Accounting Office, AFU-OD

  
**LIEZEL COLON**  
Administrative Staff, Copy Data

  
**ANTONIETA J. ARCEO**  
Chief, ISD

**ACKNOWLEDGEMENT**

Republic of the Philippines)

MAKATI CITY) S.S.

**MAKATI CITY**

BEFORE ME, a Notary Public for and in \_\_\_\_\_ Metro Manila,  
personally appeared the following, this MAR 06 2019 day of \_\_\_\_\_ 2019.

Name	ID/CTC No.	Date Issued	Place Issued
ALFREDO S. ATON	OSEC-DAB-DIR4-1-1998	JANUARY 2019	QUEZON CITY
LAURO JOSE H. MARQUEZ	N11-79-014-054	SEPTEMBER 28, 2016	MANILA

Both known to me to the same persons who executed the foregoing agreement and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent. This agreement consists of two (4) pages including this page on which this Acknowledgement is written and has been signed on each page by the parties hereto and their respective witnesses.

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

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Book No. 65  
Series of 2019

NOTARY PUBLIC

**ATTY. JOSHUA P. LAPUZ**  
Notary Public Makati City  
Until Dec. 31, 2019  
Appointment No. M-82-(2018-2019)  
PTR No. 7333096 Jan. 3, 2019/ Makati  
IBP Lifetime No. 04897 Roll No. 45790  
MCLE Compliance No. V-0019692  
G/F Fedman Bldg. 199 Salcede St.  
Legaspi Village, Makati City