



**PROJECT: Lease Agreement of Photocopying Machines**

**CONTRACT NO.: 2022-AdmS2(001)-BIV-CB020-C019**

**LEASE CONTRACT**

**THIS CONTRACT** made and entered into this 4<sup>th</sup> day of July 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary for Human Resource and Organizational Development, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-060 (hereinafter referred to as "**DEPED**"); and **OTUS COPY SYSTEMS, INC.**, represented herein by its President, **ERWIN C. MANARPIIS**, with office address at 10<sup>th</sup> Floor, MG Tower #75, Shaw Blvd., Mandaluyong City, Philippines (hereinafter referred to as "**OTUS**"), as per Secretary's Certificate dated 28 December 2022 (hereto attached as Annex "A").

**DEPED** and **OTUS** are collectively called "**PARTIES.**"

**WHEREAS, DEPED** invited bids for the lease of photocopying machines, and received bids from two (2) bidders; **DEPED** opened, read, and evaluated the bids of the two (2) bidders and declared **OTUS** as having the Lowest Calculated Bid for the project; after evaluation, **DEPED** post-qualified and declared the bid of **OTUS** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS TWO MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND, FORTY-EIGHT and 40/100 (PhP2,185,048.40) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Description	Amount (PhP)
Lease Agreement of Photocopying Machines	PhP2,185,048.40

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meaning 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 part of this Contract, viz:
  - a. Philippine Bidding Documents (PBD);
    - i. Invitation to Bid;
    - ii. Instruction to Bidders;
    - iii. Bid Data Sheet;
    - iv. General and Special Conditions of the Contract;
    - v. Schedule of Requirements;
    - vi. Technical Specifications; and
    - vii. Bid Bulletin No. 1 dated 13 December 2022.
  - b. **OTUS'** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

*[Signature]*  
 CLARE B. JOSEPH  
 OTUS' Witness

*[Signature]*  
 ERWIN C. MANARPIIS  
 OTUS

*[Signature]*  
 ROBERT M. AGUSTIN  
 Director IV  
 DEPED's Witness

*[Signature]*  
 GLORIA JUMAMIL-MERCADO  
 DEPED



- c. Performance Security;
- d. Notice of Award of Contract and **OTUS'** conforme thereto; and
- e. Other contract documents required by existing laws and/or DepEd in the PBD. **OTUS** 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 Order, and Warranty Security, shall form part of the Contract.

3. **OTUS** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **OTUS** is in default of any of its obligations under this contract. **OTUS** shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.

4. **OTUS** shall render services for a period of **ONE (1) YEAR** or based on the volume or number of copies as indicated during the award of the contract (2,299,992 black and white copies, and 8 colored copies), whichever comes first, which shall commence within **15 WORKING DAYS** upon **OTUS'** receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP, in coordination with the Administrative Service-Asset Management Division. **OTUS** shall ensure that the services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

5. **OTUS** shall render services at the DepEd Central Office, DepEd Complex, Meralco Avenue, Pasig City. Services rendered at sites other than the DepEd Central Office without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be cause for the termination of the Contract.

6. The services to be rendered by **OTUS** must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and the photocopying machines must be in accordance with the final technical specifications as approved by the Bids and Awards Committee based on the actual offer (demonstration unit) of **OTUS** and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **OTUS** to deliver photocopying machines of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed. However, under justifiable circumstances, i.e. fortuitous events, force majeure, acts of God, public state emergency, or those defined under the Civil Code and other similar circumstances, delivery of goods of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the **DEPED's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **OTUS** for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

  
CLARICE B. JOSEPH  
OTUS' Witness

  
ERWIN C. MANARPIIS  
OTUS

  
ROBERT M. AGUSTIN  
Director IV  
DEPED'S Witness

  
GLORIA JUMAMIL-MERCADO  
DEPED



7. In case **OTUS** encounters condition(s) impeding timely completion of services, **OTUS** shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **OTUS** must provide sufficient proof to support any request for work suspension and/or contract period extension.

8. The Contract Price shall be paid to **OTUS** in accordance with the following disbursement procedures:

- a. **OTUS** may submit a request for payment based on the following:
- i. Cumulative value of actual combined reading for printing and copying of all machines based on the schedule of services and other relevant terms and conditions of the Contract; and,
  - ii. Certification by **OTUS**, as approved by the duly authorized DepEd representative, that the services have been rendered in accordance with the Contract.


Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

b. Payment shall be made to **OTUS** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:

- i. Payment shall be made to **OTUS** on a monthly basis based on the actual combined reading for printing and copying of all machines;
- ii. Total billing charge shall be computed by multiplying the actual total number of copies reproduced less 2% spoilage and test copies by the rental rate. As payment is based on the cost of the actual number of copies reproduced, total payment may be slightly lower than the amount of the contract award;
- iii. One percent (1%) of the total monthly billing shall be deducted for every violation committed by **OTUS** in the terms and conditions of this Contract.

9. **OTUS** shall ensure compliance with the functionality requirements of the machines and ensure any replacements or repair in case of defects or technical problems during the lease period. The replacement of toners, drums, fusers or imaging unit can be easily done by the end-user without technical intervention, if necessary. **OTUS** must have at least one (1) on-call technician to repair defective machine and response time shall be within two (2) hours from oral or written notifications. **OTUS** must also ensure that there are 65 working units at all times in the DepEd Central Office.

10. **OTUS** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any

  
CARLISLE B. JOSEPH  
OTUS' Witness

  
ERWIN C. MANARPIIS  
OTUS

  
ROBERT M. AGUSTIN  
DEPED'S WITNESS

  
GLORIA JUMAMIL-MERCADO  
DEPED



money due or which may become due to **OTUS**, or collect from any of the securities posted by **OTUS**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

11. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


*SIGNED, SEALED AND DELIVERED BY:*

  
**GLORIA JUMAMIL-MERCADO**  
Undersecretary for Human Resource  
and Organizational Development  
DEPED

  
**ERWIN C. MANARPIIS**  
President  
OTUS

*SIGNED IN THE PRESENCE OF:*

  
**ROBERT M. AGUSTIN**  
Director IV  
Accounting Service  
DEPED's Witness

  
**CLARICE B. JOSEPH**  
OTUS' Witness

*CERTIFIED FUNDS AVAILABLE: ₱2,125,048.40*

  
**MA. RHUNNAL CATALAN**  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY (METRO MANILA) S.S

**ACKNOWLEDGMENT**

QUEZON CITY

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of **JUL 12 2023** 2023 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

**ERWIN C. MANARPIIS**  
President  
OTUS

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 558  
Page No. 32  
Book No. XXV/11-A  
Series of 2023.

ATTY. Concepcion VILLAREÑA  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No 3716371 / January 3, 2023 Q.C.  
IBP No 167803 / November 25, 2021 Q.C.  
Roll No 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No NP-005 (2022-2023)  
TIN NO. 131-942-754-000

78

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this JUL 17 2023 day of JULY 2023 personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b> <i>(Number, Issued On, Issued By)</i>
<b>GLORIA JUMAMIL-MERCADO</b> Undersecretary for Human Resource and Organizational Development DEPED	P6519758A, 22 March 2018 DFA Manila

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 304;  
Page No. 74;  
Book No. XVIII-A  
Series of 2023.

*[Signature]*  
ATTY. CONCEPCION T. VILLAREÑA  
Notary Public for Quezon City  
Until December 31, 2023  
**NOTARY PUBLIC**  
PTR No. 3716371 / January 3, 2023 Q.C.  
IBP No. 167803 / November 25, 2021 Q.C.  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942-754-000

45:



## SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES )  
 CITY OF QUEZON CITY ) S.S.  
 X-----X

## AFFIDAVIT

I, **REYNALDO V. SILVINO**, of legal age, married, Filipino, with business address at 10<sup>th</sup> Floor MG Tower, No. 75 Shaw Boulevard, Mandaluyong City, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected **Corporate Secretary** of **OTUS COPY SYSTEMS, INC.**, a Corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, **DO HEREBY CERTIFY**, that:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on **December 12, 2022** at which a quorum was present and voting throughout the following resolution was unanimously approved to wit:

**RESOLUTION NO. : BP 078-12-2022EBD**

**"RESOLVED**, that any of the following representatives whose specimen signature/initials and copy of acceptable government issued Identification Cards with signatures as attachments, is/are authorized to sign in behalf of the Corporation, to procure and submit bid documents, and represent solely for the purpose of complying with the : -

**"Lease Agreement of Photocopying Machines, 2022-AdmS2(001)-BIV-CB-020"**

of the Department of Education (DepEd)

	NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS
1	ERWIN C. MANARPIIS	Philippine Passport		
2	CLAIRE B. JOSEPH	BIR ID		
3	JENNIFER L. CALAYAG	PhilHealth Membership ID		
4	EMELYE V. CASTRO	SSS - UMID		
5	MICHELLE T. FELIPE	PhilHealth Membership ID		

CERTIFIED ORIGINAL / TRUE COPY  
 AUTHORIZED REPRESENTATIVE(S)

S. d.

IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of December, 2022 at Mandaluyong City, Philippines.

  
**REYNALDO V. SILVINO**  
Corporate Secretary

**ACKNOWLEDGEMENT**

**SUBSCRIBED AND SWORN** to before me this DEC 29 2022, 2022 at QUEZON CITY, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his LTO issued Driver's License, with his photograph and signature appearing thereon, with no. N02-96-316567.

Witness my hand and seal this DEC 29 2022 day of \_\_\_\_\_, 2022.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. 208  
Page No. 160  
Book No. XXXV  
Series of \_\_\_\_\_

  
**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
Commission No. Adm. Matter No. NP 204 (2021-2022)  
IBP O.R. No. 132134 MD 2022 & PTR O.R. No. 133076 MD 2022  
PTR O.R. No. 246925 MD 2022 & PTR O.R. No. 30832/TIN# 129-871-009  
MCLE EXTENSION 2022-2023  
Address: 07, Harvard St. Cubao, Q.C.

**CERTIFIED ORIGINAL / TRUE COPY**  
  
AUTHORIZED REPRESENTATIVE

3:4



## SCHEDULE OF REQUIREMENTS

### A. List/Description of Goods /Services

The delivery schedule expressed below stipulates the date of delivery to the project site.

<b>Lease Agreement of Photocopying Machine</b>			
<b>Item No.</b>	<b>Description</b>	<b>Units/Qualities</b>	<b>Delivery</b>
1	Lease Agreement of Photocopying Machines	65	Within fifteen (15) working days upon receipt of Notice to Proceed or as may be indicated in the NTP in coordination with DepEd AS-AMD.

### B. Contract Duration

The contract duration shall be for one (1) year or will be based on the volume or number of copies as indicated during the award of the contract, whichever comes first. There will be **no price change** within the contract duration.

### C. Project Site

Goods shall be delivered and inspected at **DepEd Central Office, AMD, G/F Alonzo Bldg., Meralco Avenue, Pasig City.**

### D. Delivery and Receiving Instructions

The Supplier shall observe the following instructions:

- 1) Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
- 2) The Supplier shall notify the indicated authorized receiving personnel at the Project Site at the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel of the Purchaser is present during the date and time of delivery.
- 3) The Supplier shall make delivery or deliveries to the Project Site on regular working days, during Office hours from 8:00 A.M. to 5:00 P.M. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 A.M. or after 5:00 P.M., and on non-working days.
- 4) The Supplier shall coordinate with DepEd Asset Management Division for the turn-over of Inspection and Acceptance Report (IAR).
- 5) DepEd Inspectors and the Supplier or his/her representative must sign the Inspection Report.

3.0



**DISTRIBUTION LIST OF COPYING MACHINES**

<b>NO.</b>	<b>NAME OF OFFICE</b>
1	Accounting Division
2	ALS Office
3	Asset Management Division
4	Assistant Secretary for Legal
5	BAC Secretariat
6	Budget Division
7	Cash Division
8	Commission on Audit
9	Communication Division
10	Contract Management Division
11	Curriculum Standards Development Division
12	Disaster Risk Reduction Management Svc
13	Education Assessment Division
14	Education Facilities Division
15	Education Management Information System
16	Education Programs Delivery Unit
17	Education Research Division
18	Employee Account Mngt Division
19	Employee Welfare Division
20	External Partnership Service
21	General Services Division
22	Human Resource Development Division
23	International Cooperation Office
24	Investigation Division
25	Learning Resources Production Division
26	Learning Resources Quality Assurance
27	Legal Division
28	Legislative Liaison Office
29	Literacy Coordinating Council
30	Office of the Assistant Secretary for ALS
31	Office of the Assistant Secretary for Curriculum
32	Office of the Assistant Secretary for Finance
33	Office of the Director - Admin
34	Office of the Director - BLR
35	Office of the Director - BLSS
36	Office of the Director - ICTS
37	Office of the Director - Legal
38	Office of the Director - Palaro
39	Office of the Director - Planning Service
40	Office of the Director - PMS
41	Office of the Director Procurement Mngt Service
42	Office of the Secretary - Proper



**ANNEX "B"**

43	Office of the Undersecretary for BHROD
44	Office of the Undersecretary for Field Operations
45	Office of the Undersecretary for Legislative Affairs and EPS
46	Office of Undersecretary for Administration
47	Office the Director - Finance
48	Organization Effectiveness Division
49	Planning and Programming Division
50	Policy Research and Development Division
51	Procurement Planning and Management
52	Professional Development Division
53	Publication Division
54	Quality Assurance Division
55	Records Division
56	School Effectiveness Division
57	School Health Division
58	School Sports Division
59	Solutions Development Division
60	Special Curricular Programs Division
61	Student Inclusion Division
62	Teaching and Learning Division
63	Technology Infrastructure Division
64	User Support Division
65	Youth Formation Division
<b>Total</b>	<b>65 Offices</b>



**Lease Agreement of Photocopying Machines**

<b>Item</b>	<b>Bidder's Actual Offer (Based on the Demo Unit)</b>
<b>A. Copier Specifications</b>	
1	Refurbished
2	With LCD display, user-friendly, and with capability to deliver clear high-quality copies
3	Indicating the locking mechanism of the units to be supplied, i.e. manual key lock, coding pin lock, etc.
4	All with machine control that limits the number of print/copy per month
5	Continuous copying with the minimum monthly duty cycle of 200,000
6	Copier Resolution: 1,200x2,400 dpi
7	Reduction/Enlargement: 25% - 400%
8	Memory: 2GB
9	Density Control: automatic and manual
10	Warm-up time: 18 seconds
11	Minimum Speed: at least 55 ppm
12	Paper Size: A6 – Legal size (4.25x8.5x11x17 inches)
13	Maximum Original Size: A3
14	Paper Capacity: 500 per tray / 5 trays
15	No. of Machines (65 Units) Atleast 8 Units-Colored and 57 Units-Monochrome
<b>B. Printing Specifications</b>	
1	Print Resolution: 1200 x 1200 dpi
2	Interface/Connectivity: 10base-T/100 Base TX

<b>Item</b>	<b>Bidder's Actual Offer (Based on the Demo Unit)</b>
3	OS Support: can support latest OS
4	Printer Language: PCL6, PCL5c
5	Fonts: Manufacturer's Standard
6	Provision of wireless router for each unit
7	Capable of wireless connection with end-user's computer/device
<b>C. Scanner Specifications</b>	
1	Interface: 10Base-T/100Base-TX
2	Driver: TWAIN Driver, HDD TWAIN Driver
3	Protocol: TCP/IP (FTP, SMB/SMTP)
4	Speed Back: 30-50 ipm/opm
5	Resolution: 600 x 600 dpi
6	Maximum Size: up to A3
7	Output Format: TIFF, PDF, compact PDF, JPEG

3.4