



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2018- 7/**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Rental of Photocopying Machines," with an Approved Budget for the Contract of P4,200,000.00 for eleven (11) months;

**WHEREAS**, on October 16, 2018, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM Bulletin Boards;

**WHEREAS**, two (2) prospective bidders, namely: (i) Otus Copy Systems Inc.; and (ii) U-Bix Corporation, responded to the said Invitation and attended the Pre-bid Conference on October 23, 2018;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on October 30, 2018 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on November 6, 2018, only Otus Copy Systems Inc. submitted a bid;

**WHEREAS**, after preliminary examination of the bid, the BAC, using non-discretionary "pass/fail" criteria, determined the submission of Otus Copy Systems Inc. as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

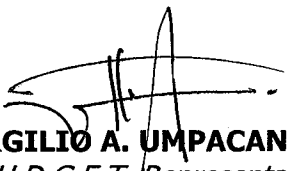
**WHEREAS**, after evaluation of the financial proposal, the BAC declared the submission of Otus Copy Systems Inc. as the Single Calculated Bid in the amount of P3,824,755.00;

**WHEREAS**, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Otus Copy Systems Inc. passed all the criteria for post-qualification; thus, it was declared as the Single Calculated and Responsive Bid in the amount of P3,824,755.00.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Rental of Photocopying Machines," be awarded to Otus Copy Systems Inc., in accordance with R.A. No. 9184 and its 2016 Revised IRR.

**ADOPTED**, this 15<sup>th</sup> day of November 2018 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

  
**THEA MARIE CORINNE F. PALARCA**  
*End-user Representative*

  
**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

  
**EDEN D. PANGILINAN**  
*Member*

not present  
**YOLANDA R. REYES**  
*Member*

not present  
**ROSEMARIE D. PAGALA**  
*Alternate Member*

not present  
**RYAN S. LITA**  
*Vice Chairperson*

  
**CLARITO ALEJANDRO D. MAGSINO**  
*Chairperson*

Approved  
 Disapproved

  
**BENJAMIN E. DIOKNO**  
*Secretary, DBM*



Date: \_\_\_\_\_



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

November 15, 2018

**MR. ERWIN C. MANARPIIS**

*President/Chairman*  
Otus Copy Systems, Inc.  
10<sup>th</sup> Floor, MG Tower  
No. 75 Shaw Blvd.  
Mandaluyong City

Dear **Mr. Manarpiis**:

We are pleased to inform you that the contract for the Project, "Rental of Photocopying Machines," is hereby awarded to Otus Copy Systems Inc. in the amount of P3,824,755.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

  
**BENJAMIN E. DIOKNO**

*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

November 15, 2018

**MR. ERWIN C. MANARPIIS**

*President/Chairman*

Otus Copy Systems, Inc.

10<sup>th</sup> Floor, MG Tower

No. 75 Shaw Blvd.

Mandaluyong City

Dear **Mr. Manarpiis**:

We are pleased to inform you that the contract for the Project, "Rental of Photocopying Machines," is hereby awarded to Otus Copy Systems Inc. in the amount of P3,824,755.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

CC

**BENJAMIN E. DIOKNO**

*Secretary*



revd:  
*[Signature]*  
1.29.2019

**CONTRACT No. 2019-03**  
**RENTAL OF PHOTOCOPYING MACHINES**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **BENJAMIN E. DIOKNO**, hereinafter called the "**DBM**";

- and -

**OTUS COPY SYSTEMS, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 10<sup>th</sup> Floor, MG Tower, No. 75 Shaw Blvd., Mandaluyong City, represented by **ERWIN C. MANARPIIS**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

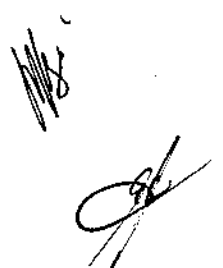
**WHEREAS**, the DBM conducted a public bidding for the Project, "Rental of Photocopying Machines," and the bid of the Supplier is in the amount of Three Million Eight Hundred Twenty Four Thousand Seven Hundred Fifty Five Pesos (P3,824,755.00), hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last January 29, 2019, and the Supplier posted its performance security on February 8, 2019;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security



3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2019 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET  
AND MANAGEMENT

by:



**BENJAMIN E. DIOKNO**  
*Secretary*

OTUS COPY SYSTEMS, INC.

by:

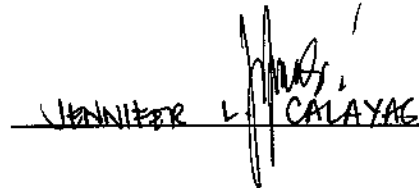


**ERWIN C. MANARPIIS**  
*President/Chairman*

SIGNED IN THE PRESENCE OF



**THEA MARIE CORINNE F. PALARCA**  
*Director IV*  
Administrative Service



**JENNIFER L. CALAYAG**

Funds Available:  
*Esperanza Q. Ignacio*  
**ESPERANZA Q. IGNACIO**  
Chief Accountant

ORS/ 021011012019-02. 159  
2/12/2019

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF MANILA ) S.S.

**FEB 20 2019**

**BEFORE ME**, a Notary Public for and in the City of **MANILA**, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>BENJAMIN E. DIOKNO</b>	DBM ID No. 0005	
<b>ERWIN C. MANARPIIS</b>	PASSPORT ID NO. P5353326A	DECEMBER 14, 2022

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Rental of Photocopying Machines was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of **FEB 20 2019** 2019.

**ATTY. GARY CAMITAN AURE**  
 NOTARY PUBLIC, ROLL NO. 60777  
 PTR No. 600675 Issued on Dec. 27, 2018 Until Dec. 31, 2019 Manila  
 JSP Lifetime No. 014690 Issued on Feb. 2, 2016  
 Commission No. 2910-472 Issued on Feb. 28, 2018 Until Dec. 31, 2019 Manila  
 MCLE No. 114006755 Issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022  
 Office Address: Room 306 3F NFWC Bldg. Escoda Corner San Marcelino St. Ermita, Manila  
 TIN No. 719-033-727-000

Doc. No. 481;  
Page No. 17;  
Book No. 2019;  
Series of 2019.

*[Handwritten signatures]*

**Bid Form  
(Revised)**

Date: November 6, 2018  
Invitation to Bid No.: **DBM-2019-02**

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**  
General Solano St., San Miguel, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number SBB No. 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "*Rental of Photocopying Machines*" in conformity with the said Bidding Documents for the sum of *Three Million Eight Hundred Twenty Four Thousand Seven Hundred Fifty-Five Pesos [ PhP 3,824,755.00 ]*;

UNIT	PARTICULARS	TOTAL COST (inclusive of VAT)
29	minimum of 12,500 copies for speed 55ppm & up/month	PhP 2,815,175.00
13	minimum of 10,000 copies for speed 35-54ppm/month	PhP 1,009,580.00
<b>TOTAL:</b>		<b>PhP 3,824,755.00</b>

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

**CERTIFIED ORIGINAL TRUE COPY**  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE(S)



We likewise certify/confirm that the undersigned, is granted full power and authority by the **Otus Copy Systems, Inc.** , to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Rental of Photocopying Machines** of the **Department of Budget and Management**.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this 6<sup>TH</sup> day of November, 2018.

  
\_\_\_\_\_  
Erwin C. Manarpiis

Authorized Representative  
[In the capacity of]


Duly authorized to sign Bid for and on behalf of: **OTUS COPY SYSTEMS, INC.**

  
\_\_\_\_\_  
**CERTIFIED ORIGINAL / TRUE COPY**  
AUTHORIZED REPRESENTATIVE(S)

## For Goods Offered From Within the Philippines

Name of Bidder: **OTUS COPY SYSTEMS, INC.** . Invitation to Bid<sup>1</sup> Number : **DBM-2019-02**  
 Page : 1 of 1

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable per item if Contract is awarded	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5 + 6 + 7 + 8)	Total Price delivered Final Destination (col 9) x 4
1	<b>FUJI XEROX Monochrome Default Device</b> Any and / or combination(s) of the following Models: <ul style="list-style-type: none"> <li>• AP 3065R</li> <li>• AP C3375R</li> <li>• DC 4070</li> <li>• DC 5070</li> <li>• AP C5575R</li> </ul>								
	a.) 50ppm & up	Phils.	29 units	0.00	0.00	0.00	0.00	0.00	0.00
	b.) 35ppm – 49ppm	Phils.	13 units	0.00	0.00	0.00	0.00	0.00	0.00
2	<b>Monochrome Prints for 11 months</b>								
	a.) 50ppm & Up	Phils.	3,987,500 pages	0.63	0.00	0.076	0.00	0.706	2,815,175.00
	b.) 35ppm-49ppm	Phils.	1,430,000 pages	0.63	0.00	0.076	0.00	0.706	1,009,580.00

  
ERWIN C. MANARPHIS or JENNIFER L. CALAYAG  
 [signature]

AUTHORIZED REPRESENTATIVE(S)  
 [in the capacity]

Duly authorized to sign bid for and on behalf of: **OTUS COPY SYSTEMS, INC.**

<sup>1</sup>If ADB, JICA, and WB funded projects, use IFB.

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## *Section VI. Schedule of Requirements*

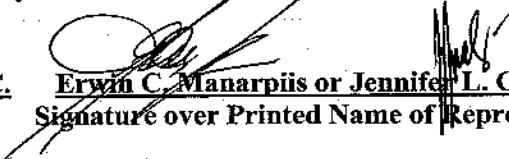
The delivery schedule expressed as weeks/months stipulates hereafter the date of delivery to the project site.

ITEM NO.	DESCRIPTION	QUANTITY/ UNITS	DELIVERY DATE
1	Rental of brand new or newly remanufactured copying machines (paper copier) with multi-functional device such as copier, printer and scanner (configuration), digital type, automatic electronic sorter and feeder and back-to-back feature, to be installed at the following: <ul style="list-style-type: none"> <li>•DBM Buildings located at General Solano Street, San Miguel, Manila</li> <li>•Batasan Complex, Quezon City</li> <li>•Little Presidents Learning Palace, Jose P. Laurel St. cor. Matienza St., San Miguel, Manila</li> </ul> <i>*See attached distribution list</i>		Thirty (30) days upon issuance of Notice to Proceed (NTP)
2	On call technician to repair defective machines. Response time shall be within four (4) hours from verbal or written notification. Machines that cannot be repaired within twenty-four (24) hours shall be replaced with new units.	One (1) technician	
3	On site training of DBM personnel on operation of machines	At least five (5) DBM personnel	As determined by the AS-GSD
4	Stand by back-up unit in good working condition (50ppm & up)	4 units	Thirty (30) days upon issuance of NTP

**\*The AS-GSD may increase or decrease the number of units of photocopying machines to be delivered and, in such event, there shall be a corresponding adjustment in the actual cost, provided that the resulting cost of said increase or decrease shall not exceed the ABC.**

**I hereby certify to comply and deliver all the above requirements.**

**OTUS COPY SYSTEMS, INC.**  
Name of Company/Bidder

  
Signature over Printed Name of Representative

**Nov. 6, 2018**  
Date

1

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## *Section VII. Technical Specifications (Revised)*

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

ITEM NO.	SPECIFICATIONS	Bidder's Statement of Compliance
<b>A</b>	<b>COPIER SPECIFICATION</b>	
1	Rental of brand new or newly manufactured copying machines (paper copier) with multi-functional device such as copier, printer and scanner (configuration), digital type, automatic electronic sorter and feeder and back-to-back feature	<b>"Comply"</b>
2	With LCD display, user friendly and with capability to deliver clear high quality copies	<b>"Comply"</b>
3	Minimum copies per month: <ul style="list-style-type: none"> <li>• 12,500 for copy/print speed 50 ppm &amp; up – 29 units</li> <li>• 10,000 for copy/print speed 35-49 ppm – 13 units</li> </ul>	<b>"Comply"</b>
4	Warm-up time: 35 seconds or less	<b>"Comply"</b>
5	Continuous copying 1-999 copies	<b>"Comply"</b>
6	Copy Paper size: A3-A5R and 11" x 17"	<b>"Comply"</b>
7	Maximum Original size: A3	<b>"Comply"</b>
8	Warm-up time: 35 seconds or less	<b>"Comply"</b>
9	Fixing: Heated roller fixing	<b>"Comply"</b>
10	Density control: automatic and manual	<b>"Comply"</b>
11	Indicating the locking mechanism of the units to be supplied, i.e., Manual Key lock, coding pin lock, etc.	<b>"Comply"</b>
12	First copy out time: 4 seconds or less	<b>"Comply"</b>
13	Copier resolution: 600 x 600 dpi	<b>"Comply"</b>
14	Paper size: up to A3	<b>"Comply"</b>
15	Reduction/Enlargement: 25%-400%	<b>"Comply"</b>
16	Paper trays: 4 trays plus bypass tray	<b>"Comply"</b>
17	Paper capacity: minimum of 2,095 sheets	<b>"Comply"</b>

  
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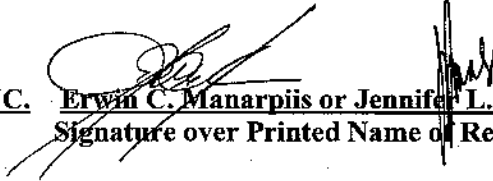
18	Memory: minimum of 512 MB	"Comply"
19	Hard disk: 40GB	"Comply"
<b>B</b>	<b>PRINTING SPECIFICATION</b>	
1	Print resolution: 1200x1200 dpi	"Comply"
2	Interface/Connectivity: 10 base-T/100 Base TX	"Comply"
3	OS Support: can support latest OS	"Comply"
4	Printer Language:PCL6, PCL5e	"Comply"
5	Fonts: Manufacturer's Standard	"Comply"
6	Wifi capable	"Comply"
<b>C</b>	<b>SCANNER SPECIFICATION</b>	
1	Interface:10 Base-T/100 Base-TX	"Comply"
2	Driver: TWAIN Driver, HDD TWAIN Driver	"Comply"
3	Protocol: TCP/IP (FTP, SMB/SMTP)	"Comply"
4	Speed Black-30-50 ipm/opm	"Comply"
5	Resolution: 600 x 600 dpi	"Comply"
6	Maximum size: up to A3	"Comply"
7	Output Format: TIFF, PDF, compact PDF, JPEG	"Comply"
<b>D</b>	<b>OTHERS</b>	
1	Certification from the original equipment manufacturer that the copying machine was remanufactured by them or a certificate from the original manufacturer that the company is authorized to remanufacture the units to be supplied to the DBM.	"Comply"
2	One (1) on-call technician to repair defective machines. Response time shall be within four (4) hours from verbal or written notification.	"Comply"
3	Replacement of defective parts, provided the machine is still functional, shall be made within forty-eight (48) hours from response time, except for justifiable cause.	"Comply"
4	The company shall provide at least two (2) toners and one (1) spare drum on stock for each unit of copying machine and three (3) unit fusers for the whole lot.	"Comply"
5	Toners, fusers and drums can be replaced by the end-user without technician intervention, if necessary.	"Comply"
6	Total billing charges us computed by multiplying the actual total	"Comply"

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	number of copies reproduced less 2% spoilage and test copies by the rental rate.	
--	--	--

**I hereby certify to comply with all the above Technical Specifications.**

OTUS COPY SYSTEMS, INC.  
Name of Company/Bidder

  
Erwin C. Manarpiis or Jennifer L. Calavag  
Signature over Printed Name of Representative

Nov. 6, 2018  
Date

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**AUTHORIZED REPRESENTATIVE(S)**

## Distribution List

<b>A</b>	<b>DBM BUILDING I</b>	<b>6 UNITS</b>
1	Legal Service	"Comply"
2	Budget Information and Training Service (BITS)	"Comply"
3	Systems and Productivity Improvement Bureau (SPIB)	"Comply"
4	Organization, Position Classification and Compensation Bureau (OPCCB)	"Comply"
5	Fiscal Planning and Reforms Bureau (FPRB)	"Comply"
6	Library	"Comply"
<b>B</b>	<b>DBM BUILDING II</b>	<b>24 UNITS</b>
1	Office of the Secretary	"Comply"
2	Usec. Agnes Joyce Bailen	"Comply"
3	Usec. Laura Pascua	"Comply"
4	Usec. Janet Abuel	"Comply"
5	Usec. Lilia Guillermo	"Comply"
6	Usec. Tina Rose Marie Canda	"Comply"
7	Usec. Herman Jumilla	"Comply"
8	Asec. Clarito Alejandro Magsino	"Comply"
9	Asec. Myrna Chua	"Comply"
10	Asec. Amelita Castillo	"Comply"
11	Asec. Amenah Pangandaman	"Comply"
12	Asec. Achilles Gerard Bravo	"Comply"
13	Ms. Julia Nebrija	"Comply"
14	BMB-A	"Comply"
15	BMB-B	"Comply"
16	BMB-C	"Comply"
17	BMB-D	"Comply"
18	BMB-E	"Comply"

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19	BMB-F	"Comply"
20	Local Government and Regional Coordination Bureau (LGRCB)	"Comply"
21	Budget Technical Bureau (BTB)	"Comply"
22	Information and Communications Technology Systems Service (ICTSS)	"Comply"
23	Commission On Audit (COA)	"Comply"
24	DLO-Senate	"Comply"
<b>C</b>	<b>DBM BUILDING III</b>	<b>6 units</b>
1	Internal Audit Service (IAS)	"Comply"
2	Corporate Planning and Management Service (CPMS)	"Comply"
3	Finance Service (FS)	"Comply"
4	Administrative Service (AS)	"Comply"
5	Central Records Division (CRD)	"Comply"
<b>D</b>	<b>DLLO BATASAN COMPLEX</b>	<b>1 unit</b>
<b>E</b>	<b>BUDGET AND TREASURY MANAGEMENT SYSTEM (BTMS)</b>	<b>1 unit</b>
<b>F</b>	<b>STAND BY UNITS</b>	<b>4 units</b>
	<b>TOTAL</b>	<b>42 units</b>

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 AUTHORIZED REPRESENTATIVE(S)





October 26, 2018

Department of Budget and Management  
Ground Floor, DBM Building III, General Solano St.,  
San Miguel Manila

## CERTIFICATION

This is to certify that **OTUS COPY SYSTEMS, INC.** with office Address at 10<sup>th</sup> Floor MG Tower, No. 75 Shaw Blvd., Mandaluyong City, is an **AUTHORIZED DEALER** of **FUJI XEROX PHILIPPINES, INC.** for the Philippine Government Market.

To this date and unless otherwise advised, they are the mandated to cover projects & service your section/office, with our **GENUINE FUJI XEROX PRODUCTS.**

They are also a **PREMIUM AUTHORIZED SERVICE PROVIDER**, as such they are authorized to remanufacture\* and implement the warranty coverage for all **FUJI XEROX** products sold by them.

You may contact the undersigned for any queries about this matter.

**GIL R. TAINO**

Assistant Vice President  
Head, National Channel Operations  
25F, SM Aura Tower 26th St., Corner McKinley Parkway  
Taguig City 1630, Philippines  
+632.8785200 Trunkline  
[Guillermo.taino@phl.fujixerox.com](mailto:Guillermo.taino@phl.fujixerox.com)

\* *"remanufacture" defined as repair, rework, overhaul and restore to the equipment's satisfactory working performance*

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***Section IV. General Conditions of Contract***

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## 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

## **6. Scope of Contract**

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.



- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE 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 no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

- 16.1. The Procuring Entity 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 to the Procuring Entity. The SCC Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC Clauses 23 to 26**, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;



- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the <b>Department of Budget and Management (DBM)</b> .
1.1(i)	The Supplier is
1.1(j)	The Funding Source is:  The Government of the Philippines (GOP) through the authorized appropriations under the FY 2019 National Expenditure Program in the amount of <b>Four Million Two Hundred Thousand Pesos (P4,200,000.00)</b> .
1.1(k)	The Project Site is:  Department of Budget and Management General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is:  Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 3117  Contact Person: Engr. Argee M. Sta. Barbara OIC-Chief Administrative Service-General Services Division (AS-GSD)  The Supplier's address for Notices is:
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
15	No further instructions.
16.1	The quantity of the Goods delivered to DBM shall be inspected by the AS-GSD. However, inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications and its order and condition, will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection

	will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
17.3	Not applicable.
17.4	Not applicable.
21.1	No additional provision.



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

November 15, 2018

**MR. ERWIN C. MANARPIIS**

*President/Chairman*

Otus Copy Systems, Inc.

10<sup>th</sup> Floor, MG Tower

No. 75 Shaw Blvd.

Mandaluyong City

Dear **Mr. Manarpiis**:

We are pleased to inform you that the contract for the Project, "Rental of Photocopying Machines," is hereby awarded to Otus Copy Systems Inc. in the amount of P3,824,755.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

**BENJAMIN E. DIOKNO**

*Secretary*



*for*  
KENSUO DE RAMOS

1-29-19



# Travelers Insurance Surety Corporation

Since 1964

10th/F. G.E. Antonio Building T.M. Kalaw Cor. J. Bocobo St.,  
Brgy. 856 Zone 72 Dist. V. Emilio, Manila 1000, Philippines 00  
VAT Reg. TIN: 000-196-038-00000

00

## OFFICIAL RECEIPT A N<sup>o</sup> 8365231

### CONDITIONS GOVERNING ISSUE OF THIS RECEIPT

If this payment is not acceptable to the Company for the purpose offered, it will be returned in due course of business. A tender of premium shall be considered only as payment if the underwriting standards of the Company and/or the provisions of the policy/bond contract of insurance coverage will have been, or is in force. Any check or money order tendered shall not be considered as payment until such check or money is cleared/cashed by the Company.

Date: Dec. 27, 2018

RECEIVED from OTUS COPY SYSTEMS INC. TIN: \_\_\_\_\_

Address: \_\_\_\_\_ Business Style: \_\_\_\_\_

the sum of seven thousand eight hundred seventeen and 63/100

pesos (P. 7,817.63) in payment of the following: 100 only

Policy / Bond No.: \_\_\_\_\_ Amount of Coverage: P. \_\_\_\_\_ Period of Coverage: From 12/27/18 To 12/27/19  
6(15)157716 1,147,426.50

		PHILIPPINE CURRENCY	
		Pesos	Cvts.
Cash.....P. _____	VAT/PREMIUM (Invoice Value) ..... Documentary Stamps..... Fire Service Tax..... Premium Tax..... Local Gov't. Tax..... Notarial Fee..... Reinsurance Account..... OTHERS..... TOTAL	P. <u>5,737</u>	<u>14</u>
Check.....P. _____		<u>717</u>	<u>50</u>
Bank _____		<u>688</u>	<u>46</u>
No. _____		<u>43</u>	<u>03</u>
Agency _____		<u>631</u>	<u>50</u>
Code _____			
This cancels Provisional			
Receipt No. _____			
Dated _____			
			P. <u>7,817</u>

Vatable Sales \_\_\_\_\_  
 VAT Exempt Sales \_\_\_\_\_  
 Zero Rated Sales \_\_\_\_\_  
 VAT Amount \_\_\_\_\_  
 Total Sales (VAT Inclusive) \_\_\_\_\_  
 Less: VAT \_\_\_\_\_  
 Amount Not of VAT \_\_\_\_\_  
 Less: SC/PWD Discount \_\_\_\_\_  
 Less: Withholding Tax \_\_\_\_\_  
 Amount Due \_\_\_\_\_  
 Add: VAT \_\_\_\_\_  
**TOTAL AMOUNT DUE** \_\_\_\_\_

THIS OFFICIAL RECEIPT BY STANDARD PRACTICE OF TRAVELLERS INSURANCE & SURETY CORPORATION IS VALID IF SIGNED BY A DULY AUTHORIZED OFFICIAL OF THE CORPORATION AND/OR DULY AUTHORIZED AGENT ONLY.



Authorized Signature

St. Citron TIN: \_\_\_\_\_  
OSCA/PWD ID No: \_\_\_\_\_ Signature: \_\_\_\_\_

1000 Bldg. (5th Fl) ASES001-4840000  
 EIN Activity in Office: 02-041001443741E  
 Date of ATP: 02-18-2018 Expiry Date: 02-18-2023  
 App Reference No.: APP1000000001833/2616  
 GELBY PRINTING PRESS  
 B.A.E.M.S. Inc. Marikina, Valenzuela City  
 Non-VAT Reg. TIN: 961-828-205-00000  
 Printer's Accreditation No. 02-0410201000000026  
 Date Issued: 12-13-2013

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE REAT

WHITE: FAVOR'S COPY - PINK: ACCOUNTING COPY - BLUE: AGENT'S COPY - YELLOW: FILE COPY

CERTIFIED TRUE / PHOTO COPY

B1g. 2016/85-R  
(No.) 2016/85-R



*lp*  
LEONILA R. LANSANGAN  
IC Supervising Insurance Specialist  
Licensing Division  
Insurance Commission

Date: \_\_\_\_\_

APR 13 2018

Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
**KOMISYON NG SEGURO**  
INSURANCE COMMISSION

**KATIBAYAN NG PAGKAMAYKAPANGYARIHAN**  
CERTIFICATE OF AUTHORITY

**ITO AY PATUNAY** na ang **TRAVELLERS INSURANCE & SURETY CORPORATION**  
(This is to certify that **TRAVELLERS INSURANCE & SURETY CORPORATION**  
**NG LUNGSOD NG MAYNILA, PILIPINAS**)

na isang pang **DI-BUHAY**  
**NON-LIFE**  
**(FIRE, MARINE, CASUALTY & SURETY)**

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
(insurance company has complied with all requirements of law)

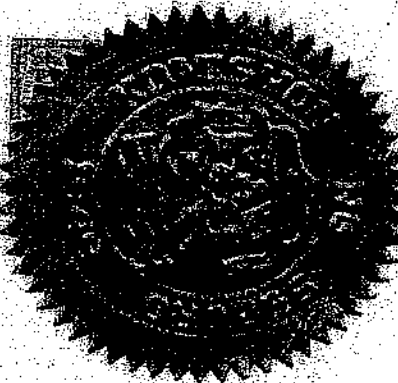
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban  
(of the Philippines relative to such insurance companies, and it is hereby granted)

mitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng  
(this **CERTIFICATE OF AUTHORITY** to transact)

urt ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatumpu't isang  
(the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first)

araw ng Disyembre, taong dalawang libo't labing-walo  
(day of December 2018)

maliban kung agad na bawlin o pigilin ng may makatuwirang dahilan.  
(unless sooner revoked or suspended for cause.)



Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan.  
(In **WITNESS WHEREOF**, I have hereunto subscribed my name)

at Ikinintal ang Opisyal na Tatak ng aking Tanggapan  
(and caused my Official Seal to be affixed)

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
(at the City of Manila, Philippines. This becomes)

simula ika-isa ng Enero 2016.  
(effective on 1 January 2016.)

*Emmanuel F. Dooc*  
**EMMANUEL F. DOOC**  
Insurance Commissioner

\*AO No. 119 issued on  
April 4, 1965

Date Issued: \_\_\_\_\_





**Travellers Insurance  
Surety Corporation**  
Since 1964

"Your key to stability. Your partner in business."

Head Office:  
10th Floor, G.E. Antonino Bldg., T.M. Kalaw St.  
cor. J. Bocobo Streets, Ermita, Manila 1000  
Tels. 521-6008; 400-9327  
Fax: 521-4931; 525-1119

**BOND ENDORSEMENT**

ENDORSEMENT NO. 11587 Date JANUARY 31, 2019  
 ATTACHED TO AND FORMING PART OF TRAVELLERS INSURANCE & SURETY CORP.  
 Principal: OTIS COPY SYSTEMS, INC.  
 Address: 10th FLR. MG Tower No. 75 Shaw Blvd., Mandaluyong City  
 Obligee: DEPARTMENT OF BUDGET AND MANAGEMENT  
 Bond No.: G(13) 157716 Amount: 1,147,426.50  
 Kind of Bond: PERFORMANCE BOND Period of Coverage: 1/27/18-19

It is hereby declared and agreed that this bond is amended to correct the detail / to add provision to the bond, as follows:

IT IS HEREBY DECLARED AND AGREED THAT THE CORRECT VALIDITY PERIOD OF THE ABOVE MENTIONED PERFORMANCE BOND SHOULD BE:

DECEMBER 27, 2018 to DECEMBER 31, 2019

and not as previously stated.

All other terms and conditions remain the same.

Project: RENTAL OF PHOTOCOPIING MACHINES.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limit or conditions of the bond except as herein above set forth.

**Travellers Insurance  
Surety Corporation**  
Since 1964

TIN 000-196 158-000 VAT

OTIS COPY SYSTEMS, INC.

BY: 

Conforme:

JOEY A. FRANCISCO  
VP FOR SALES & MARKETING  
Principal

By:

ROMEO P. ARZADON

VP-UNDERWRITING/RT  
Authorized Signatory

sisacn#0684-19/js.



Blg. 2019/17-R  
(No.) 2019/17-R

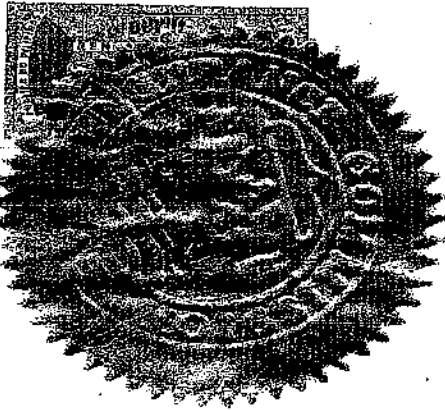
Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
INSURANCE COMMISSION

**KATIBAYAN NG PAGKAMAYKAPANGYARIHAN**  
CERTIFICATE OF AUTHORITY

**ITO AY PATUNAY** na ang **TRAVELLERS INSURANCE & SURETY CORPORATION**  
Ito ay patunay na ang

na isang pang **DI-BUHAY**  
**NON-LIFE**  
**(FIRE, MARINE, CASUALTY & SURETY)**

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
*Insurance company, has complied with all requirements of law*  
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban  
*of the Philippine relative to such insurance companies, or if it is already granted*  
nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng  
*its CERTIFICATE OF AUTHORITY to transact*  
uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatumpu't isang  
*the class of business herein set forth and within a check month, on the thirty first*  
araw ng Disyembre, taong dalawang libo't dalwampunt-isa  
*day of December 2019*  
maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.  
*unless sooner revoked or suspended for cause.*



Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan  
*As WITNESS WHEREOF, I have hereunto subscribed my name*  
at ikinintal ang Opisyal na Tatak ng aking Tanggapan  
*and caused my Official Seal to be affixed*  
sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
*at the City of Manila, Philippines. This becomes*  
simula ika-isa ng Enero 2019.  
*effective on 1 January 2019.*

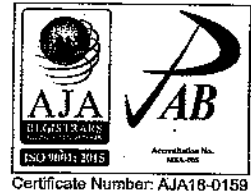
  
**DENNIS B. FUNA**  
Insurance Commissioner

\*AO No. 119 issued on  
April 4, 1965

Date Issued: \_\_\_\_\_



Republic of the Philippines  
Department of Finance  
**INSURANCE COMMISSION**  
1071 United Nations Avenue  
Manila



## CERTIFICATION

This is to certify that **TRAVELLERS INSURANCE & SURETY CORPORATION** is licensed to transact non-life insurance business in the Philippines for **FIRE, MARINE, CASUALTY and SURETY** lines under **Certificate of Authority No. 2019/17-R** effective 1 January 2019 until 31 December 2021, unless sooner revoked or suspended for cause.


It is certified, moreover, that **TRAVELLERS INSURANCE & SURETY CORPORATION** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued **PERFORMANCE BOND NO. G(13) 157716** which is callable upon demand together with the principal **OTUS COPY SYSTEMS, INC.** in favor of the obligee **DEPARTMENT OF BUDGET AND MANAGEMENT** in the amount of **ONE MILLION ONE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED TWENTY SIX PESOS AND 50/100 ONLY (PHP 1,147,426.50)** for the project: **RENTAL OF PHOTOCOPYING MACHINE**. Certified photocopy of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **Mr. Marianito G. Faral**, SVP Comptroller of **Travellers Insurance & Surety Corporation**, pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

*Issued this 6<sup>th</sup> day of February 2019.*

*City of Manila, Philippines.*

*For the Insurance Commissioner:*

  
**ROMINA AINA D.L. CABI**  
Attorney II  
Suretyship Unit

Office of the Insurance Commissioner  
Paid under O.R. No. 0097486 A

IC-LRE-DP-001-F-15  
Rev. 1

/jao



**Travellers Insurance  
Surety Corporation**  
Since 1964

"Your Key to stability. Your partner in business."

Head Office:  
10th Floor, G.E. Antonino Bldg., T.M. Kalaw  
cor. J. Bocobo Streets, Ermita, Manila  
Tels.: 521-3822; 521-5455; 400-9327  
Fax: 521-4931; 525-1119

G(13) No. 157716

TRISCO BOND NO. \_\_\_\_\_

Premium ₱ \_\_\_\_\_  
D.S. \_\_\_\_\_  
E-Vat \_\_\_\_\_  
LGT \_\_\_\_\_  
N. Fee \_\_\_\_\_

**PERFORMANCE BOND**

TOTAL ₱ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, OTUS COPY SYSTEMS, INC.

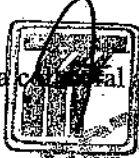
Principal of 10th Floor MG Tower No. 75 Shaw Bl vd., Brgy. Daang Bakal, MANDALUYONG CITY and TRAVELLERS INSURANCE & SURETY CORPORATION, a corporation organized and existing under and by virtue of the laws of the Philippines, as SURETY, are held and firmly bound unto the OBLIGEE DEPARTMENT OF BUDGET AND MANAGEMENT in the sum of PESOS

ONE MILLION ONE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED (P. 1,147,426.50) Philippine Currency, for the payment of which sum well and truly to be made, we bind, ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:**

WHEREAS, the above bounden principal, has required by the obligee to post this bond to guarantee the full and faithful performance by winning bidders of its obligation under RENTAL OF PHOTOCOPIING MACHINES. THIS BOND IS CALLABLE ON DEMAND AS PER AMENDED OF R.A. 9184 AS AMENDED.

WHEREAS, the liability of surety company under this bond shall in no case exceed the amount of PESOS ONE MILLION ONE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED TWENTY SIX AND 50/100 (P. 1,147,426.50) ONLY, Philippine Currency.

WHEREAS, the insurance company shall require the principal to put a  as a condition precedent for the issuance of this bond.

NOW, THEREFORE, if said Principal shall in all respect duly and fully perform all and singular covenant, terms, conditions and agreement stipulated in said award to the true intent and meaning thereof, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of TRAVELLERS INSURANCE & SURETY CORPORATION, under this bond will expire on dec. 27, 2019 and this bond will be deemed automatically cancelled ten (10) days after its expiration unless the Surety is notified in writing, within said period of any existing obligation thereunder. It is hereby further agreed and understood that no action at law or equity shall be brought against the Surety under this Bond unless the same is brought before a competent Court within one year from the date said written notice of any existing obligation is received by the Surety, as herein stipulated.

IN WITNESS WHEREOF, this 27th day of December, 2018 at Manila city of Philippines.

VALID FOR PHILIPPINES ONLY

OTUS COPY SYSTEMS INC.

**Travellers Insurance  
Surety Corporation**  
Since 1964  
TIN 000-196-058-000 VAT

TRISCO BOND NO. ....

# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } S.S.  
CITY OF MANILA

G(13) 157716

In the MANILA, Philippine Islands, this 27th day of December 2018  
A. D., personally appeared before me.

NAME	COMM. TAX NO.	ISSUED	
		AT	ON
JOEY A. FRANCISCO	CRN-00-33596-2009-9		

and ROMEO P. ARZADON  
issued at DRIVER LICENSE NO. N10-75046660 with Comm. Tax No. ....  
INSURANCE & SURETY CORPORATION with Comm. Tax No. 000149771 for and in behalf of TRAVELLERS  
to me known to be the same persons who signed and executed the foregoing instrument and acknowledged  
before me the same is of their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial seal at the place and date first  
above written.

Doc. No. 487  
Page No. 98  
Book No. XGII  
Series of 2018



**IGNACIO S. MANAPIL**  
Commission No. 2018-061  
Notary Public for Manila  
Until December 31, 2019  
2298 Leon Guinto St., Malate, Manila  
P.O. Box 33223  
PTR No. M1479/2006, Jan. 04, 2019  
LIFETIME IDP Member No. 02491

REPUBLIC OF THE PHILIPPINES } S.S.  
CITY OF MANILA

I, ROMEO P. ARZADON- VP AND UNDERWRITING/RI  
of TRAVELLERS INSURANCE & SURETY  
CORPORATION having been duly sworn, states and deposes that the said TRAVELLERS INSURANCE & SURETY  
CORPORATION is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with  
principal office at Manila, and is duly authorized to execute and furnish bonds for all purposes within the said  
Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit:  
ONE MILLION ONE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED TWENTY SIX AND 50/100  
147,426.50 ) Pesos, Philippine Currency, over and above all just debts and obligations and property,  
subject for execution.



TIN 000-196-058-000 VAT

ROMEO P. ARZADON  
VP-Underwriting / RI  
December 2018 MANILA

Subscribed and sworn to before me this 27th day of December at 2018  
Philippines, Affiant exhibited to me his Comm. Tax No. and that of the Corporation as above mentioned.

No. 488





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

**MR. ERWIN C. MANARPIIS**

*President/Chairman*

Otus Copy Systems, Inc.

10<sup>th</sup> Floor, MG Tower

No. 75 Shaw Blvd.

Mandaluyong City

Dear **Mr. Manarpiis**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Rental of Photocopying Machines," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

*C C-F*  
**BENJAMIN E. DIOKNO**  
*Secretary*



I acknowledge receipt and acceptance of this Notice on: 2-21-19

Name of Consultant and/or Representative: JOHN CARLO BAYLOSIS

Authorized Signature: *Ju.*