

CONTRACT FOR 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 Philippines, with principal office located at Mabini Hall, Malacanang, Manila, represented herein by **SEC. FLORENCIO B. ABAD** (hereinafter called the "DBM");

- and -

U-BIX CORPORATION, a corporation duly organized and existing under the laws of the Philippines, with principal office located at 1344 Angono St., Makati City, represented herein by **MS. MELISSA D. FERRERAS** (hereinafter called the "Supplier");

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the rental of photocopying machines (hereinafter, the "Goods and Services") and the bid of the Supplier in the total amount Two Million Two Hundred Twenty Seven Thousand Five Hundred Pesos (P2,227,500.00) (hereinafter called the "Contract Price");

WHEREAS, the Notice of Award was issued to the Supplier on April 11, 2013, and Supplier posted its performance security on April 19, 2013;

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 and Price Schedule;
B	-	Schedule of Requirements;
C	-	Technical Specifications;
D	-	General Conditions of Contract;
E	-	Special Conditions of Contract;
F	-	Notice of Award; and
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 _____, 2013 at Malacanang, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT
By:


FLORENCIO B. ABAD
Secretary

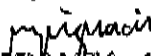
U-BIX CORPORATION
By:


MELISSA D. FERRERAS
Senior Manager

SIGNED IN THE PRESENCE OF


SOFIA C. YANTO
Director, Administrative Services


JOEY A. FRANCISCO
Customer Service Manager

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

0024 2013-V-684
5/2/13

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following

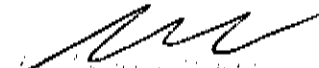
Name	Valid ID	Valid Until
FLORENCIO B. ABAD	DBM ID No. 3706	2014
MELISSA D. FERRERAS	Passport ID# EB-0681952	Aug. 2, 2015

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 signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of MAY 22, 2013, 2013.

Doc. No. 328 ;
Page No. 67 ;
Book No. VIII ;
Series of 2013.


Notary Public
City of Manila
Philippines
P.I.D. No. 1234567890
IBR No. 1234567890







BID FORM

Date: **March 20, 2013**

The Chairperson
DBM-Bids and Awards Committee
Department of Budget and Management
Malacañang, Manila

Gentlemen and/ or Ladies:

Having examined the Bidding Documents including Supplemental/Bid Bulletin Addendum No. 1(Rental of Thirty Three (33) Units Photocopying Machines), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform the Rental of Thirty Three (33) units Photocopying Machines in conformity with the said Bidding Documents for the sum of Two Million Two Hundred Twenty Seven Thousand Five Hundred Pesos Only (Php 2,227,500.00):

Particulars	Cost per copy (Inclusive of VAT)	Unit	Total Cost (Inclusive of VAT)
12,500 for copy speed 40-50 copies/minute (12,500 x cost per copy x 10 units x 11 months)	P 0.675 per copy	10	P928,125.00
10,000 for copy speed 30-40 copies/minute (10,000 x cost per copy x 12 units x 11 months)	P 0.675 per copy	12	P891,000.00
5,000 for copy speed 20-30 copies/minute (5,000 x cost per copy x 11 units x 11 months)	P 0.675 per copy	11	P408,375.00
Total (Inclusive of VAT)	P 0.675 per copy	33	P2,227,500.00

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 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.

Dated this **20th** day of **March 2013**.


MELISSA D. FERRERAS

SENIOR MANAGER

Duly authorize to sign Bid for and on behalf of **UBIX CORPORATION**



U-BIX CORPORATION

1344 Angono Street, Makati City
1200 Manila, Philippines
Tel. No.: (632) 897-6819
Fax No.: (632) 897-6805
www.ubix.com.ph









PROPOSED SYSTEM

Thirty Three (33) Units :

Ten (10) Units KM BIZHUB 421/501
Twelve (12) Units KM BIZHUB-362/421/501
Eleven (11) Units KM BIZHUB-362/421/501

**Straight rate @ P0.675 per copy
12% VAT Inclusive
No Minimum Copy Volume Requirement per Month
Less 2% Spoilage**

**Total Bid of Php 202,500.00 per month
Or
Php 2,227,500.00 for eleven (11) months**

Based on declared volume of 300,000 copies per month below:

40-45 CPM	10 Units	12,500 copies	=	125,000 copies
30-40 CPM	12 Units	10,000 copies	=	120,000 copies
20-30 CPM	11 Units	5,000 copies	=	<u>55,000 copies</u>
TOTAL per Month				300,000 copies

Bid Validity: 120 Calendar Days from the opening of bids
(July 18, 2013)

By: 
MELISSA D. FERRERAS
Senior Manager
U-BIX CORPORATION 



U-BIX CORPORATION

1344 Angono Street, Makati City
1200 Manila, Philippines
Tel. No.: (632) 897-6819
Fax No.: (632) 897-6805
www.ubix.com.ph









UBIX PROPOSED RENTAL SYSTEM

Inclusive of:

- FREE** Lifetime Service Guarantee
- FREE** Consumables
- FREE** Maintenance & Service
- FREE** Spare Parts Replacement
- FREE** Key Operator Training
- TWO PERCENT (2%) SPOILAGE ALLOWANCE**


MELISSA D. FERRERAS
SENIOR MANAGER 



U-BIX CORPORATION

1344 Angono Street, Makati City
1200 Manila, Philippines
Tel. No.: (632) 897-6819
Fax No.: (632) 897-6805
www.ubix.com.ph







Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery Date
1.	<p>Rental of brand new or new remanufactured paper copier with Multi-functional devise to be installed at the following DBM Buildings located at Gen. Solano Street, San Miguel, Manila; Malacanag Compound, San Miguel, Manila; and Batasan Complex, Quezon City.</p> <p>(i) DBM Building I (LS, TIS, SPIB, OPCCB,FPB)</p> <p>(ii) DBM Building II (OSec, OSec Ext. Office (PIU, COS), Usec MLR, Usec REM, Usec LBP, Usev EVG, Asec LC and RCU, Asec ADC, Asec JA, Asec CA, Asec GM, BTS, CPRU, ICTSS, BMB A-G)</p> <p>(iii)DBM Building III (IAS, CPRS, FMS, AS, CRD, COA)</p> <p>(iv) DLLO, Batasan Complex</p>	<p>5 units</p> <p>21 units</p> <p>6 units</p> <p>1 unit</p>	<p>5 units</p> <p>21 units</p> <p>6 units</p> <p>1 unit</p>	<p>15 days from receipt of the Notice to Proceed</p>
2.	On-site training of DBM personnel on how to use the machines			To be scheduled by the Administrative Service

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

UBIX CORPORATION
Name of Company/Bidder

MELISSA D. FERRERAS
Senior Manager
Signature Over Printed Name of Representative

March 18, 2013
Date


Section VII. Technical Specifications

(1 of 4 pages of Technical Specifications)

Item	Specification	Bidder's Statement of Compliance
	General:	COMPLY
1.	Rental of brand new or new remanufactured paper copier with multi-functional devise (configuration) (Copier, Printer, Scanner and Fax) Digital Type, automatic electronic sorter and feeder and back-to-back feature	COMPLY COMPLY COMPLY COMPLY COMPLY
2.	Model (with LCD display, user friendly, and with capability to deliver clear high quality copies)	COMPLY COMPLY
3.	Warm up time is 2 minutes	COMPLY
4.	Fixing: heated roller fixing	COMPLY
5.	Density control: automatic and manual	COMPLY
6.	Paper Supply and Tray: 500 sheets/tray, minimum of 3 trays plus 1 by-pass tray	COMPLY COMPLY
7.	Memory Capacity: 128 MB	COMPLY
8.	Indicate the locking mechanism of the units to be supplied i.e manual key lock, coding pin lock, etc.	COMPLY COMPLY
9.	The units to be supplied should be in existence for only five (5) years or less from the manufacturing date as of the date of submission/opening of bids. The maximum number of meter reading is 400,000 copies per unit.	COMPLY COMPLY COMPLY COMPLY

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

UBIX CORPORATION
Name of Company/Bidder


MELISSA D. FERRERAS
Senior Manager
Signature Over Printed Name of
Representative

March 18, 2013
Date










2 of 4 pages Technical Specifications


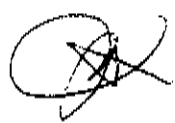
Item	Specifications	Bidder's Statement of Compliance
	Copier Specifications:	COMPLY
1.	Minimum copies per month: a. 12,500 for copy speed 40-50 copies/minutes – 10 units b. 10,000 for copy speed 30-40 copies/minute – 12 units c. 5,000 for copy speed 20-30 copies/ minute – 11 units	COMPLY COMPLY COMPLY COMPLY
2.	Continuous copying – 1-999 copies	COMPLY
3.	Copy paper size: A3-A5R and 11" x 17"	COMPLY
4.	Maximum Original size: A3	COMPLY
5.	Reduction/enlargement: 25% to 400%	COMPLY
6.	Copy paper: regular or special paper (transparencies)	COMPLY
7.	Copy System: Laser Electronic Transfer	COMPLY
	Scanner Specifications:	COMPLY
1.	Interface: 10Base-T/100Base-TX/1000Base-T	COMPLY
2.	Driver: TWAIN Driver, HDD TWAIN Driver	COMPLY
3.	Protocol: TCP/IP (FTP, SMB, SMT P)	COMPLY
4.	Speed: Black – 45/45 opm (300dpi)	COMPLY
5.	Size: Max. A3	COMPLY
6.	Output Format: TIFF, PDF, compact PDF, JPEG	COMPLY
7.	Resolution: Push-200 to 600dpi; Pull-100 to 600 dpi	COMPLY

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

UBIX CORPORATION
Name of Company/Bidder

MELISSA D.  FERRERAS
Senior Manager
Signature Over Printed Name of Representative

March 18, 2013
Date



3 of 4 pages Technical Specifications

Item	Specification	Bidder's Statement of Compliance
	Printer Specifications:	COMPLY
1.	HDD: 40gb (shared with the copier)	COMPLY
2.	Print Resolution: 600dpi x 600dpi	COMPLY
3.	PDL: PCL5e/c, PCL XL, PostScript 3	COMPLY
4.	Protocol: TCP/IP, IPX/SPX (NDS support), SMB (Net BEU), LPD, IPP1.1, SNMP, HTTP	COMPLY
5.	OS Support: Windows 7 and 8, XP, 32, 64 bit	COMPLY
6.	Fonts: Manufacturer's Standard	COMPLY
7.	Interface: 10 BASE-T/100BASE-TX/1000BASE-T	COMPLY
8.	Transmission Speed: Approx 3 seconds	COMPLY
	WI-FI capable	COMPLY
	Fax Specifications:	COMPLY
1.	Communication: Super G3	COMPLY
2.	Compatible Lines: Public Telephone Line, Fax Communication Line	COMPLY
3.	Line Density: G3: 8 x 3.85, 8 x 7.7, 16 x 15.4 line/mm, 600x600dpi	COMPLY
4.	Modern Speed: 2.4 kbps-33.6 kbps	COMPLY
5.	Compression: MH/MR/MMR/JBIG	COMPLY
6.	Sending Paper Size: maximum A3	COMPLY
7.	Recording Paper Size: maximum A3	COMPLY

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

UBIX CORPORATION
Name of Company/Bidder


MELISSA D. FERRERAS
Senior Manager
Signature Over Printed Name of Representative

March 18, 2013
Date









4 of 4 pages Technical Specifications

	Specification	Bidder's Statement of Compliance
	Others:	COMPLY
1.	One (1) on-call technician to repair defective machines. Response time shall be within four (4) hours from verbal or written notification.	COMPLY COMPLY COMPLY
	In case of breakdown, replacement unit shall be provided to ensure that the downtime shall not exceed twenty four (24) hours.	COMPLY COMPLY COMPLY
	Replacement of defective parts, provided the machine is still functional, shall be made within forty eight (48) hours from response except for justifiable cause.	COMPLY COMPLY COMPLY
2.	Total billing charges is computed by multiplying the actual total number of copies reproduced less 2% spoilage and test copies by the rental rate.	COMPLY COMPLY COMPLY

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

UBIX CORPORATION
Name of Company/Bidder

MDF
MELISSA D. FERRERAS
Senior Manager
Signature Over Printed Name of Representative

March 18, 2013
Date

J

MDF


[Signature]

[Signature]

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. DEFINITIONS	37
2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	38
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE.....	39
4. GOVERNING LAW AND LANGUAGE	39
5. NOTICES	39
6. SCOPE OF CONTRACT	40
7. SUBCONTRACTING	40
8. PROCURING ENTITY'S RESPONSIBILITIES	40
9. PRICES	40
10. PAYMENT	41
11. ADVANCE PAYMENT AND TERMS OF PAYMENT.....	41
12. TAXES AND DUTIES	41
13. PERFORMANCE SECURITY.....	41
14. USE OF CONTRACT DOCUMENTS AND INFORMATION	42
15. STANDARDS	43
16. INSPECTION AND TESTS	43
17. WARRANTY	44
18. DELAYS IN THE SUPPLIER'S PERFORMANCE.....	44
19. LIQUIDATED DAMAGES	45
20. SETTLEMENT OF DISPUTES.....	45
21. LIABILITY OF THE SUPPLIER	46
22. FORCE MAJEURE	46
23. TERMINATION FOR DEFAULT	46
24. TERMINATION FOR INSOLVENCY	47
25. TERMINATION FOR CONVENIENCE	47
26. TERMINATION FOR UNLAWFUL ACTS.....	48
27. PROCEDURES FOR TERMINATION OF CONTRACTS	48

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 receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.



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.



10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity 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.
- 10.4. Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

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. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) 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: Seventy percent (70%) 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



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 the 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 and 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.
- 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.



- 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 shall rescind 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.



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 Head of the Procuring Entity 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.



- (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 Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at anytime 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity; 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

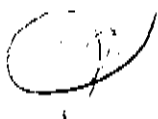
The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

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.



	<p>(i) One (1) 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 a new unit.</p> <p>(ii) Total billing charges is computed by multiplying the actual total number of copies reproduced less 2% spoilage and test copies of the rental rate.</p>
10.4	No further instructions.
13.4 (c)	No further instructions.
16.1	<p>The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity upon prior due 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 results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> <p>The inspection and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.</p>
17.3	Not applicable.
17.4	Not applicable.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the procuring entity.



Rejm



REPUBLIC OF THE PHILIPPINES
Department of Budget and Management
Malacañang, Manila

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

April 11, 2013

MS. MELISSA D. FERRERAS
Senior Manager
U-BIX Corporation
1344 Angono St., Makati City

Dear **Ms. Ferreras**:

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2013-16, we are pleased to inform you that the contract for the Project "Rental of Photocopying Machines" is hereby awarded to your company in the amount of Two Million Two Hundred Twenty Seven Thousand Five Hundred Pesos (P2,227,500.00).

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 within ten (10) calendar days upon receipt of this notice.

Very truly yours,


FLORENCIO B. ABAD
Secretary





GREAT DOMESTIC INSURANCE COMPANY OF THE PHILIPPINES INC.

HEAD OFFICE
5F, Champ Bldg., Ayala Circle,
Port Area, Manila
Tel. #: (812) 827-2646 / Fax. #: (812) 827-2852
Email: gdicp@great-domestic.com / gdicp@phillynet.net
Website: www.great-domestic.com

VISAYAS OFFICE
RM. 213 Colon Dev't Corp. Bldg.,
Osceola Blvd., Cebu City
Tel. No. (812) 258-1796
Fax. No. (812) 258-7832
Email: gdicpcebu@yahoo.com

MINDANAO OFFICE
5F KCB, 1 Corner A,
Pichon & Magallanes Sts.,
Davao City
Telefax: (862) 226-3060
Tel. No. (862) 222-5557

TIN - 005-170-592

GDICP BOND NO. 34010

G (13)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, U-BIX CORPORATION as Principal, and the GREAT DOMESTIC INSURANCE CO., OF THE PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices in Davao City and Manila, as Surety are held bound unto DEPARTMENT OF BUDGET & MANAGEMENT (DBM) in the penal sum of PESOS SIX HUNDRED SIXTY EIGHT THOUSAND (P=668,250.00) Philippine Currency, for the payment of which, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereby by these presents: TWO HUNDRED FIFTY ONLY.

The conditions of this obligation are as follows:

WHEREAS, this bond is conditioned to guarantee the full and faithful compliance by the Principal of its obligation particularly for the Rental of Photocopying Machine. This bond is CALLABLE ON DEMAND as per R.A. 9184.

WHEREAS, under R.A. 9184, this bond shall be at least co-terminus with the final completion/acceptance of the project and the Obligor has the right to institute action on the penal bond pursuant to Act No. 3688 or any individual, firm, partnership, corporation & association supplying the Principal with labor and materials for the prosecution of the work is hereby acknowledged and affirmed.

PROVIDED, HOWEVER, THAT the maximum limit of liability of the Surety hereunder shall in no case exceed the sum of PESOS SIX HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED FIFTY ONLY (P 668,250.00) EXACTLY.

WHEREAS, the above-named PRINCIPAL was awarded the BID to obligor

NO KNOWN LOSS OF THE CONTRACTOR FROM THE DATE OF ISSUANCE

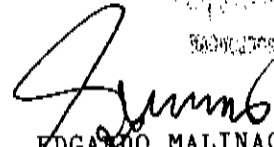
WHEREAS, said contract requires said Principal to give a good and sufficient bond in the above-stated sum to secure the full faithful performance on his part of said obligor

PAYMENT FOR ORIGINAL CONTRACT ONLY

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements to the true intent and meaning thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

LIABILITY of the GREAT DOMESTIC INSURANCE COMPANY OF THE PHILIPPINES, INC. on this bond will expire on co-terminus with the final completion of the project and said bond will be CANCELLED Ten (10) DAYS after its expiration, unless Surety is notified of any existing obligations. 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 obligations, is received by the Surety, as herein stipulated.

IN WITNESS WHEREOF, we have set our hands and signed our names this 1st day of May 20 13 at Manila.

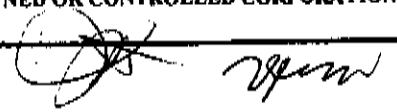

EDGARDO MALINAO
U-BIX CORPORATION
Principal

GREAT DOMESTIC INSURANCE COMPANY OF THE PHILS., INC.


Authorized Signature
ALDITE S. BORLONGAN

SIGNED IN THE PRESENCE OF:
ATTEST: NOTARY PUBLIC
MANILA and MANILA
DATE: DEC 11 2013

"THIS BOND IS VALID ONLY FOR CONSTRUCTION CONTRACTS OF PUBLIC WORKS OR FOR PROSECUTION AND COMPLETION OF ANY PUBLIC WORKS ENTERED INTO WITH THE GOVERNMENT OF THE PHILIPPINES OR GOVERNMENT OWNED OR CONTROLLED CORPORATION".



ACKNOWLEDGEMENT

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

This is to certify that on this day of May 02, 2013 before me, the undersigned authority, personally appeared.

Name	Representing	Community Tax Cert. No.	Issued at	Date
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

and ALDINE S. BORLONGAN exhibiting Community Tax Certificate No. 849227 issued at Manila on May 07, 2013 representing the GREAT DOMESTIC INSURANCE COMPANY OF THE PHILIPPINES, INC. the individuals named herein and who executed the foregoing document and acknowledged to me that they executed the same as their free and voluntary act and deed of the company which they represent, for the uses and purposes herein mentioned.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____



ATTY. ROMEO M. MONFORT
NOTARY PUBLIC
PTR No. 1404731182 No. 849227 MLA
NOTARY PUBLIC Manila
PPLM CHAPTER ROLL No. 27932
UNTIL DEC. 31, 2013

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

ALDINE S. BORLONGAN of the GREAT DOMESTIC INSURANCE COMPANY OF THE PHILIPPINES, INC. having been duly sworn to in accordance with law, states and deposes that the same is a corporation duly organized and existing under and by virtue of the laws of the Philippines with its office at Manila, and duly authorized to execute and furnish surety bond for all purpose with _____ in the foregoing undertaking, to wit: (P) _____ PESOS, Philippine Currency, over and above all just debts and obligations and property exempt from execution.

GREAT DOMESTIC INSURANCE COMPANY OF THE PHILIPPINES, INC.

By: [Signature]
ALDINE S. BORLONGAN

Corp. Cert. No. _____
Issued at _____
Issued on _____

SUBSCRIBED AND SWORN to before me on May 02, 2013 at Manila affiant has exhibited to me his Community Tax Certificate, and that of the Corporation above described.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____



ATTY. ROMEO M. MONFORT
NOTARY PUBLIC
PTR No. 1404731182 No. 849227 MLA
JAN. 07, 2013 Manila
PPLM CHAPTER ROLL No. 27932
UNTIL DEC. 31, 2013

[Signature]
[Signature]



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA

NOTICE TO PROCEED

MS. MELISSA D. FERRERAS

Senior Manager

U-BIX Corporation

1344 Angono St., Makati City

Dear **Ms. Ferreras**:

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

Very truly yours,

~~_____~~
FLORENCIO B. ABAD

Secretary

Received 6 copies of
contract and 1 Notice
to Proceed

Dennis B. Dalmaro 5/20/13
Name of Recipient 3-24
Date: 5/20/13
Designation Supervisor
Credit Collection