

# REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT

GENERAL SOLANO ST., SAN MIGUEL, MANILA

#### **BIDS AND AWARDS COMMITTEE**

### Resolution No. 2018-<u>必</u>

WHEREAS, the Department of Budget and Management (DBM) Bids and Awards Committee (BAC) conducted a public bidding for the Project, "Lease of Semi-Industrial Document Scanner," with an Approved Budget for the Contract of P4,000,000.00 for twenty (20) months;

WHEREAS, on February 13, 2018, an Invitation to Bid was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards;

WHEREAS, three (3) prospective bidders, namely: (i) QBPC; (ii) Microimaging Sales & Services Inc.; and (3) Microdata Systems and Management Inc., responded to the said Invitation and attended the Pre-bid Conference on February 20, 2018;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on February 27, 2018 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on March 6, 2018, only one (1) bidder, Microimaging Sales & Services Inc., submitted a bid;

"pass/fail" criteria, determined the submission of Microimaging Sales & Services 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 Microimaging Sales & Services Inc. as the Single Calculated Bid in the amount of P2,403,000.00;

**WHEREAS**, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Microimaging Sales & Services Inc. passed all the criteria for post-qualification; thus, it was declared as the Single Calculated and Responsive Bid in the amount of P2,403,000.00;

**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, "Lease of Semi-Industrial Document Scanner," be awarded to Microimaging Sales & Services Inc. in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

ADOPTED, this 13<sup>th</sup> day of March 2018 at the Department of Budget and Management,

General Solano St., San Miguel, Manila.

WIRGILIO A. WMPACAN, JR.

B.U.D.G.E.T. Representative

FOR CLARITO ALEJANDRO D. MAGSINO

Management,

VIRGILIO A. WMPACAN, JR.

B.U.D.G.E.T. Representative

VIRGILIO A. WMPACAN, JR.

B.U.D.G.E.T. Representative

RYAN S. LITA

Vice Chairperson

CLARITO ALEJANDRO D. MAGSINO

Chairperson

Γ	7 Ann	roved
L	1 Whh	oveu
r	1 Dic	pproved
L		phioved

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

March 13, 2018

#### MARTIN JEREMY U. CASTRO

Corporate Secretary
Microimaging Sales and Services, Inc.
2<sup>nd</sup> Floor, Kodak Building
2247 Chino Roces Avenue, Makati City

Dear Mr. Castro:

We are pleased to inform you that the contract for the Project, "Lease of Semi-Industrial Document Scanner," is hereby awarded to Micro maging Sales & Services Inc. in the amount of P2,403,000.00.

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

March 13, 2018

#### MARTIN JEREMY U. CASTRO

Corporate Secretary
Microimaging Sales and Services, Inc.
2<sup>nd</sup> Floor, Kodak Building
2247 Chino Roces Avenue, Makati City

#### Dear Mr. Castro:

We are pleased to inform you that the contract for the Project, "Lease of Semi-Industrial Document Scanner," is hereby awarded to Microimaging Sales & Services Inc. in the amount of P2,403,000.00.

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



ORIGINAL RECEIVED

By: CRUSTWA MORATA

Designation: SHUB ADMIN

Office: INCRO INAGING SAUS AND ANN-WO

Date: NANCH 21, 2018

# CONTRACT No. 2018-10 LEASE OF SEMI-INDUSTRIAL DOCUMENT SCANNER

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 -

**MICROIMAGING SALES AND SERVICES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2247 Chino Roces Avenue, Makati City, Metro Manila, represented by **MARTIN JEREMY U. CASTRO**, hereinafter referred to as the **"SUPPLIER"**;

#### WITNESSETH:

**WHEREAS**, the DBM conducted a public bidding for the Project, "Lease of Semi-Industrial Document Scanner," and the bid of the Supplier is in the amount of Two Million Four Hundred Three Thousand Pesos (P2,403,000.00) for twenty (20) months, hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last March 21, 2018, and the Supplier posted its performance security on March 27, 2018;

**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

Janarata Panarata

- 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.

APR 16 2018
IN WITNESS WHEREOF, the parties hereto have signed this Contract of this \_\_\_
day of \_\_\_\_\_\_, 2018 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT by: MICROIMAGING SALES AND SERVICES,

INC.

BENJAMIN E. DIOKNO
Secretary

Department of Budget and Management

MARTIN JEREMY U. CASTRO

SIGNED IN THE PRESENCE OF

THEA MARIE CORINNE F. PALARCA

Assistant Director
Administrative Service

CRISTINA C. MORATIA SALES ADMIN ASSI.

ESPERIANZU Q. IGNACIO
Chief Accomplesi

ORS# 0216/10/2018-04-525 4/3/2018 (\$979,200) 1/2/2018 TO 12/31/2018

### **ACKNOWLEDGMENT**

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

Book No

Series of 2018.

BEFORE ME, a Notary Public day of, 2018 perso	for and in the City of AN onally appeared the following	Philippines on this		
NAME	VALID ID	VALID UNTIL		
BENJAMIN E. DIOKNO	DBM ID No. 0005	182A 2022		
MARTIN JEREMY U. CASTRO	passport No. P218CI	182A 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 Lease of Semi-Industrial Document Scanner was signed by the parties, and their material witnesses on each and every page thereof.  APR 16 2018  WITNESS MY HAND AND SEAL this day of, 2018.				
WITNESS MY HAND AND SEAL	this day of	, 2018.		

APR 16 2040

NOTARY PUBLIC, ROLL NO. 60777
PTR No. 1006124 Issued on Jan. 12, 2018 Unith Dec. 31, 2018 Manile
10P Lifetime No. 814529 Issued on Feb. 2, 2016
Commission No. 2014-72 Issued on Feb. 28, 2018 Unith Dec. 31, 2019 Manila

MCLE No. V-0016541 Issued on March 1. 2016 Valid Until April 14, 2019 Office Address: Room 366 3F NFWC Bldg. Escoda Corner San Marcelino St. Ermita, Manife

TIN No. 188-331-246

#### Bid Form

Date: March 02, 2018 Invitation to Bid No.: DBM-2018-06

To: DEPARTMENT OF BUDGET AND MANAGEMENT DBM Bldg. III General Solano St. San Miguel Manila

#### Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin (SBB) No. 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to LEASE OF SEMI-INDUSTRIAL DOCUMENT SCANNER in conformity with the said Bidding Documents for the sum of PHP TWO MILLION FOUR HUNDRED THREE THOUSAND ONLY (PHP2,403,000.00) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Particulars	Quantity (Q)	Monthly Unit Cost (U)	Contract Months (M)	Total Cost = Q x U x M
Document Scanner (Inclusive of Training Maintenance, Support, and On- call Technician)	30	123,955.00	20	P2,373,000.00
Training on how to use the scanners	1	P30,000.00	n/a	P30,000.00
Total(Inclusive of VAT)				P2,403,000.00

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 the <u>BDS</u> provision for <u>ITB</u> 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.

We likewise certify/confirm that the undersigned, is granted full power and authority by the <u>Microimaging Sales and Services, Inc.</u> to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the LEASE OF SEMI-INDUSTRIAL DOCUMENT SCANNER FOR 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 2nd day of March 2018.

MARTIN JEREMY U CASTRO

[In the capacity of]

Duly authorized to sign Bid for and on behalf of MICROIMAGING SALES AND SERVICES INC.

1



Sales and Services, Inc.

CLARITO ALEJANDRO D. MAGSINO
Chairperson, DBM-BAC
Department of Budget and Management
Ground Floor, DBM Building III
General Solano Street, San Miguel, Manila

#### **CERTIFICATION**

This is to certify the complete scanner and software features of Kodak i2620 Document Scanner and Capture Professional Software Limited Edition (LE) to be supplied for the project "Lease of Semi-Industrial Document Scanner under Public Bidding No. DBM-2018-06"

Description	Kodak i2620 Document Scanner	
	High Speed / Semi-Industrial Document Scanner	
Recommended Daily Volume	up to 7,000 pages per day	
Throughput Speeds	60 ppm (at 200 dpi; bitonal, landscape)	
Automatic Document	Up to 100 sheets	
Feeder (ADF) capacity	5 to 100 31,000	
Bundled Software	Kodak Capture Professional Software Limited Edition (LE)	
	Smart Touch (One Button Scanning)	
	Omnipage, Kofax-certified	
	Bundled Document Imaging Software for auto sequence of	
	documents/ images, auto filename, manual data entry	
File Format Outputs and	Single and Multi-page TIFF, Single and Multipage PDF, RTF,	
Destinations	TXT, Searchable PDF, PDF-A, BMP, CSV, Scan to Email,	
	Printer, Microsoft Word files, network folders and drives	
Scanner	Streak filtering, controlled stacking, Perfect Page technology,	
Features	iThresholding, automatic color detection, auto-crop, image edge	
	fill (black or white), aggressive crop, de-skew, content-based	
	blank page detection and deletion, reversible black/white	
	background, multi-color dropout, dual-stream scanning,	
	automatic orientation, color-on-the-fly toggle patch, automatic	
	punch hole removal, auto rotate, multi-feed detection	
Bit/Depth	Color Capture: 48 bits (16x3)	D. 1. F
	1 00:01 0 apac at 510 (4x4)	y: -41
	Grayscale Output: 256 levels (8 bit)	724
Scanning Technology	Dua, GOD (dapion)	CAST
Output Resolution	100-600 dpi	THE .
Output Compression	CCITT Group IV; JPEG or uncompressed output, LZW	
	(lossless)	
Illumination	White LED	

Microlmaging Sales And Services, Inc. 2<sup>rd</sup> Floor 2247 Chine Roces Ave., Brgy Bangkal, Makati City Telephone: **SALES** (632)819-0846 – **SERVICE** (632)819-0847 – **FAX** (632)813-7907 Email: info@microlmaging-ph.com





Sales and Services, Inc.

ia Services, inc.			
Maximum Document Width	8.5 inches		
Long Document Mode	160 inches		
Length	·		
Minimum Document Size	2 inches x 2 inches		
Paper Thickness and	9-110 lb. paper, thickness up to 0.05 inches		
Weight			
Multi-feed Detection	With ultrasonic technology		
Connectivity	USB 3.0 compatible, USD 2.0 cable included		
Interface Support	TWAIN, ISIS, and WIA drivers compliant		
Environmental Factors	Energy Star certified scanners		
Supported Operating	Windows 10, Windows 7 (32 and 64 bit), Windows 8 (32 and 64		
Systems	bit), Windows 8.1 (32 and 64 bit), Linux Ubuntu 14.04 (LTS)**		
	(32 bit and 64 bit), Windows XP		
Minimum Hardware	Intel Dual Core 2.0, 2GB RAM		
Requirement			
Consumables	Feeder consumables kits		
	Separator/Roller Kit		

This certification is being issued for whatever legal purpose it may serve.

Date: 28 February 2018

MA MARTIN JEREMY U. CASTRO

Director for Operations and Strategic Development MICROIMAGING SALES AND SERVICES, INC.

ENTIFIED BUE CUP :

Microimaging Sales And Services, Inc. 2rd Floor 2247 Chino Roces Ave., Brgy Bangkai, Makati City Telephone: SALES (632)819-0846 – SERVICE (632)819-0847 – FAX (632)813-7907 Email: Info@microimaging-ph.com





Sales and Services, Inc.

CLARITO ALEJANDRO D. MAGSINO Chairperson, DBM-BAC Department of Budget and Management Ground Floor, DBM Building III General Solano Street, San Miguel, Manila

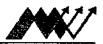
#### CERTIFICATION

This is to certify the complete scanner and software features of Kodak i2620 Document Scanner and Capture Professional Software Limited Edition (LE) to be supplied for the project "Lease of Semi-Industrial Document Scanner under Public Bidding No. DBM-2018-06"

Description	Kodak i2620 Document Scanner	
Description	1	
December Doile	High Speed / Semi-Industrial Document Scanner	
Recommended Daily	up to 7,000 pages per day	
Volume		
Throughput Speeds	60 ppm (at 200 dpi; bitonal, landscape)	
Automatic Document	Up to 100 sheets	
Feeder (ADF) capacity		
Bundled Software	Kodak Capture Professional Software Limited Edition (LE)	
!	Smart Touch (One Button Scanning)	
	Omnipage, Kofax-certified	
	Bundled Document Imaging Software for auto sequence of	
	documents/ images, auto filename, manual data entry	
File Format Outputs and	Single and Multi-page TIFF, Single and Multipage PDF, RTF,	
Destinations	TXT, Searchable PDF, PDF-A, BMP, CSV, Scan to Email,	
	Printer, Microsoft Word files, network folders and drives	
Scanner	Streak filtering, controlled stacking, Perfect Page technology,	
Features	iThresholding, automatic color detection, auto-crop, image edge	
,	fill (black or white), aggressive crop, de-skew, content-based	
	blank page detection and deletion, reversible black/white	
	background, multi-color dropout, dual-stream scanning,	
	automatic orientation, color-on-the-fly toggle patch, automatic	
	punch hole removal, auto rotate, multi-feed detection	
Bit/Depth	Color Continue: 48 hits (46v2)	, mi
	Color Output: 24 bits (8x3)	Li i
	Gravscale Output: 256 levels (8 bit)	
Scanning Technology	Dual CCD (duplex)	ST.
Output Resolution	100- 600 dpi	Ε,
Output Compression	CCITT Group IV; JPEG or uncompressed output, LZW	
	(lossless)	
Illumination	White LED	
	<u> </u>	

Microimaging Sales And Services, Inc. 2<sup>nd</sup> Floor 2247 Chino Roces Ave., Brgy Bangkal, Makati City Telephone: SALES (632)819-0846 – SERVICE (632)819-0847 – FAX (632)813-7907 Email: info@microimaging-ph.com





Sales and Services, Inc.

ia services, inc.	
Maximum Document Width	8.5 inches
Long Document Mode	160 inches
Length	
Minimum Document Size	2 inches x 2 inches
Paper Thickness and	9-110 lb. paper, thickness up to 0.05 inches
Weight	
Multi-feed Detection	With ultrasonic technology
Connectivity	USB 3.0 compatible, USD 2.0 cable included
Interface Support	TWAIN, ISIS, and WIA drivers compliant
Environmental Factors	Energy Star certified scanners
Supported Operating	Windows 10, Windows 7 (32 and 64 bit), Windows 8 (32 and 64
Systems	bit), Windows 8.1 (32 and 64 bit), Linux Ubuntu 14.04 (LTS)**
	(32 bit and 64 bit), Windows XP
Minimum Hardware	Intel Dual Core 2.0, 2GB RAM
Requirement	
Consumables	Feeder consumables kits
	Separator/Roller Kit

This certification is being issued for whatever legal purpose it may serve.

Date: 28 February 2018

MR MARTIN JEREMY U. CASTRO

Director for Operations and Strategic Development MICROIMAGING SALES AND SERVICES, INC.

ARTIN JESENY U CASTO



Sales and Services, Inc.

CLARITO ALEJANDRO D. MAGSINO Chairperson, DBM-BAC Department of Budget and Management Ground Floor, DBM Bullding III General Solano Street, San Miguel, Manila

#### CERTIFICATION

This is to certify the complete scanner and software features of Kodak i2620 Document Scanner and Capture Professional Software Limited Edition (LE) to be supplied for the project "Lease of Semi-Industrial Document Scanner under Public Bidding No. DBM-2018-06"

Description	Kodak i2620 Document Scanner
•	High Speed / Semi-Industrial Document Scanner
Recommended Daily	up to 7,000 pages per day
Volume	·
Throughput Speeds	60 ppm (at 200 dpi; bitonal, landscape)
Automatic Document	Up to 100 sheets
Feeder (ADF) capacity	
Bundled Software	Kodak Capture Professional Software Limited Edition (LE)
	Smart Touch (One Button Scanning)
	Omnipage, Kofax-certified
	Bundled Document Imaging Software for auto sequence of
	documents/ images, auto filename, manual data entry
File Format Outputs and	Single and Multi-page TIFF, Single and Multipage PDF, RTF,
Destinations	TXT, Searchable PDF, PDF-A, BMP, CSV, Scan to Email,
	Printer, Microsoft Word files, network folders and drives
Scanner	Streak filtering, controlled stacking, Perfect Page technology,
Features	iThresholding, automatic color detection, auto-crop, image edge
	fill (black or white), aggressive crop, de-skew, content-based
	blank page detection and deletion, reversible black/white
	background, multi-color dropout, dual-stream scanning,
	automatic orientation, color-on-the-fly toggle patch, automatic
	punch hole removal, auto rotate, multi-feed detection
Bit/Depth	Color Capture: 48 bits (16x3)
·	Color Output. 24 bits (6x5)
	Grayscale Output: 256 levels (8 bit)
Scanning Technology	Dual CCD (duplex)
Output Resolution	100- 600 dpi
Output Compression	CCITT Group IV; JPEG or uncompressed output, LZW
•	(lossless)
Illumination	White LED

Microimaging Sales And Services, Inc. 2<sup>nd</sup> Floor 2247 Chino Rooes Ave., Brgy Bangkai, Makati City Telephone: **SALES** (632)819-0846 – **SERVICE** (632)819-0847 – **FAX** (632)813-7907

Ernalt: info@mlgrolmaging-ph.com

Kodak alaris
Authorized Distributor



Sales and Services, Inc.

ia Services, inc.	
Maximum Document Width	8.5 inches
Long Document Mode	160 inches
Length	
Minimum Document Size	2 inches x 2 inches
Paper Thickness and	9-110 lb. paper, thickness up to 0.05 inches
Weight	,
Multi-feed Detection	With ultrasonic technology
Connectivity	USB 3.0 compatible, USD 2.0 cable included
Interface Support	TWAIN, ISIS, and WIA drivers compliant
Environmental Factors	Energy Star certified scanners
Supported Operating	Windows 10, Windows 7 (32 and 64 bit), Windows 8 (32 and 64.
Systems	bit), Windows 8.1 (32 and 64 bit), Linux Ubuntu 14.04 (LTS)**
	(32 bit and 64 bit), Windows XP
Minimum Hardware	Intel Dual Core 2.0, 2GB RAM
Requirement	
Consumables	Feeder consumables kits
	Separator/Roller Kit

This certification is being issued for whatever legal purpose it may serve.

Date: 28 February 2018

MR. MARTIN JEREMY U. CASTRO

Director for Operations and Strategic Development MICROIMAGING SALES AND SERVICES, INC.

HATTHEED THE DUE TO LET THE

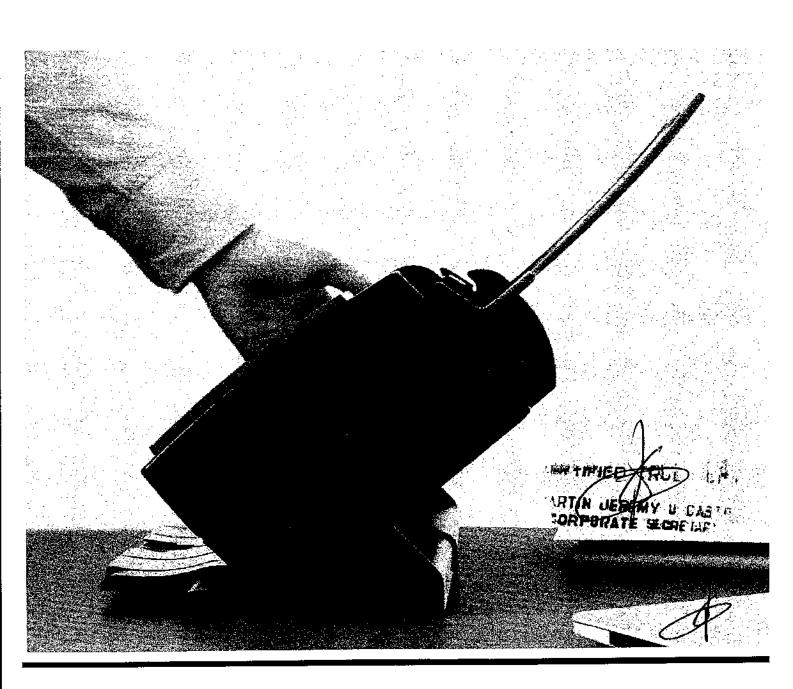
Microlmaging Sales And Services, Inc.
2<sup>rd</sup> Floor 2247 Chino Roces Ave., Brgy Bangkal, Makati City
Telephone: SALES (632)819-0846 — SERVICE (632)819-0847 — FAX (632)813-7907
Email: info@microimaging-ph.com

Kodak alaris Authorized Distributor

Page 2 of 2

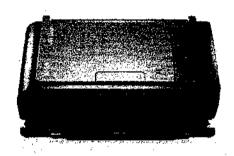
Kodak i2000 Series Scanners

# Get big-time performance in a smaller scanner



### So much performance in so little space

Today's business runs on information. When that information is on paper, it can slow you down. To get things flowing faster, you need a scanning solution that combines simple operation and time-saving features in a remarkably small and powerful package. Check out all the ways that the latest **Kodak** i2000 Series Scanners can help you get ahead.



#### Impressive productivity

- Save time by using Smart Touch technology to perform multi-step scanning processes with the press of a button
- Built-in barcode reading delivers data to applications
- No waiting for warmup: start scanning instantly with always-ready LED light
- Scan larger batches in input trays that hold up to 100 pages
- Streamline mixed jobs: the scanner automatically recognizes color pages, bypasses blank pages, and orients every document so it's right-side up

#### **Endless versatility**

- Handle almost anything: small documents or large, thick or thin, ID cards, even embossed hard cards
- Mix small, large, thin and thick documents in one batch
- Expand your possibilities by scanning bound, oversize, and fragile documents with optional legal- and tabloid-size flatbed accessories
- Manage and update the scanner remotely to save deployment time using Kodak Asset Management Software

#### Better image quality

- Capture images with greater consistency, clarity, and color
- Built-in Perfect Page technology can deliver scans even clearer than the original documents
- Read and capture text flawlessly for more accurate OCR
- Consistently great image quality means you'll virtually eliminate rescanning or post-image processing

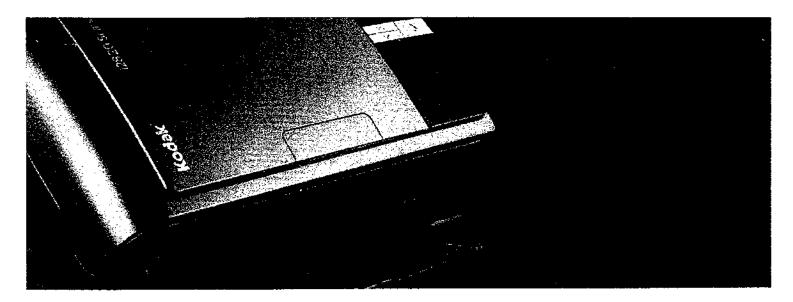
#### Space-saving design

 The innovative, even-more-compact stow-or-go design lets you store the scanner upright when not in use

#### No expertise required

- Smart Touch technology lets you perform up to nine different tasks with the push of a button — including creating PDFs, attaching documents to e-mails, organizing them in folders, or sending them to Cloud services
- Easy-to-read control panel makes scanning documents simple
- It's backed by a three-year worry free warranty that gives you extended peace of mind. Additional support options are available.

APTIN LEADY U. DANS



#### The Kodak i2000 Series Scanners in action

#### A surgery center enjoys a simpler solution

The staff at a large surgery center is focused on the important business of patient care. But their jobs also involve lots of paper work. Up to 150 forms and letters arrive daily as part of serving over 13,000 patients. To deal with this flood of documents, they rely on a **Kodak** i2420 Scanner, integrated with workflow and document management software. The solution captures data and makes it available to 20 clinical team members.

The IT manager at the surgery center, and the people who use the solution every day, especially appreciate these key benefits of the i2420 Scanner:

- Speed: Busy staffers love the fact that the scanner starts
  working instantly with no warm up time. And once rolling,
  the i2420 Scanner can process up to 5,000 pages per day
  at 40 pages per minute. The i2420 Scanner also eliminates
  the time-wasting need to photocopy color documents before
  scanning to improve quality.
- Simplicity: Everyone at the center mastered the scanner in minutes, thanks to brilliantly intuitive Smart Touch technology. The i2420 Scanner automatically handles problems that can slow down the process, such as rotating pages so they're right reading, and recognizing color pages mixed in with black and white.
- Reliability: Since documents received are critical to patients' health, the surgery center counts on the reliable uptime of the i2420 and the 3-year warranty that backs it up.

# A certification agency saves money and gets more productive in the process

A national safety certification organization works behind the scenes to protect businesses and homeowners. Their job: ensure that 1,800 alarm contractors comply with guidelines and use equipment approved by police, fire, and insurance organizations. Achieving this involves processing about 4,000 compliance certificates each month, with an emphasis on productivity and accuracy. There's no time for breakdowns or mistakes. A Kodak i2620 Scanner quickly captures the incoming certificates and Optical Character Recognition (OCR) technology reads customer and alarm installation data, used to update the certificate management database.

Why do they love their scanning solution from Kodak Alaris?

- Productivity: The i2620 Scanner can handle up to 60 pages per minute at 300 dpi, and there's a quick learning curve.
- Image quality: The scanner's super-sharp image quality (up to 600 dpi) makes it easy to capture information accurately.
- Savings: The solution saves over \$4,500 per year on system maintenance costs alone. The maintenance fees of the old system were practically the same as the entire cost of the new solution from Kodak Alaris.

\$4,500

of savings per year on system maintenance costs alone

anger en	Kodak i2420 Scanner	Kodak 12620 Scanner	Kodak i 2820 Scanner
Feature comparison	고 얼마가 되는 사람이 어려면		택임 기회회 인원 연합 이 시간
Recommended Daily Volume	Up to 5,000 pages per day	Up to 7,000 pages per day	Up to 8,000 pages per day
Throughput Speeds* (portrait, letter size)	Black-and-white/grayscale/color: up to 40 ppm/80 ipm at 200 and 300 dpi	Black-and-white/grayscale: Up to 60 ppm/120 ipm at 200 dpi and 300 dpi; Color: Up to 60 ppm/120 ipm at 200 dpi; up to 40 ppm/80 ipm at 300 dpi	Black-and-white/grayscale: Up to 70 ppm/140 ipm at 200 dpi and 300 dpi; Color: Up to 60 ppm/120 ipm at 200 dpi; up to 40 ppm/80 ipm at 300 dpi
Operator Control Panel	7-segment display	Graphical LCD display	Graphical LCD display
Feeder	Up to 75 sheets of 80 g/m² (201b.) paper	Up to 100 sheets of 80 g/m² (20 lb.) paper	Up to 100 sheets of 80 g/m² (20 lb.) paper. Handles small documents such as 10 cards, embossed hard cards, business cards and insurance cards
Shared features			할머니를 되었다. 그렇게 하는 것
Scanning Technology	Dual CCD; Grayscale output bit depth is 256 to	evels (8-bit); color capture bit depth is 48 bits	(16 x 3); color output bit depth is 24 bits (8 x 3)
Optical resolution	600 dpî		
Neminetian	Dual indirect LED		
Output resolution	75/100/150/200/240/250/300/40	0/600/1200 dpi	
Max./Min. Document Size	216 mm x 863 mm (8.5 x 34 in.) / 50 mm x 50 mm (2 in. x 2 in.) Long document mode: 216 mm x 4,064 mm (8.5 in. x 160 in.)		
Paper Thickness and Weight	34–413 g/m² (9–110 ib.) paper; ID card thickness: up to 1.25 mm (0.05 in.)		
Multi-feed Detection	With ultrasonic technology		
Connectivity	USB 2.0 High Speed (cable included), USB 3.0 compatible		
	Windows Bundled software: TWAIN, ISIS, Wi and OmaiPage (Linux SANE and TWAIN drive Mac Bundled software: NewSoft Presto! Page!	ers available from www.kodak.com/go/scanon	
Imaging Features	Add border; Remove border; Intelligent image of Streak Filtering, Automatic brightness/contrast adjustment; Enhanced color management; Auto noise removal; Majority rule noise removal; Haif	edge Ill; Round/Rectangular Hole Fill; Content o t: Background color smoothing; Automatic color amatic color detection; Adaptive threshold proce frome removal; Electronic color dropout (R. G. B);	Multi-lingual auto orientation; Orthogonal rotation; in file size-based blank page removal; Sharpening; robalance; Auto white balance; Enhanced color sssing; Fixed thresholding; (Thresholding; Lone pixel Predominate (1) color dropout; Multiple (up to five) ing document scanning (up to 4,064 mm/160 in.)
File Format Outputs	Single and multi-page TIFF, IPEG, RTF, BMP, PI	DF. searchable PDF	
Limited Warranty	Three years (Advanced Unit Replacement) no	xt-business-day replacement	
Accessories (Optional)	White Imaging Background Accessory (front)	Kodak Legal Size Flatbed Accessory; Kodak A	3 Size Flatbed Accessory
Electrical Requirements	100-240 V (International); 50-60 Hz		
Power Consumption	Scanner: off mode: <0.35 waits; sleep mode:	<4 watts; running mode: <32 watts	
Environmental Factors	EPEAT registered, Energy Star qualified, Open	ating Temperature: 10-35° C (50-95° F), Ope	rating Humidity: 15% to 80% RH
Recommended PC Configuration	Intel Care2 duo processor 6600 @ 2.4 GHz Duo Pracessor or equivalent, 4 GB RAM (Windows and Linux) Intel Care17 processor @ 2.0 GHz quad-care, 4 GB of RAM, USB 2.0 (Mae)		
Supported Operating Systems	Windows XP SP2 and SP3 (32-bit), Windows XP x64 Edition SP2, Windows Vista SP1 (32-bit and 64-bit), Windows 7 SP1 (32-bit and 64-bit), Windows 8 (32-bit and 64-bit), Windows 8 (32-bit and 64-bit), Windows Server 2008 x64 Editions, Windows Server 2012 x64 Editions, Linux Ubuntu 14,04 (LTS)* (32-bit and 64-bit). Mac OS v. 10.8, 10.9 or 10.10* or later		
Approvals and Product Certifications	AS/NZS CISPR 22:2009 +AI:2010; (Class B RCM mark), CAN / CSA - C22.2 No 60950-1-07 +AI:2011 (TUV C mark), Canada CSA-CISPR 22-10 / ICES-003 Issue 5 (Class B), China G84943.1:2011; GB9254:2008 Class B (CCC S&E mark), ENSS022:2010 ITE Emissions (Class B), ENS5024:2010 ITE Immunity (CE mark), EN60950-1:2006 +AI, +AI1, +AI2 (TUV GS mark), IEC60950-1:2005 +AI, Taiwan CNS 13438:2006 (Class B); CNS 14336-1 (BSMI mark), UL 60950-1:2007 R12,11 (TUV US mark), CFR 47 Part 15 (FCC Class B), Argentina S mark		
Consumables Available	Feed module, separation module, feed rollers, roller cleaning pads, Staticide Wipes		
Dimensions	Weight: 5.5 kg (12 lbs.) Depth: 162 mm (6.3 in.), Width: 330 mm (13 in.) Height: 246 mm (9.7 in.), not including input tray and output tray		
		your choice of driver, application software, ope	

\*\* The Smart Touch application is not supported on these operating systems.

Want to learn more? www.kodakalaris.com/go/i2000

Kodak Alaris Inc. 2400 Mt. Read Blvd., Rochester, NY 14615, USA 1-800-944-6171

Kodak Alaris Operations Canada Inc. Mississauga, Ontario, Canada LSW 0A5 1-800-944-6171

Kodak alaris

VPerfect

Kodak Service & Support

0 2015 Kodak Alaris Inc. The Kodak tradamate nd Irade drasz ara used under license trop astman Kodak Company. 07/15

THE PROPERTY OF THE PARTY OF

EMY U. CASTO.

### Kodək alaris

1st Jan 2018

#### **CERTIFICATE OF DISTRIBUTORSHIP**

This is to certify that Microimaging sales and services, INC. (MSSI) with registered office at 2247 Chino Roces Avenue, Makati City, Philippines is the authorized distributor assigned to sell the following Kodak Graphic Communications Group, Document Imaging products for SEC in the Philippines; Scanner series i920, i1120, i2420, i2620, i2820, i1405, i1420, i1440, i3200, i3250, i3400, i3450, i4250, i4650; i5200, i5600, i5850 and i1860; Scan Station 710, Digital Archive Writer (DAW), i7300 Film Scanner, i9600 Series Writers, DSV 2400-E, DSV-3000-E, Prostar Archive Processor, Kodak Capture Pro Software, Power Film Application Software, Microfilm, Duplicating Film, Kodak ink cartridges, HP ink cartridges and other micrographics consumables.

MSSI is also the **Authorized Kodak Service Provider in the Philippines** who can support and sell parts for the above mentioned products including Kodak Legacy Equipment such as Scanner 3500, 500/5000 and 900/9000 series, Minimicro, RP1, RP2, Desktop 2, Desktop 3, and Desktop 5 Microfilming Equipment, Extek film duplicator; IMT-200 retrieval workstations, Intelligent Microimaging Scanners (IMS), IDW, Printer 7, and IL200 series microfilmers.

MSS has been in the business of distribution for the aforementioned Kodak Alaris products for five (5) years, and have been providing service for the same for twenty-five (25) years.

This certificate is valid from 1st January, 2018 to 31st December, 2018.

This certificate is issued for whatever purpose it may serve.

Thank you.

Yours Faithfully,

Frederick Chuah

Business Solution Director, Information Management, SEA & Korea

DID: +65 3158 8924

Email: frederick.chuah@kodakalaris.com

CERTIFIED THUE CASTE

KODAK ALARIS (SINGAPORE) PTE LTD 315 Alexandra Road, #04-18. Sime Darby Business Center, Singapore 159944

# Section VI. Schedule of Requirements (Revised)

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

Item	Description	Quantity	Delivery Date
1.	Departmental Document Scanners with bundled software and other required components shall be delivered to, installed and configured at the following offices:		Pre-deployment inspection at the Contractor's site within 7 calendar days upon receipt of
	Office of the Secretary	1	Notice to Proceed.
	Administrative Service-Central Records Division	10	Delivery and installation shall be
	Budget Technical Bureau-CPRU	1	within ten (10)
	Finance Service	1	calendar days from
	DBM-Department Legislative Liaison Office (DLLO)	1	completion of pre- deployment
	DBM-Regional Offices (Office addresses in Annex "A")	Total <u>16</u> 30	inspection.
	The Contractor shall provide on-site training to DBM personnel, who will be designated as scanner operator, alternate scanner operator and all AS-CRD personnel, on how to use the document scanners.	70	To be scheduled by AS-CRD after delivery of scanners.

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

MICROIMAGING SALES AND SERVICES INC.

MARTIN JEREMY U. CASTRO

MARCH 02, 2018

Name of Company/Bidder

Signature over Printed Name of Representative

Date



# 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	Specification	Bidder's Statement of Compliance
A.	Contractor	
	The Contractor must have the capacity to deploy the scanners to the DBM Central Office and Regional Offices. Please refer to Annex A for the location of regional offices.	COMPLY
	The Contractor shall not reproduce, transcribe or disclose any information to third parties without prior written approval by the DBM. The Contractor and its employees who will be assigned to perform preventive maintenance on the scanner units in the DBM shall be liable for any unlawful disclosure of any information based on applicable laws.	COMPLY
	The Contractor shall supply, install and configure thirty (30) brand new units of document scanners that will be deployed at the locations specified in Section VI. Schedule of Requirements.	COMPLY
	The Contractor shall provide on-site training to DBM personnel, who will be designated as scanner operator, alternate scanner operator and all AS-CRD personnel, on how to use the document scanners.	COMPLY
В,	Document Scanner Specifications	
	File format outputs must be single and multi-page TIFF, JPEG, BMP, PDF, OCR, and CSV (for indices and file name).	COMPLY .
	TWAIN and Image and Scanner Interface Specification (ISIS) compliant.	COMPLY
	• Capable of scanning minimum volume of 7,000 pages	COMPLY



daily.	
Minimum throughput speed of 60 pages per minute @ 200 dpi.	COMPLY
Able to support/scan papers with the following characteristics	COMPLY
(Feeder):	
i. Weight: 15-50 lb. paper	
ii. Thickness: up to .50mm	
Able to support/scan the following paper sizes:	COMPLY
i. Maximum document width: 8.5 inches	
îi. Maximum document length: 14 inches	
iii. Minimum document width: 2 inches	•
iv. Minimum document length: 3 inches	•
Must have the following features/scanning technology:	COMPLY
i. Dual charge coupled device (CCD) or Contact Image Sensor (CIS) scanning technology	•
ii. Automatic Document Feeder (A4 size)	
iii. Bundled Document Imaging Software for auto sequence of documents/images, auto filename, and manual data entry tool	
iv. Automatic color detection	
v. Content-based blank page detection and deletion	
vi. Multi-color dropout and dual-stream scanning	
vii. Automatic document orientation	
viii. Output resolution of 200-600 dpi	
ix. Feeder must handle at least 50 sheets	

\* 2



	Compatible with Windows XP, Windows 7, Windows 10 or the latest version of Windows Operating System during the bidding process.	COMPLY
	Minimum hardware requirement:	COMPLY
	Intel Dual Core 2.0, 2GB RAM	
C.	Technician	
	On-call technician to repair defective machines:	COMPLY
	1 Response time shall be within four (4) hours from verbal or written notification from the authorized representative of the DBM in central office, NCR, Region IV-A and Region IV-B.	
	2. Response time for the Regional Offices (not mentioned in item C.1) shall be within twenty-four (24) hours from verbal or written notification.	
	3. A service unit shall be provided while the defective machine is being repaired. The service unit will be used for the meantime until such time the machine has been repaired. If the scanner machine cannot be repaired, it shall be replaced with another unit with the same or higher specs provided in the contract.	
	4. When responding to repair requests, the on-call technician shall present a company identification card along with a written instruction from the Contractor specifying the nature of the repair to be done.	
	The on-call technician must have the following qualifications:	COMPLY
	i. At least 2nd year tertiary education;	
	ii. At least three (3) months experience in troubleshooting and maintaining document scanners; and	
	iii. Adequate knowledge and skills in computer and IT systems.	
<u></u>	The resume of the on-call technician shall be submitted to the Director of the Administrative Service for verification	<b>1</b>

?<

of his/her qualifications within the next working day upon receipt of the Notice to Proceed. During the contract period, in case the technician will be replaced, the resume of the new technician should be submitted to the AS Director for verification of his/her qualification before assuming duty.

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

MICROIMAGING SALES AND SERVICES INC

MARTIN JEREMY U. CASTRO March 02, 2018

Name of Company/Bidder

Signature over Printed Name of Representative

Date



Section IV. General Conditions of Contract

### TABLE OF CONTENTS

1.	DEFINITIONS	46
2.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE	
	PRACTICES	
3.	INSPECTION AND AUDIT BY THE FUNDING SOURCE	
4.	GOVERNING LAW AND LANGUAGE	
5.	NOTICES	
6.	SCOPE OF CONTRACT	
7.	SUBCONTRACTING	49
8.	PROCURING ENTITY'S RESPONSIBILITIES	49
9.	PRICES	49
10.	PAYMENT	50
11.	ADVANCE PAYMENT AND TERMS OF PAYMENT	50
12.	TAXES AND DUTIES	51
13.	PERFORMANCE SECURITY	51
14.	USE OF CONTRACT DOCUMENTS AND INFORMATION	52
15.	STANDARDS	52
16.	Inspection and Tests	52
17.	WARRANTY	
18.	DELAYS IN THE SUPPLIER'S PERFORMANCE	
19.	LIQUIDATED DAMAGES	
20.	SETTLEMENT OF DISPUTES	54
21.	LIABILITY OF THE SUPPLIER	
22.	FORCE MAJEURE	
23.	TERMINATION FOR DEFAULT	56
24.	TERMINATION FOR INSOLVENCY	56
25.	TERMINATION FOR CONVENIENCE	56
26.	TERMINATION FOR UNLAWFUL ACTS	
27.	PROCEDURES FOR TERMINATION OF CONTRACTS	57
28.	· _	59

29.	CONTRACT AMENDMENT	59
30.	APPLICATION	59

#### 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 <u>SCC</u>.
  - (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 <u>SCC</u>.
  - (j) The "Funding Source" means the organization named in the <u>SCC</u>.
  - (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 <u>SCC</u>, 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.

#### 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 <u>SCC</u> 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 <u>SCC</u>.

#### 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 <u>BDS</u>. 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 <u>SCC</u>, 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 <u>SCC</u>, 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 <u>SCC</u>. 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 <u>SCC</u> 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 <u>SCC</u> 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, umused, 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 <u>SCC</u> 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 <u>SCC</u>.
- 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 contact 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:
  - 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 Department of Budget and Management (DBM).		
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 2018 General Appropriations Act and Multi-year Obligational Authority No. MYOA-BMB-C-18-0000005 in the amount of Four Million Pesos (P4,000,000.00).		
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		
	Administrative Service (AS)		
	Ground Floor, DBM Building III, General Solano St.		
	San Miguel, Manila		
	Tel No. (02)657-3300 loc. 3115		
	Contact Person: Director Ryan S. Lita		
	Administrative Service (AS)		
	The Supplier's address for Notices is:		
6.2	The Goods shall only be delivered by the Supplier at the above- mentioned address not later than 9:00 a.m. on the day of delivery as		
	indicated in Section VI. Schedule of Requirements.		
	Moreover, 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.		

10.1	Payment shall be made not later than 15 calendar days upon complete submission by the Contractor of the following documents:		
	a. Invoice of billing or statement of account for the period covered.		
	Thereafter, payment shall be made upon certification by the AS Director that the services rendered by the Contractor in accordance with the terms and conditions of the Contract.		
10.4	Not applicable.		
10.5	Payment using LC is not allowed.		
13.4(c)	No further instructions.		
15	No further instructions.		
16.1	Inspections and tests at the Contractor's site within ten (10) calendar days upon receipt of the Notice to Proceed.		
19	No further instructions.		
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.		



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

## BIDS AND AWARDS COMMITTEE

## NOTICE OF AWARD

March 13, 2018

## MARTIN JEREMY U. CASTRO

Corporate Secretary
Microimaging Sales and Services, Inc.
2nd Floor, Kodak Building
2247 Chino Roces Avenue, Makati City

#### Dear Mr. Castro:

We are pleased to inform you that the contract for the Project, "Lease of Semi-Industrial Document Scanner," is hereby awarded to Microimaging Sales & Services Inc. in the amount of P2,403,000.00.

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



ORIGINAL RECEIVED

By: CHUSTRIA MARATA

Designation: SALB ADMEN

Office: IN 40 IN AGING SALE ATO STU-WO

Date: IN AND 21, 2010

G (13)-A-HO-000000032



**INTRASTRATA BOND NO: 62254** 

Premium : 7,929.90 Doc, Stamp : 991.50 Evat : 951.59

<u>www.intrastrata.com</u> moo.stetzetni@sbnodslieme Established 1959

OTHERS : 500.00 TOTAL : 10,388.85

5.86

### PERFORMANCE BOND (SURETY BOND)

(Performance Security pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184)

### KNOW ALL MEN BY THIS PRESENTS:

That we, MICRO IMAGING SALES AND SERVICES, INC.. of 2<sup>nd</sup> Floor, Kodak Building 2247 Chino Roces Avenue, Makati City as Principal, and INTRASTRATA ASSURANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto DEPARTMENT OF BUDGET AND MANAGEMENT as procuring entity/Obligee in the sum of Pesos: SEVEN HUNDRED TWENTY THOUSAND NINE HUNDRED ONLY (PHP 720,900.00), 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.

"WHEREAS, the above-bounden Principal entered into a contract with the Obligee for the Lease of Semi-Industrial Document Scanner per attached Notice of Award dated March 13, 2018. This bond does not guarantee for any loss prior to its issuance.

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the Principal under the contract within the period of March 13, 2018 to November 13, 2019 as specified in the bidding documents/terms of reference pursuant to Section 39 of the implementing Rules and Regulations of R.A. No. 9184 and an additional one year (1) coverage from date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the implementing Rules and Regulations (IRR) of R.A. 9184.

This bond is callable on demand. The liability of the surety company shall in no case exceed the sum of Pesos: SEVEN HUNDRED TWENTY THOUSAND NINE HUNDRED ONLY (PHP 720,900,00) Philippine Currency. In case of default or failure of the Principal, the Obligee shall notify the Surety by sending the notice of claim with attached supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said contract, R.A. No. 9154 and its implementing Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the Issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.



IN WITNESS WHEREOF, we have set our hands and signed our names on the 23<sup>rd</sup> day of March 2018 at Makati City.

MICRO IMAGING SALES AND SERVICES, INC.

MARTIN JEREMY U. CASTRO Director for Operations & Corp. Secretary Principal

Witness to Principal

INTRASTRATA ASSURANCE CORPORATION TIN# 000-664-224

> WILHELMINA C. CABAGUI Bonds Manager

SURETY

n cloisac Witness to Surety

G(13)-A-HO-000000032

INSTRATA BOND NO	
------------------	--

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILI		1			
BEFORE ME, the une	dersigned authority, in	Makati City and for the	Philippines		
tillstay or		, 20 #x personally appe	21,04		
NAME	Residence	ISSUED			
	Cert. No.	At	On		
MARTIN JEREMY U. CASTRO					
		'	<u></u>		
WILHELMINA C. CABAGUI	TIN#115-807-595	t .			
the latter as	Bonds Manager				
with Corporation Residence C	Certiticate No. C	07627issued at	Makati City on		
January 19, 20.	18 known to me and	to me known to be the same p	ersons who executed the		
foregoing document and ackr	nowledged the same to i	be their free and voluntary act a	and deed of the Company		
they represent for the uses an	a purposes merem star and notorial seal the da	te and place first hereinabove	written.		
- · · · · · · · · · · · · · · · · · · ·					
Doc. No. 438	•••	ATTY PO GOOS DE PEAL, JR.			
Page No89		Notery From Makaji 2017-2018			
Book No 03		Uhri Decemb	€8397200718		
Series of 20.18	•••	Upper December 30 ; 20 ; 12 NCLE No. V-0019342 PTR No. Mile. 6990369 1/3/18			
REPUBLIC OF THE PHILE	PPINES	IBP Roll N	ćo. 49763		
MAKATI CITY					
WITHE	IMINA C. CABAGUI	a martin 4 di	on and a colin ance		
I	1.1	of INTRAS	TRAIA ASSUKANCE TRATA ASSURANCE		
CORPORATION, after have	ng been duly sworn to,	depose and say that INTRAS existing under and by virtue of	f the laws of the Republic		
afthe Philippings and duly	authorized to execute:	and issue all surety bonds for	r all purposes within the		
Philippines and that it is actu	ally worth the amount	specified in the foregoing un E HUNDRED ONLY	dertaking, to wit:		
PESOS SEVEN HUNDRED T	WENTY THOUSAND NIN	E HUNDRED ONLY	debte and obligations and		
property exempt from execu	). Philippines Ci	rrency, over the above all just	Georg with oppigations and		
property exempt from execu	nom.	INTRASTRATA	NCE CORPORATION		
		By:			
		WILHELMINA C. CA	BAGUI		
		Bonds Manager			
			M. Y. 10		
SUBSCRIBED AND	SWORN to before m	e thisday of	March , 20 8		
at Makati Philippines affiant exhibiting to me his Res. Certificate and that of the Corporation as above					
described.		ATTY POTHICE	S. DE REAL, JR.		
5 × 439		Notary Public V	S. DE REAL, JR. lakati 2017-2018		

## CERTIFIED TRUE / PHOTO COPY

Mp

LEONILA R! LANSANGAN
IC Supervising Insurance Specialist
Licensing Division
Insurance Commission

Date: \_\_\_\_ FED 19.2018

Republika ng Pilipinas Republic of the Philippines Kagawaran ng Pananalapi Department of Pinance ROMISTON NG SECURO INSURANCE COMMISSION

#### KATIBAYAN NG PAGRAMAYKAPANGYARIHAN CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang (This is to redify that INTRA STRATA ASSURANCE CORPORATION

NG LUNGSOD NG MARATI, PILIPINAS

ពក ខែឧព្យខ្ល

pang **DI-BUHAY** ...

(FIRE, MARINE, CASUALTY & SURETY:)

na kompanya ng segoro ay nakatugon sa lahat ng mga kailangong itinakda ng batas incummer emitpany, has emiplied with all requirements of low

ng Pilipinas keugnay sa gayong mga koropanya ng seguro, kung kaya pinagkakalooban of the Philippinas relative to such insurvoce companies, and it is hereby granted.

nitong KATIBAYAN NG PAGKAMAYKAPANGYARIHAN upang makipagnegosyo ng this CERTIFICATE OF AUTHORITE to transact

uri ny segitro na ilinakda sa itaas hanggang ikalabingdalawa ng hatinggabl, ng ikaladumpu't isang tur ches of insurance insinces above set forth until twelve o'clock invinight, on the thirty-first

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

maliban kung agad na bewiin o pigilin ng may makatuwirang basalagan nuless sooner revoked or suspended for cause.)

Bilong KATUNAYAN NITO; billagda ko ang aking pangalan (b. WITNESS WHEREOF, I have hereunto subscribed my name

at ikinintal ang Opisyal na Tatak ng aking Tanggapan and ransad my Official Seal to be affixed,

ea Lungsod ng Maynilae Elli**gha**e talay may alsa: -ut-like citiy of Manilo, Millippines: This becomes.....

-sikula ika-isa ng Bhero 2016.... effective on 1 January 2016.)

> ENTANCE POTOE historice Compilistioner

Blg. <u>2016/89-R</u> (No.) <u>2016/89-R</u>

\*AO No. 153 issued on December 3, 1965

harataan b

ERTIFIED TRUE COPY

ACCOUNTABLE FORM No. 51-C Revised January, 1992 (ORIGINAL) Official Receipt of the Republic of the Philippines 3491164 Date Agency INSUEANCE COMME Fund INTRA-STRATA ASSURANCE CORPORATION Nature of Account Amount Collection Code Carified True Copy of other decuments 200.00 TOTAL 200.00 Amount in Words TWO HUNDRED PESOS ONLY Drawee ☐ Cash Number Date Check Money Order Received the amount stated above. ICI SUPADASINO AGRICISTICATIVA Officer Collecting Officer NOTE: Write the number and date of this receipt on the back of check or money order received.

JERTIFIED TRUE COPY

WILHELMINA C. CABAGU



## REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT

GENERAL SOLANO ST., SAN MIGUEL, MANILA

# BIDS AND AWARDS COMMITTEE

# **NOTICE TO PROCEED**

# MARTIN JEREMY U. CASTRO

Corporate Secretary Microimaging Sales and Services, Inc. 2<sup>nd</sup> Floor, Kodak Building 2247 Chino Roces Avenue, Makati City

Dear Mr. Castro:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Lease of Semi-Industrial Document Scanner," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

BENJAMIN E. DIOKNO Secretary



I acknowledge receipt and acceptance of this No	otice on: April : ( F 2011
Name of Consultant and/or Representative:	?oderick S. Guevavva