AGREEMENT FOR THE PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION FOR CY 2014

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Security Features for ePassport Personalization for CY 2014 (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____, between the:

> **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) HONORABLE LINGLINGAY F. LACANLALE,
>
> and
>
> **JURA JSP ENTWICKLUNG UND VERTRIEB VON WERTPAPIERDRUCKSYSTEMEN GMBH (Jura JSP GmbH)** (hereinafter, the CONTRACTOR), is a company duly organized and existing under and by virtue of the laws of Austria, a copy of its Certificate of Incorporation is enclosed as ANNEX A, with principal office address at Gebhardtgasse 13/8, A-1190 Vienna, Austria, represented by FMC Research Solutions Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at the 3rd floor, No. 2 Ideal Street, Barangay Addition Hills, Mandaluyong City, represented MR. FAI T. CHUA or MS. MELODY CHENG CHUA, who are duly authorized to enter into this Agreement pursuant to the Authority dated 14 March 2014, copy of which is attached as ANNEX B and made integral part of this AGREEMENT.

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Procurement of Security Features for ePassport Personalization for CY 2014, and has accepted a bid by the CONTRACTOR to provide said goods in the sum of **Twenty Million Nine Hundred Eighty-Six Thousand Five Hundred Sixty Pesos only (PHP 20,986,560.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges under the INCOTERMS DDP.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. 140-14 dated 28 April 2014, a copy of which is attached to the Notice of Award in ANNEX "H", complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions included in the General and Special Conditions of a Contract (GCC) provided with the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

2. The following documents are attached and made integral parts of this AGREEMENT:

   ANNEX C - Bid Form and Bid Rate Sheet submitted by the CONTRACTOR
   ANNEX D - Technical Specifications and Scope of Work
   ANNEX E - Bid Bulletin No. 1
   ANNEX F - General Conditions of Contract
   ANNEX G - Special Conditions of Contract
   ANNEX H - Notice of Award dated 28 April 2014
   ANNEX I - Performance Security

3. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Technical Specifications and Scope of Work (Annex D).
4. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on JUN 03 2014 CITY OF MAKATI in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS

By: **HON. LINGLINGAY F. LACANLALE**
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor:

JURA JSP GMBH

By: **MS. MELODY CHENG CHUA**
Authorized Representative

WITNESSES

ATTY. ALVAR E. ROSALES
DFA Chief Accountant

FAI T. OHUA
FMC Research Solutions Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF MAKATI) s.s.

CITY OF MAKATI

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on JUN 03 2014 personally appeared HONORABLE LINGLINGAY F. LACANLALE, Undersecretary for Administration of the Department of Foreign Affairs and MS. MELODY CHENG CHUA, Authorized Representative of Jura JSP GmbH, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION FOR CY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
LINGLINGAY F. LACANLALE	Passport # DE0004246	DFA MANILA	OCT. 22, 2013
MELODY CHENG CHUA	PASSPORT# EB5808602	DFA MANILA	JUNE 20, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

ISIDRO R. BARRIOS III
Notary Public
Roll of Attorneys No. 56095
Notarial Commission No. M-91
Commission Expires on December 31, 2014
PTR No. 4235534, 01/09/2014, Makati
IBP No. 953689, 01/08/2014, Capiz Chapter

Doc. No. 401
Page No. 82
Book No. 9
Series of 2014

AGREEMENT FOR THE PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION FOR CY 2014

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Security Features for ePassport Personalization for CY 2014 (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____, between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) HONORABLE LINGLINGAY F. LACANLALE,

and

JURA JSP ENTWICKLUNG UND VERTRIEB VON WERTPAPIERDRUCKSYSTEMEN GMBH (Jura JSP GmbH) (hereinafter, the CONTRACTOR), is a company duly organized and existing under and by virtue of the laws of Austria, a copy of its Certificate of Incorporation is enclosed as ANNEX A, with principal office address at Gebhardtgasse 13/8, A-1190 Vienna, Austria, represented by FMC Research Solutions Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at the 3rd floor, No. 2 Ideal Street, Barangay Addition Hills, Mandaluyong City, represented MR. FAI T. CHUA or MS. MELODY CHENG CHUA, who are duly authorized to enter into this Agreement pursuant to the Authority dated 14 March 2014, copy of which is attached as ANNEX B and made integral part of this AGREEMENT.

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Procurement of Security Features for ePassport Personalization for CY 2014, and has accepted a bid by the CONTRACTOR to provide said goods in the sum of **Twenty Million Nine Hundred Eighty-Six Thousand Five Hundred Sixty Pesos only (PHP 20,986,560.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges under the INCOTERMS DDP.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. 140-14 dated 28 April 2014, a copy of which is attached to the Notice of Award in ANNEX "H", complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions included in the General and Special Conditions of a Contract (GCC) provided with the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

2. The following documents are attached and made integral parts of this AGREEMENT:

   ANNEX C - Bid Form and Bid Rate Sheet submitted by the CONTRACTOR
   ANNEX D - Technical Specifications and Scope of Work
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3. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Technical Specifications and Scope of Work (Annex D).
4. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on JUN 0 3 2014, in Pasay City, Metro Manila.
CITY OF MAKATI

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS

By: **HON. LINGLINGAY F. LACANLALE**
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor:

JURA JSP GMBH

By: **MS. MELODY CHENG CHUA**
Authorized Representative

WITNESSES

ATTY. ALVAR E. ROSALES
DFA Chief Accountant

PAT T. CHUA
FMC Research Solutions Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF MAKATI) s.s.

CITY OF MAKATI
BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on JUN 0 3 2014 personally appeared HONORABLE LINGLINGAY F. LACANLALE, Undersecretary for Administration of the Department of Foreign Affairs and MS. MELODY CHENG CHUA, Authorized Representative of Jura JSP GmbH, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION FOR CY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
LINGLINGAY F. LACANLALE	Passport # DE0004244	DFA MANILA	OCT. 22, 2013
MELODY CHENG CHUA	PASSPORT # EC0000604	DFA MANILA	JUNE 20, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

ISIDRO B. BARRIOS III
Notary Public
Roll of Attorneys No. 56095
Notarial Commission No. M-91
Commission Expires on December 31, 2014
PTR No. 4235534, 01/09/2014, Makati
IBP No. 953689, 01/08/2014, Capiz Chapter

Doc. No. 401
Page No. 82
Book No. 2
Series of 2014

AGREEMENT FOR THE PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION FOR CY 2014

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and

JURA JSP ENTWICKLUNG UND VERTRIEB VON WERTPAPIERDRUCKSYSTEMEN GMBH (Jura JSP GmbH) (hereinafter, the CONTRACTOR), is a company duly organized and existing under and by virtue of the laws of Austria, a copy of its Certificate of Incorporation is enclosed as ANNEX A, with principal office address at Gebhardtgasse 13/8, A-1190 Vienna, Austria, represented by FMC Research Solutions Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at the 3rd floor, No. 2 Ideal Street, Barangay Addition Hills, Mandaluyong City, represented MR. FAI T. CHUA or MS. MELODY CHENG CHUA, who are duly authorized to enter into this Agreement pursuant to the Authority dated 14 March 2014, copy of which is attached as ANNEX B and made integral part of this AGREEMENT.

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WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. 140-14 dated 28 April 2014, a copy of which is attached to the Notice of Award in ANNEX "H", complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

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3. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Technical Specifications and Scope of Work (Annex D).
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IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on JUN 0 3 2014, in Pasay City, Metro Manila.
CITY OF MAKATI

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS

By: **HON. LINGLINGAY F. LACANLALE**
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor:

JURA JSP GMBH

By: **MS. MELODY CHENG CHUA**
Authorized Representative

WITNESSES

ATTY. ALVAR E. ROSALES
DFA Chief Accountant

FAI T. CHUA
FMC Research Solutions Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF MAKATI) s.s.

CITY OF MAKATI
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MELODY CHENG CHUA	PASSPORT # EC9008604	DFA MANILA	JUNE 20, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

ISIDRO B. BARRIOS III
Notary Public
Roll of Attorneys No. 56095
Notarial Commission No. M-91
Commission Expires on December 31, 2014
PTR No. 4235534, 01/09/2014, Makati
IBP No. 953689, 01/08/2014, Quezon City

Doc. No. 401
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IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on JUN 0 3 2014, in Pasay City, Metro Manila.
CITY OF MAKATI

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS

By: **HON. LINGLINGAY F. LACANLALE**
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor:

JURA JSP GMBH

By: **MS. MELODY CHENG CHUA**
Authorized Representative

WITNESSES

ATTY. ALVAR E. ROSALES
DFA Chief Accountant

PAI T. CHUA
FMC Research Solutions Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF MAKATI) s.s.

CITY OF MAKATI

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on JUN 0 3 2014 personally appeared HONORABLE LINGLINGAY F. LACANLALE, Undersecretary for Administration of the Department of Foreign Affairs and MS. MELODY CHENG CHUA, Authorized Representative of Jura JSP GmbH, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION FOR CY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
LINGLINGAY F. LACANLALE	Passport # DE 0004246	DFA MANILA	OCT. 22, 2013
MELODY CHENG CHUA	PASSPORT # EAS 8086021	DFA MANILA	JUNE 30, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

ISIDRO R. BARRIOS III
Notary Public
Roll of Attorneys No. 56095
Notarial Commission No. M-91
Commission Expires on December 31, 2014
PTR No. 4235534, 01/09/2014, Makati
IBP No. 953689, 01/08/2014, Capiz Chapter

Doc. No. 401
Page No. 82
Book No. 2
Series of 2014

Kasuguan ng Pilipinas

Vienna

Embassy / Mission of the Philippines

CERTIFICATE OF AUTHENTICATION

No. 102-2014

I, **CHARLIE P. MANANGAN**, Consul General of the Embassy of the Republic of the Philippines in Vienna, Austria do hereby certify that *Alexander Klaus*, whose signature is affixed on the annexed document was, at the time he/she signed the said document, *Authentication Officer, Federal Ministry for European, Integration and Foreign Affairs, Vienna, Austria,* and verily believe that his/her signature affixed thereto is genuine.

For the contents of the annexed document, the Embassy assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Embassy of the Republic of the Philippines, to be affixed hereto this **24th day of March 2014**, in Vienna, Austria.

CHARLIE P. MANANGAN
Consul General

ANNEXED DOCUMENT IS:

EXCERPT FROM THE COMMERICAL REGISTER WITH CURRENT DATA

Laurenzerberg 2, 1010 Vienna, Austria • ☎ +43 1 533-2401 • 🖷 ext. 24 • ✉ office@philippine-embassy.at • www.philippine-embassy.at

(Certified translation from German)

JUDICIARY
Commercial Register

EXCERPT FROM THE COMMERCIAL REGISTER WITH CURRENT DATA

Effective date: 18 March 2014 Company Reg. No. FN 135521 x

This excerpt is based on the Main Register, supplemented by data from the document archives.

Most recent entry dated 18 July 2013 bearing the entry number 33.
Court of jurisdiction is Vienna Commercial Court

COMPANY NAME
4 Jura JSP Entwicklung und Vertrieb
von Wertpapierdrucksystemen GmbH

LEGAL FORM
1 Limited liability company

HEADQUARTERED IN
1 Political Community of Vienna

BUSINESS ADDRESS
6 Gebhardtgasse 13/8
1190 Vienna

BRANCH OF BUSINESS
2 Distribution of security - paper printing systems etc.

CAPITAL
28 EUR 36.000,00

EFFECTIVE DATE FOR ANNUAL FINANCIAL STATEMENT
10 31 December

ANNUAL FINANCIAL STATEMENT (date of last entry; other entries see summary of entries)
33 Submitted on 5 July 2013 as at 31 December 2012

AUTHORITY OF REPRESENTATION

1 If several managing directors are appointed, the company is represented by two managing directors jointly or by one of them together with a joint authorised signatory.
Even if several managing directors are appointed, the general shareholders' meeting can assign independent authority of representation to individual ones.

1	Articles of association dated 5 July 1995	001
4	General shareholders' meeting resolution dated 10 January 1996 amendment to Art. I and IV of the articles of association	002

28 Articles of association with general shareholders' meeting resolution 003
dated 20 April 2010
adjusted according to the 1st Euro-Legal-Collateral Law Act

28 General shareholders' meeting resolution dated 20 April 2010 004
Capital reduction of EUR 336.42.--.
New version of the articles of association.

28 General shareholders' meeting resolution dated 25 June 2010 005
amendment to Art. 7 of the articles of association

MANAGING DIRECTORS (under commercial law)

C Ferenc Koltai, born 16 February 1958
3 has been representing independently since 10 January 1996
D Agnes Koltaine Bakonyi, born 9 May 1957
3 has been representing independently since 10 January 1996
G Renate Grof, born 13 February 1974
25 has been representing independently since 30 September 2008

AUTHORISED SIGNATORY *(Prokurist)*

L Kalman Manhercz, born 19 November 1962
30 has been representing independently since 7 June 2011

SHAREHOLDERS	ORIGINAL CAPITAL CONTRIBUTION	PAID IN THEREOF
C Ferenc Koltai, born 16 February 1958		
28	EUR 18,000.00	EUR 9,000.00
28		
D Agnes Koltaine Bakonyi, born 9 May 1957		
28	EUR 18,000.00	EUR 9,000.00
28		
Totals:	EUR 36,000.00	EUR 18,000.00

---EXECUTIVES---

3 C Ferenc Koltai, born 16 February 1958
28 Labanc utca 17A/3/1
HUN-1021 Budapest
3 D Agnes Koltaine Bakonyi, born 9 May 1957
28 Labanc utca 17A/3/1
HUN-1021 Budapest
26 G Renate Grof, born 13 February 1974
19 Gersthofer Straße 30/9
1180 Vienna 001
26 due to change of name
30 L Kalman Manhercz, born 19 November 1962
30 Semmelweis köz 1
HUN-2085 Pilisvörösvar

----------SUMMARY OF ENTRIES----------

Vienna Commercial Court

1	recorded on 26 July 1995 application for the entry of a new company name received on 7 July 1995	Business item	702	Fr	6745/95 s
2	recorded on 1 August 1995 *ex officio* correction	Business item	702	Fr	7318/95 h
3	recorded on 18 January 1996 application for amendment received on 12 January 1996	Business item	72	Fr	315/96 k
4	recorded on 6 February 1996 application for amendment 23 January 1996	Business item	72	Fr	796/96 v
6	recorded on 22 July 1998 application for amendment received on 1 July 1998	Business item	72	Fr	5851/98 w
10	recorded on 5 January 2002 *ex officio* correction	Business item	74	Fr	13080/01 i
19	recorded on 29 June 2004 application for amendment received on 23 June 2004	Business item	74	Fr	5386/04 x
25	recorded on 10 October 2008 application for amendment received on 8 October 2008	Business item	75	Fr	12029/08h
26	recorded on 19 August 2009 application for amendment received on 17 August 2009	Business item	75	Fr	9871/09v
28	recorded on 3 September 2010 application for amendment received on 11 May 2010	Business item	75	Fr	5832/10m
30	recorded on 25 June 2011 application for amendment received on 22 June 2011	Business item	75	Fr	10886/11z
33	recorded on 18 July 2013 electronic submission of annual financial statement received on 5 July 2013	Business item	71	Fr	12720/13p

----------AUSTRIAN NATIONAL BANK INFORMATION----------

Identity number valid as at 18 March 2014: 2574608

prepared via WENT clearing office**********HA221
Court fee: EUR 3.36***** 18 March 2014 10:38:59 a.m. 713 96645784***** Lines: 100

Commercial register Retrieved on 18 March 2014, at 10:38:59 a.m. CET

[Round seal]
MMag. Dr. Arno Weigand,
Civil Law Notary
Vienna-Leopoldstadt
Republic of Austria

Civil Law Notary
as court commissioner
illegible signature

[Rectangular stamp]
Fee of EUR 13.70 paid.
19 March 2014
[initials illegible]

102 Jv 1295/14v

The authenticity of the above signature of MMag. Arno Weigand,
civil law notary with offices in the judicial district of this Court, is hereby officially certified.

Signed: The President of the Vienna Provincial Court for Civil Matters
1011 Vienna, Schmerlingplatz 11

Vienna, dated 19 March 2014

[Text of round seal]
The President of the Vienna Provincial Court for Civil Matters

END OF TRANSLATION

Grundlage dieses Auszuges ist das Hauptbuch ergänzt um Daten aus der Urkundensammlung.
Letzte Eintragung am 18.07.2013 mit der Eintragungsnummer 33
zuständiges Gericht Handelsgericht Wien

FIRMA
4 JURA JSP Entwicklung und Vertrieb
von Wertpapierdrucksystemen GmbH

RECHTSFORM
1 Gesellschaft mit beschränkter Haftung

SITZ in
1 politischer Gemeinde Wien

GESCHÄFTSANSCHRIFT
6 Gebhardtgasse 13/8
1190 Wien

GESCHÄFTSZWEIG
2 Vertrieb v. Wertpapierdrucksystemen u.a.

KAPITAL
28 EUR 36.000

STICHTAG für JAHRESABSCHLUSS
10 31. Dezember

JAHRESABSCHLUSS (zuletzt eingetragen; weitere siehe Historie)
33 zum 31.12.2012 eingereicht am 05.07.2013

VERTRETUNGSBEFUGNIS
1 Die Gesellschaft wird, wenn mehrere Geschäftsführer bestellt sind, durch zwei Geschäftsführer gemeinsam oder durch einen von ihnen gemeinsam mit einem Gesamtprokuristen vertreten.
Die Generalversammlung kann, auch wenn mehrere Geschäftsführer bestellt sind, einzelnen von ihnen selbständige Vertretungsbefugnis erteilen.

1 Gesellschaftsvertrag vom 05.07.1995 001

4 Generalversammlungsbeschluss vom 10.01.1996 002
Änderung des Gesellschaftsvertrages in den Punkten I. und IV.

28 Gesellschaftsvertrag mit Generalversammlungsbeschluss 003
vom 20.04.2010
gemäß 1. Euro-JuBeG angepasst.

28 Generalversammlungsbeschluss vom 20.04.2010 004
Kapitalherabsetzung um EUR 336,42,--.
Neufassung des Gesellschaftsvertrages.

28 Generalversammlungsbeschluss vom 25.06.2010 005
Änderung des Gesellschaftsvertrages im § 7.

GESCHÄFTSFÜHRER/IN (handelsrechtlich)
C Ferenc Koltai, geb. 16.02.1958
3 vertritt seit 10.01.1996 selbständig
D Agnes Koltaine Bakonyi, geb. 09.05.1957
3 vertritt seit 10.01.1996 selbständig
G Renate Grof, geb. 13.02.1974
25 vertritt seit 30.09.2008 selbständig

PROKURIST/IN
L Kalman Manhercz, geb. 19.11.1962
30 vertritt seit 07.06.2011 selbständig

zum 18.03.20
rstellt über
erichtsgebüh
Firmenbuch

GESELLSCHAFTER/IN	STAMMEINLAGE	HIERAUF GELEISTET
C Ferenc Koltai, geb. 16.02.1958		
28	EUR 18.000	
28		EUR 9.000
D Agnes Koltaine Bakonyi, geb. 09.05.1957		
28	EUR 18.000	
28		EUR 9.000
Summen:	EUR 36.000	EUR 18.000

--- PERSONEN ---

3 C Ferenc Koltai, geb. 16.02.1958
28 Labanc utca 17A/3/1
HUN-1021 Budapest
3 D Agnes Koltaine Bakonyi, geb. 09.05.1957
28 Labanc utca 17A/3/1
HUN-1021 Budapest
26 G Renate Grof, geb. 13.02.1974
19 Gersthofer Straße 30/9
1180 Wien
26 infolge Namensänderung 001
30 L Kalman Manhercz, geb. 19.11.1962
30 Semmelweis köz 1
HUN-2085 Pilisvörösvar

--- VOLLZUGSÜBERSICHT ---

Handelsgericht Wien

1 eingetragen am 26.07.1995 Geschäftsfall 702 Fr 6745/95 s
Antrag auf Neueintragung einer Firma eingelangt am 07.07.1995
2 eingetragen am 01.08.1995 Geschäftsfall 702 Fr 7318/95 h
amtswegige Berichtigung
3 eingetragen am 18.01.1996 Geschäftsfall 72 Fr 315/96 k
Antrag auf Änderung eingelangt am 12.01.1996
4 eingetragen am 06.02.1996 Geschäftsfall 72 Fr 796/96 v
Antrag auf Änderung eingelangt am 23.01.1996
6 eingetragen am 22.07.1998 Geschäftsfall 72 Fr 5851/98 w
Antrag auf Änderung eingelangt am 01.07.1998
10 eingetragen am 05.01.2002 Geschäftsfall 74 Fr 13080/01 i
amtswegige Berichtigung
19 eingetragen am 29.06.2004 Geschäftsfall 74 Fr 5386/04 x
Antrag auf Änderung eingelangt am 23.06.2004
25 eingetragen am 10.10.2008 Geschäftsfall 75 Fr 12029/08 h
Antrag auf Änderung eingelangt am 08.10.2008
26 eingetragen am 19.08.2009 Geschäftsfall 75 Fr 9871/09 v
Antrag auf Änderung eingelangt am 17.08.2009
28 eingetragen am 03.09.2010 Geschäftsfall 75 Fr 5832/10 m
Antrag auf Änderung eingelangt am 11.05.2010
30 eingetragen am 25.06.2011 Geschäftsfall 75 Fr 10866/11 z
Antrag auf Änderung eingelangt am 22.06.2011
33 eingetragen am 18.07.2013 Geschäftsfall 71 Fr 12720/13 p
Elektronische Einreichung Jahresabschluss eingelangt am 05.07.2013

---------- INFORMATION DER ÖSTERREICHISCHEN NATIONALBANK ----------

zum 18.03.2014 gültige Identnummer: 2574608

erstellt über Verrechnungsstelle WENT ********** HA221
Gerichtsgebühr: EUR 3.36 ***** 18.03.2014 10:38:59,713 96645784 ** ZEILEN: 100

MMag. Dr. Arno WEIGAND ÖFFENTLICHER NOTAR Wien-Leopoldstadt, Wien REPUBLIK ÖSTERREICH 2

öffentlicher Notar als Gerichtskommissär

102Jv 1295/14v

Die Echtheit der vorstehenden Unterschrift des Herrn **MMag.Dr. Arno Weigand,** öffentlichen Notars im Sprengel dieses Gerichtshofes wird beurkundet.

Der Präsident des Landesgerichtes für ZRS Wien
1011 Wien, Schmerlingplatz 11
Wien, am 19. MRZ. 2014

Für die Präsidentin:

FOI Fabsits

Gebühr € 13,70 entrichtet
19. MRZ. 2014

Die Echtheit der Unterschrift des (der)

Karl Heinz FABSITS
Landesgericht für Zivilrechtssachen Wien

sowie des vorliegenden Amtssiegels wird bestätigt.

Wien, am 24. MRZ. 2014

Bundesministerium für Europa, Integration und Äußeres

Siegel Alexander KLAUS Prot.Nr. 1496/14

Verwaltungsabgabe € 3,20 entrichtet
Beglaubigungsgebühr € 14,30 entrichtet

Kasuguan ng Pilipinas

Vienna

Embassy / Mission of the Philippines

CERTIFICATE OF AUTHENTICATION

No. 095-2014

I, **CHARLIE P. MANANGAN**, Consul General of the Embassy of the Republic of the Philippines in Vienna, Austria do hereby certify that *Alexander Klaus*, whose signature is affixed on the annexed document was, at the time he/she signed the said document, *Authentication Officer, Federal Ministry for European, Integration and Foreign Affairs, Vienna, Austria,* and verily believe that his/her signature affixed thereto is genuine.

For the contents of the annexed document, the Embassy assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Embassy of the Republic of the Philippines, to be affixed hereto this **21st day of March 2014**, in Vienna, Austria.

EMBASSY OF THE PHILIPPINES VIENNA AUSTRIA

CHARLIE P. MANANGAN
Consul General

ANNEXED DOCUMENT IS:

AUTHORITY OF SIGNATORY – General Manager Certificate

La[illegible]zerber[illegible] 1010 Vienna, Austria • ☎ +43 1 533-2401 • 🖷 ext. 24 • ✉ office@philippine-embassy.at • www.philippine-embassy.at

AUTHORITY OF SIGNATORY

GENERAL MANAGER CERTIFICATE

I, Renate GROF, in my capacity as General Manager of the company Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH (Jura JSP GmbH), an Austrian company with registered office address situated at Gebhardtgasse 13/8, 1190 Vienna, Austria (hereinafter also referred to as "the Company"), duly empowered and authorized under the laws of Austria,

DO HEREBY CERTIFY that:

I, Renate Grof, am appointed as the General Manager of the Company and I am authorized by Austrian Law to bind the Company to the fullest extent permitted by law.

In consequence, Renate Grof, as General Manager of the Company, hereby declares that Jura JSP GmbH is authorized to participate in the bidding of the "Procurement of Security Features for ePassport Personalization" project launched by the DEPARTMENT OF FOREIGN AFFAIRS; and that, if awarded the project, shall enter into a contract with the DEPARTMENT OF FOREIGN AFFAIRS; and in connection therewith hereby appoints Mr. Fai T. Chua or Ms. Melody Cheng Chua of FMC RESEARCH SOLUTIONS INC., with office address at Unit 2301A Wack Wack Twin Towers, Wack Wack Road, Mandaluyong City, Philippines, acting as duly authorized and designated representative of Jura JSP GmbH, being granted hereby full power and authority to do, execute and perform any and all acts necessary and/or to represent Jura JSP GmbH in the bidding as fully and effectively as I might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that the said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of March, 2014, in Vienna, Austria.

JURA JSP GMBH
Gebhardtgasse 13
1190 Wien - Austria
Tel: +43 1 367 8388
Fax: +43 1 367 8377
Entwicklung u. Vertrieb von Wertpapierdrucksystemen

Renate Grof
General Manager
Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH

CERTIFIED SECURITY SUPPLIER INTERGRAF

Staatliche Gebühr von € 14,30 entrichtet.

Beurkundungsregisterzahl: 711/2014

Die Echtheit der vorstehenden Firmazeichnung der Frau Renate **Grof**, geboren am 13.02.1974 (dreizehnten Februar neunzehnhundertvierundsiebzig), 1180 Wien, Gersthofer Straße 30/9, als Geschäftsführerin für die **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH** mit dem Sitz in Wien und der Geschäftsanschrift 1190 Wien, Gebhardtgasse 13/8, wird bestätigt. ----------

Gleichzeitig bestätige ich auf Grund der heute vorgenommenen Einsichtnahme in das Firmenbuch der Republik Österreich gemäß §89a (Paragraph neunundachtzig a) Notariatsordnung, dass Frau Renate **Grof** als Geschäftsführerin am 14.03.2014 (vierzehnten März zweitausendvierzehn) berechtigt war und am heutigen Tag berechtigt ist, die im Firmenbuch des Handelsgerichtes Wien zu FN 135521x eingetragene **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH** selbstständig rechtsverbindlich zu zeichnen. ----------

Wien, am 18.03.2014 (achtzehnten März zweitausendvierzehn).----------

---

I herwith certify that the signature of Renate **Grof**, born on 13th (thirteenth) February 1974 (One thousand nine hundred and seventy-four), 1180 Vienna, Gersthofer Straße 30/9, in her capacity as Managing Director of **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH** having ist registered office at Vienna and ist business address at 1190 Vienna, Gebhardtgasse 13/8 is authentic. ----------

Pursuant to today's inspection of the register of companies, I certify in accordance with section eighty-nine a of the Notarial Profession Act [Notariatsordnung] that the above officer is authorised individually to represent the said **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH**, registered under company number 135521x having ist office at Vienna on 14th (fourteenth) March 2014 (Two thousand and fourteen) and still is today.----------

Vienna, 18th (eighteenth) March 2014 (Two thousand and fourteen). ----------

MMag. Dr. Arno WEIGAND ÖFFENTLICHER NOTAR Wien-Leopoldstadt, Wien REPUBLIK ÖSTERREICH 2

öffentlicher Notar

Kasuguan ng Pilipinas

Embassy / Mission of the Philippines

Vienna

CERTIFICATE OF AUTHENTICATION

No. 113-2014

I, **CHARLIE P. MANANGAN**, Consul General of the Embassy of the Republic of the Philippines in Vienna, Austria do hereby certify that *Alexander Klaus*, whose signature is affixed on the annexed document was, at the time he/she signed the said document, *Authentication Officer, Federal Ministry for European, Integration and Foreign Affairs, Vienna, Austria,* and verily believe that his/her signature affixed thereto is genuine.

For the contents of the annexed document, the Embassy assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Embassy of the Republic of the Philippines, to be affixed hereto this **28th day of March 2014**, in Vienna, Austria.

EMBASSY OF THE PHILIPPINES REPUBLIC OF THE PHILIPPINES VIENNA, AUSTRIA

CHARLIE P. MANANGAN
Consul General

ANNEXED DOCUMENT IS:

Extract with current data

Laurenzerberg 1010 Vienna, Austria • ☎ +43 1 533-2401 • 🖷 ext. 24 • ✉ office@philippine-embassy.at • www.philippine-embassy.at

BEGLAUBIGTE ÜBERSETZUNG AUS DER DEUTSCHEN IN DIE ENGLISCHE SPRACHE
CERTIFIED TRANSLATION FROM GERMAN INTO ENGLISH

Notes and explanations of the translator in square brackets [ ].

Extract of registration

[Logo of the Federal Ministry of Science, Research and Economy]
[Logo of the Central Trades Register]

REPUBLIC OF AUSTRIA

[Coat of arms of the Republic of Austria]

Effective date 25 March 2014 **Extract with current data** **Data proc. reg.: 0037257**

AUTHORITY: City Administration of the City of Vienna
REGISTER: 990 TRADES REGISTER NUMBER: 100597G19

TYPE OF TRADE: free trade

TRADE OWNER

Name: JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH
Legal form: Private limited company
Commercial register number: 135521 x
Registered office in Vienna - 19th district (Döbling)
Address: Gebhardtgasse 13/8
A-1190 Vienna

DESCRIPTION OF THE TRADE

Commercial business (with the exception of commercial businesses requiring approval) and commercial agents (§ 124(10) GewO 1994)

TRADING LICENCE - Effective date: 13 August 1998 Expiry date:
Decision: Municipal District Office (Magistratisches Bezirksamt) for the 19th district
Date issued: 9 November 1998 Case no.: MBA 19-G-G-5259/98

TRADING LOCATION

Municipality: Vienna - 19th district (Döbling)
Address: Gebhardtgasse 13
A-1190 Vienna

MANAGING DIRECTOR

Last name: Kroboth
First name: Renate
Date of birth: 13 February 1974
Date APPOINTED: 5 February 2004 appointed by trade owner

Extract taken by the settlement agent BRZG-PV ********** ZG073
Register search fee: EUR 1.09 ****** 25 March 2014 09:26:59, 316926 **********

[Round seal of the Municipal District Office (Magistratisches Bezirksamt) for the 19th district of the City of Vienna]
[Signature illegible]

'he authenticity of the signature and
ıe official seal as well as the capacity
f the signer are certified.

'ienna, 26 March 2014
'or the City Administration's Chief
xecutive:
Signature Theurer]
lag. Michaela Theurer

Federal fee of EUR 14.30 paid
Administrative charge of EUR 3.20 paid.

[Round stamp of the Magistrat (City Administration) of the city of Vienna]

The authenticity of the signature of
Mag. Michaela THEURER,
Vienna City Administration Head Office
[Magistratsdirektion Wien],
and the present official seal is certified.
Vienna, 26 March 2014
Federal Ministry for Europe, Integration and Foreign Affairs
[Signature illegible] 12887/14
Stefan LERCH Prot.No.
Administrative charge of EUR 3.20 paid
Certification fee of EUR 14.30 paid

----------End of translation----------

n, am 27. März 2014 Vienna, 27 March 2014

genaue Übereinstimmung der vorstehenden Übersetzung mit dem angehefteten
inal bestätige ich unter Berufung auf meinen Eid.

exact correspondence of the above translation to the affixed original document is
sted by my sworn oath as generally sworn court interpreter for the English language.

Michael Kucharski

Allgemein beeideter und gerichtlich zertifizierter Dolmetscher für die englische Sprache
MMag.
Michael KUCHARSKI
Zinckgasse 11/22
1150 Wien

102Jv 1498/14x
Die Echtheit der vorstehenden Unterschrift
des allgemein beeideten und gerichtlich zertifizierten
Dolmetschers für die **englische** Sprache,
MMag. Michael Kucharski,
wird beurkundet.
Der Präsident des Landesgerichtes für ZRS Wien
1011 Wien, Schmerlingplatz 11
Wien, am 28. MRZ. 2014
Für die Präsidentin:

FOI Fabsits

Gebühr € 13,70
entrichtet
28. MRZ. 2014

DER PRÄSIDENTIN DES LANDESGERICHTES FÜR ZRS WIEN

REPUBLIK ÖSTERREICH

Stichtag: 25.03.2014 **Auszug mit aktuellen Daten** **DVR: 0037257**

BEHÖRDE: Magistrat der Stadt Wien
REGISTER: 990 GEWERBEREGISTERNUMMER: 100597G19

GEWERBEART: freies Gewerbe

GEWERBEINHABER

Bezeichnung: JURA JSP Entwicklung und Vertrieb von We
rtpapierdrucksystemen GmbH
Rechtsform: Gesellschaft mit beschränkter Haftung
Firmenbuchnummer: 135521 x
Sitz in politischer Gemeinde: Wien - 19. Bezirk (Döbling)
Anschrift: Gebhardtgasse 13/8
A-1190 Wien

GEWERBEWORTLAUT

Handelsgewerbe (mit Ausnahme der bewilligungspflichtigen gebundenen Ha
ndelsgewerbe) und Handelsagenten (§ 124 Z 10 GewO 1994)

GEWERBEBERECHTIGUNG - Entstehung: 13.08.1998 Endigung:
Bescheid: Magistratisches Bezirksamt für den 19. Bezirk
ausgestellt am: 09.11.1998 GZ: MBA 19-G-G-5259/98

STANDORT der GEWERBEBERECHTIGUNG

Gemeinde: Wien - 19. Bezirk (Döbling)
Anschrift: Gebhardtgasse 13
A-1190 Wien

GESCHÄFTSFÜHRER

Zuname: Kroboth
Vorname: Renate
geboren am: 13.02.1974
Tag der BESTELLUNG: 05.02.2004 bestellt durch: Gewerbeinhaber

erstellt über Verrechnungsstelle BRZG-PV ********** ZG073
Abfrageentgelt: EUR 1,09 ****** 25.03.2014 09:26:59,316926 **********

MAGISTRATISCHES BEZIRKSAMT f.d. 19. BEZ. * WIEN *

Ayoub

3

REPUBLIKA NG PILIPINAS / *REPUBLIC OF THE PHILIPPINES*

PASAPORTE
PASSPORT

URI/ *Type*
P

Kodigo ng bansa/ *Country code*
PHL

Pasaporte blg / *Passport no*
EB5808604

Apelyido / *Surname*
CHUA

Pangalan / *Given names*
MELODY

Panggitnang apelyido / *Middle name*
CHENG

Araw ng kapanganakan / *Date of birth*
11 Jan 75

Nasyonalidad / *Nationality*
FILIPINO

Kasarian/ *Sex*
F

Pook ng kapanganakan / *Place of birth*
MANILA

Araw ng pagkakaloob / *Date of issue*
30 Jun 12

Kagawaran/ahensya ng pinagkaloob / *Issuing authority*
DFA MANILA

Araw ng pagkawalang bisa / *Valid until*
29 Jun 17

Lagda ng pinagkalooban / *Holder's signature*

P<PHLCHUA<<MELODY<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

PHILIPPINES

MILLENNIUM

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
EAST AVE QUEZON CITY

NON-PROFESSIONAL

LAST NAME,FIRST NAME,MIDDLE NAME

CHUA, FAI TING

ADDRESS (NO. STREET, CITY MUN., PROVINCE)
RM514 C BLDG 1411 LA TORRE ST TONDO MLA

BIRTH DATE	SEX	HT. (cm)	WT. (kg)	NATIONALITY
1975-03-25	M	175	74	BRI

RESTRICTIONS	CONDITIONS	AGY	EXPIRES
2		N21	2016-03-25

LICENSE NO.
N04-98-420347

VIRGINIA C. TORRES
ASST. SECRETARY

SIGNATURE OF LICENSEE

Bid Form

Date: April 22, 2014
Invitation to Bid N°: PB-GS-008-2014

To: *Department of Foreign Affairs*
2330 Roxas Boulevard
Pasay City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the Department of Foreign Affairs for its' *Procurement of Security Features for ePassport Personalization* in conformity with the said Bidding Documents for the sum of ***TWENTY MILLION NINE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED SIXTY PESOS (PhP 20,986,560.00)*** as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
FMC Research Solutions Inc. Unit 2301A Wack Wack Twin Towers Wack Wack Road, Mandaluyong City 1555 Philippines	PhP 300,000.00	Administrative Services

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 22nd day of April, 2014.

MELODY CHENG CHUA **AUTHORIZED REPRESENTATIVE**

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of **Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH**

Please refer to the attached "Appointment of Representative"

For Goods Offered From Abroad

Name of Bidder **JURA JSP GMBH** Invitation to Bid Date **March 10, 2014**

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Hidden Text	Austria	3,024,000 licenses	PHP 2.84 per ePassport License Place of Destination- *DFA- ePassport Personalization Center (EPC) at the Bangko Sentral ng Pilipinas - Security Plant Complex (BSP-SPC) in East Avenue, Quezon City*	PHP 8,588,160.00	PHP 2.84 per ePassport License	PHP 2.84 per ePassport License	PHP 8,588,160.00

MELODY CHENG CHUA
Authorized Representative

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
2	Micro Text	Austria	3,024,000 Licenses	PHP 4.40 per ePassport Licenses Place of Destination- *DFA- ePassport Personalization Center (EPC) at the Bangko Sentral ng Pilipinas - Security Plant Complex (BSP-SPC) in East Avenue, Quezon City*	PHP 12,398,400.00	PHP 4.40 per ePassport Licenses	PHP 4.40 per ePassport Licenses	PHP 12,398,400.00
				TOTAL	**PHP 20,986,560.00**			**PHP 20,986,560.00**

MELODY CHENG CHUA
Authorized Representative

Pasuguan ng Pilipinas

Embassy / Mission of the Philippines

Vienna

CERTIFICATE OF AUTHENTICATION

No. 094-2014

I, **CHARLIE P. MANANGAN,** Consul General of the Embassy of the Republic of the Philippines in Vienna, Austria do hereby certify that *Alexander Klaus*, whose signature is affixed on the annexed document was, at the time he/she signed the said document, *Authentication Officer, Federal Ministry for European, Integration and Foreign Affairs, Vienna, Austria,* and verily believe that his/her signature affixed thereto is genuine.

For the contents of the annexed document, the Embassy assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Embassy of the Republic of the Philippines, to be affixed hereto this **21st day of March 2014**, in Vienna, Austria.

CHARLIE P. MANANGAN
Consul General

ANNEXED DOCUMENT IS:

Appointment of Representative

1010 Vienna, Austria • ☎ +43 1 533-2401 • ext. 24 • office@philippine-embassy.at • www.philippine-embassy.at

Department of Foreign Affairs
12th Floor DFA Main Building
Roxas Boulevard
Pasay City
Philippines

Attention: **Hon. Evelyn D. Austria - Garcia**
Chairperson
Bids and Awards Committee

Subject: **Appointment of Representative**

To Whom It May Concern

I, the undersigned, Renate Grof, acting in my official capacity as General Manager of Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH (Jura JSP GmbH) , having its head office at Gebhardtgasse 13, 1190 Wien, Austria, nominate, constitute and appoint FMC Research Solutions Inc. with office address at Unit 2301A Wack Wack Twin Towers, Wack Wack Road, Mandaluyong City, Philippines as the authorized representative of Jura JSP GmbH to submit and sign on behalf and in the name of Jura JSP GmbH the offer to the Tender by the Department of Foreign Affairs, Bids and Awards Committee, BAC Secretariat Office for the Procurement of Security Features for ePassport Personalization.

FMC Research Solutions Inc., as represented by Mr. Fai T. Chua or Ms. Melody Cheng Chua, are authorized to pick-up bidding documents, sign and remit our bid offer as well as receive summons, notices and other legal processes related to this Tender on behalf of Jura JSP GmbH.

That Jura JSP GmbH and its' agent/ representative, FMC Research Solutions Inc., shall be legally bound for any and all concerns that may arise in the implementation of the Contract.

This Letter of Appointment is valid from March 14, 2014 and shall remain in force for the duration of the Tender until the completion of the Contract

IN WITNESS WHEREOF the Company has executed this Deed on the day and year set out below.

Signed this 17th day of March, 2014 in Vienna, Austria

For Jura JSP Entwicklung und Vertrieb
von Wertpapierdrucksystemen
GmbH (Jura JSP GmbH)

Renate Grof
General Manager

JURA JSP GMBH
Gebhardtgasse 13
1190 Wien - Austria
Tel: +43 1 367 8388
Fax: +43 1 367 8377
Entwicklung u. Vertrieb
von Wertpapierdrucksystemen

CERTIFIED SECURITY SUPPLIER INTERGRAF

Staatliche Gebühr von € 14,30 entrichtet.

Beurkundungsregisterzahl: 710/2014

Die Echtheit der vorstehenden Firmazeichnung der Frau Renate **Grof**, geboren am 13.02.1974 (dreizehnten Februar neunzehnhundertvierundsiebzig), 1180 Wien, Gersthofer Straße 30/9, als Geschäftsführerin für die **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH** mit dem Sitz in Wien und der Geschäftsanschrift 1190 Wien, Gebhardtgasse 13/8, wird bestätigt. ----------

Gleichzeitig bestätige ich auf Grund der heute vorgenommenen Einsichtnahme in das Firmenbuch der Republik Österreich gemäß §89a (Paragraph neunundachtzig a) Notariatsordnung, dass Frau Renate **Grof** als Geschäftsführerin am 17.03.2014 (siebzehnten März zweitausendvierzehn) berechtigt war und am heutigen Tag berechtigt ist, die im Firmenbuch des Handelsgerichtes Wien zu FN 135521x eingetragene **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH** selbstständig rechtsverbindlich zu zeichnen. ----------

Wien, am 18.03.2014 (achtzehnten März zweitausendvierzehn). ----------

---

I herwith certify that the signature of Renate **Grof**, born on 13th (thirteenth) February 1974 (One thousand nine hundred and seventy-four), 1180 Vienna, Gersthofer Straße 30/9, in her capacity as Managing Director of **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH** having ist registered office at Vienna and ist business address at 1190 Vienna, Gebhardtgasse 13/8 is authentic. ----------

Pursuant to today's inspection of the register of companies, I certify in accordance with section eighty-nine a of the Notarial Profession Act [Notariatsordnung] that the above officer is authorised individually to represent the said **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH**, registered under company number 135521x having ist office at Vienna on 17th (seventeenth) March 2014 (Two thousand and fourteen) and still is today. ----------

Vienna, 18th (eighteenth) March 2014 (Two thousand and fourteen). ----------

MMag. Dr. Arno WEIGAND ÖFFENTLICHER NOTAR Wien-Innenstadt, Wien REPUBLIK ÖSTERREICH

öffentlicher Notar

REPUBLIC OF THE PHILIPPINES)
CITY/ MUNICIPALITY OF CITY OF MAKATI) S.S.

PROJECT NAME: PROCUREMENT OF SECURITY FEATURES FOR EPASSPORT PERSONALIZATION

STATEMENT OF COMPLIANCE WITH ALL THE TECHNICAL SPECIFICATIONS DESCRIBED IN THE TERMS OF REFERENCE (TOR) AND THE SCHEDULE OF REQUIREMENTS

I, Melody Cheng Chua, of legal age, married, Filipino citizen and residing at #40 Coolidge Street, San Juan City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the authorized and designated representative of Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH (Jura JSP GmbH) with office address at Gebhardtgasse 13, 1190 Vienna, Austria; and

2. The Technical Specifications Described in the Terms of Reference (TOR) and the Schedule of Requirements mentioned below are true:

Technical Specifications

Item	Specification	Statement of Compliance
1	**Components** **1.1 HIDDEN TEXT** A. Hidden text of information unique to the passport holder and embedded into the primary photo.	**COMPLY** - Please refer to Jura Personalization brochure
	B. The hidden text of information shall be verifiable by a special decoding device.	**COMPLY** - Please refer to Jura Personalization brochure

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Item	Specification	Statement of Compliance
1	C. The text shall consist of the passport holder's information displayed in the data page *i.e. name, date of birth, nationality, sex, place of birth, date of issue, validity date.*	**COMPLY** - Please refer to Jura Personalization brochure
	D. Generates an output, which shall not deviate from the current design that the Department is using.	**COMPLY** - Jura JSP GmbH confirms that the Jura Personalization and Jura Machine - Readable Letterscreen ++ shall generate an output which shall not deviate from the current design that the Department is using.
	E. Shall be completely compatible and shall not cause any minor or major interference with the current ePassport Personalization System.	**COMPLY** - Jura JSP GmbH confirms that the Jura Personalization and Jura Machine - Readable Letterscreen ++ shall be completely compatible and shall not cause any minor or major interference with the current ePassport Personalization System.
2	**2.1 SECONDARY GHOST IMAGE**	
	A. Secondary image of passport holder consisting of unique wave structure of line microtext of the passport holder's personal information.	**COMPLY** - Please refer to Jura Personalization brochure
	B. Generates an output, which shall not deviate from the current design that the Department is using.	**COMPLY** - Jura JSP GmbH confirms that the Jura Personalization and Jura Machine - Readable Letterscreen ++ shall generate an output which shall not deviate from the current design that the Department is using.
	C. Shall be completely compatible and shall not cause any minor or major interference with the current ePassport Personalization System.	**COMPLY** - Jura JSP GmbH confirms that the Jura Personalization and Jura Machine - Readable Letterscreen ++ shall be completely compatible and shall not cause any minor or major interference with the current ePassport Personalization System.

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Item	Specification	Statement of Compliance
	3.1 SOFTWARE	
	A. The personalized security feature shall be provided in the form of a software. "Personalized" shall mean "unique to the passport holder."	**COMPLY** - Jura JSP GmbH confirms that the personalized security feature shall be provided in the form of a software. "Personalized" shall mean "unique to the passport holder."
	B. The winning bidder shall be responsible for integrating the software with the Department of Foreign Affairs' existing personalization system and generating samples for the Department's approval.	**COMPLY**- Jura JSP GmbH shall be responsible for integrating the software with the Department of Foreign Affairs' existing personalization system and generating samples for the Department's approval.
3	C. The software shall not in any way affect the performance of the entire personalization system.	**COMPLY** - Jura JSP GmbH confirms that the software shall not in any way affect the performance of the entire personalization system.
	D. The validity of the software license must be with a minimum of at least five (5) years.	**COMPLY** - Jura JSP GmbH confirms the validity of the software license shall be with a minimum of at least five (5) years.
	E. There should be flexibility in the use of the licenses, especially in the event of the expiration, as the supplier should be able to transfer the contents of the dongles with expired licenses to those that have valid and subsisting licenses.	**COMPLY** - Jura JSP GmbH confirms that there shall be flexibility in the use of the licenses, especially in the event of the expiration, as Jura JSP GmbH shall be able to transfer the contents of the dongles with expired licenses to those that have valid and subsisting licenses.

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Item	Specification	Statement of Compliance
4	**4.1 TESTING** A. The bidder with the lowest calculated bid shall provide samples printed on one thousand (1000) actual Philippine ePassport booklets with two percent (2%) acceptable spoilage during Post-Qualification. B. The bidder with the lowest calculated bid shall demonstrate, under the supervision of the DFA, that the software does not affect the printing speed of the personalization system.	**COMPLY** - Jura JSP GmbH, if declared as the bidder with the lowest calculated bid, shall provide the security features to be printed on one thousand (1000) actual Philippine ePassport booklets with two percent (2%) acceptable spoilage during Post-Qualification. **COMPLY** - Jura JSP GmbH , if declared as the bidder with the lowest calculated bid, shall demonstrate, under the supervision of the DFA, that the software does not affect the printing speed of the personalization system.
5	**5.1 DELIVERY TERM** A. The supplies shall be delivered to the DFA-ePassport Personalization Center (EPC) at the Bangko Sentral ng Pilipinas-Security Plant Complex (BSP-SPC) in East Avenue, Quezon City. B. The bidder with the lowest calculated bid shall present a document proving the installation of the software within ten (10) calendar days upon receipt of the Notice to Proceed (NTP).	**COMPLY** - Jura JSP GmbH agrees that the security features shall be delivered to the DFA-ePassport Personalization Center (EPC) at the Bangko Sentral ng Pilipinas-Security Plant Complex (BSP-SPC) in East Avenue, Quezon City. **COMPLY** - Jura JSP GmbH confirms to submit a Proof of Installation of the software within ten (10) calendar days upon receipt of the Notice to Proceed (NTP).

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Item	Specification	Statement of Compliance
5	C. The supplier, whether local or foreign, shall be entirely responsible for all necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.	**COMPLY** - Jura JSP GmbH shall be entirely responsible for all necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract, if applicable.
	D. Three million twenty-four thousand pieces (3,024,000) of licenses for Hidden Texts and three million twenty-four thousand pieces (3,024,000) pieces of licenses for Micro Texts shall be evenly distributed among seventeen dongles.	**COMPLY** - Jura JSP GmbH confirms that three million twenty-four thousand pieces (3,024,000) of licenses for Hidden Texts and three million twenty-four thousand pieces (3,024,000) pieces of licenses for Micro Texts shall be evenly distributed among seventeen dongles.
6	**6.1 PAYMENT TERM**	
	A. Prices shall be in Delivered Duty Paid (DDP) Manila.	**COMPLY** - Jura JSP GmbH confirms that the prices shall be in Delivered Duty Paid (DDP) Manila, if applicable.
	B. Payment shall be made in Philippine Peso.	**COMPLY** - Jura JSP GmbH agrees that payment shall be made in Philippine Peso.
	C. Payment shall be made through a telegraphic transfer to the account of the winning bidder.	**COMPLY** - Jura JSP GmbH agrees that payment shall be made through a telegraphic transfer to the account of Jura JSP GmbH.

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Item	Specification	Statement of Compliance
6	D. Payment shall be made within thirty-five (35) calendar days upon full delivery, installation and inspection in the Department of Foreign Affairs, inspection and acceptance of the Head of the End-User's office and upon timely submission of all necessary documents to the Department's Office of the Fiscal Management (OFM).	**COMPLY** - Jura JSP GmbH agrees that payment shall be made within thirty-five (35) calendar days upon full delivery, installation and inspection in the Department of Foreign Affairs, inspection and acceptance of the Head of the End-User's office and upon timely submission of all necessary documents to the Department's Office of the Fiscal Management (OFM).
7	**7.1 INSURANCE** A. The Goods supplied under this contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and the title of the Supplier until their final acceptance by the Procuring Entity.	**COMPLY** - Jura JSP GmbH agrees, if applicable, that the security features supplied under this contract shall be fully insured by Jura JSP GmbH in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The security features remain at the risk and the title of Jura JSP GmbH until their final acceptance by the Procuring Entity, if applicable.
8	**8.1 SUPPORT** A. Technical support for the software shall be provided by the winning bidder for the duration of the usage of Three million twenty-four thousand pieces (3,024,000) of ePassport prints.	**COMPLY** - Jura JSP GmbH confirms that Technical support for the software shall be provided by Jura JSP GmbH for the duration of the usage of Three million twenty-four thousand pieces (3,024,000) of ePassport prints.

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Item	Specification	Statement of Compliance
8	B. The winning bidder must provide trained locally-based technicians on call twenty four (24) hours a day and seven (7) days a week.	**COMPLY** - Jura JSP GmbH confirms to provide trained locally-based technicians on call twenty four (24) hours a day and seven (7) days a week.
	C. Malfunction of the software shall be addressed within twenty four (24) hours upon report to the winning bidder.	**COMPLY** - Malfunction of the software shall be addressed within twenty four (24) hours upon report to Jura JSP GmbH.
	D. Any spoilage or production loss resulting from the malfunction of the software shall be subject to liquidated damages collectible by the Department. Liquidated damages shall be equivalent to the price of the decrease in production capacity below 15,000 [decrease in production capacity below 15,000 x cost per print of security feature].	**COMPLY** - Jura JSP GmbH agrees that any spoilage or production loss resulting from the malfunction of the software shall be subject to liquidated damages collectible by the Department. Liquidated damages shall be equivalent to the price of the decrease in production capacity below 15,000 [decrease in production capacity below 15,000 x cost per print of security feature].
9	**9.1 ELIGIBILITY** A. The bidder must have successfully supplied personalized security features, both Hidden Texts and Micro Texts, to at least two (2) different passport projects in the quantity of three million (3,000,000) or more.	**COMPLY** - Please refer to the certificates issued by the Department of Foreign Affairs and C & C Security Printing Ltd.

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

Schedule of Requirements

The delivery schedule expressed in calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Delivered, in Calendar Days
1	Hidden Text	3,024,000 licenses	The security features shall be delivered to the DFA-ePassport Personalization Center (EPC) at the Bangko Sentral ng Pilipinas-Security Plant Complex (BSP-SPC) in East Avenue, Quezon City. Proof of installation of the software within ten (10) calendar days upon receipt of the Notice to Proceed (NTP).
2	Micro Text	3,024,000 licenses	

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

IN WITNESS WHEREOF, I have hereunto set my hand this APR 2 1 2014 day of April, 2014 in CITY OF MAKATI Philippines.

MELODY CHENG CHUA
Bidder's Authorized Representative/ Affiant

SUBSCRIBED AND SWORN TO before me this APR 2 1 2014 day of April, 2014, affiant exhibited to me her Passport Number EB5808604 expiry on June 23, 2017, issued at DFA Manila, Philippines, known to me to be the same person who executed the forgoing instrument and, who acknowledged to me that the same is her voluntary act and deed and that of the institution she represents.

This instrument, referring to the **STATEMENT OF COMPLIANCE WITH ALL THE TECHNICAL SPECIFICATIONS DESCRIBED IN THE TERMS OF REFERENCE (TOR) AND THE SCHEDULE OF REQUIREMENTS,** consist of 9 pages, including this page on which this acknowledgement is written, has been signed by the affiant on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL on this APR 2 1 2014 day of April, 2014 in CITY OF MAKATI, Philippines

Doc No.: 53
Page No.: 12
Book No.: 2
Series of 2014

ISIDRO B. BARRIOS III
Notary Public
Roll of Attorneys No. 56095
Notarial Commission No. M-91
Commission Expires on December 31, 2014
PTR No. 4235534, 01/09/2014, Makati
IBP No. 953689, 01/08/2014, Capiz Chapter

Kagawaran ng Ugnayang Panlabas Department of Foreign Affairs
BIDS AND AWARDS COMMITTEE
2330 Roxas Boulevard, Pasay City
Tel. Nos. 834-4116 ; Fax No. 831-9584
Email: bac.secretariat@dfa.gov.ph

SUPPLEMENTAL / BID BULLETIN No. 1

PROJECT	:	**Procurement of Security Features for ePassport Personalization**
Reference No.	:	PB-GS-008-2014
ABC	:	PhP21,000,000.00
DATE	:	07 April 2014

This Bulletin is being issued to provide prospective bidders for the above-named Project additional information to the Bidding Documents and to address the queries received by the Department, particularly on the following:

1. Bid Data Sheet (BDS)

ITB Clause	
5.1	Bidder must be the **developer and license owner of the security features and a certification to such effect shall be provided by the Bidder**.
12.1(a)(iii)	The statement of **all** *ongoing* and *completed* government and private contracts shall include all such contracts within the last two (2) years prior to the deadline for the submission and receipt of bids, which is 14 April 2014. For this purpose, similar contracts shall refer to contracts which are of similar nature and complexity to the contract to be bid. In addition, the Bidder must identify which among the submitted completed contracts shall be evaluated by the DFA for purposes of satisfying the Single Largest Completed Contract (SLCC) requirement. For SLCC covered by a Non-Disclosure Clause, **the bidder shall submit an equivalent document such as, but not limited to, a letter or certification issued by the bidder's client(s) stating the existence of a non-disclosure agreement, name of the contract or the type of Goods delivered or Services performed, the indicative value of the contract, the duration of the contract, and whether such project or undertaking has been successfully delivered/performed by the bidder and accepted by the client.** If a bidder shall submit a Net Financial Contracting Capacity (NFCC) computation, such document must be duly sworn and subscribed to by the bidder or its authorized signatory.
12.1(a)(iv)	**Audited Financial Statements may be substituted by appropriate equivalent documents in the country of such foreign corporation / partnership which must be duly authenticated / acknowledged by the Philippine Embassy or Consulate therein. It shall include, if applicable, a duly authenticated affidavit or certification that the bidder's financial statements are not required to be audited.**

2. Technical Specifications

Item	Specification	Statement of Compliance
2.	2.1 SECONDARY GHOST IMAGE A. Secondary image of passport holder consisting of **unique wave structure of line microtext of the passport holder's personal information;** B. Generates an output, which shall not deviate from the current design that the Department is using; C. Shall be completely compatible and shall not	

	cause any minor or major interference with the current ePassport Personalization System.	
6.	6.1 PAYMENT TERM A. Prices shall be in Delivered Duty Paid (DDP) Manila. B. Payment shall be made in Philippine Peso. C. Payment shall be made through a telegraphic transfer to the account of the winning bidder. D. Payment shall be made within thirty-five (35) calendar days upon full delivery, installation and inspection in the Department of Foreign Affairs, inspection and acceptance of the Head of the End-User's office and upon timely submission of all necessary documents to the Department's Office of the Fiscal Management (OFM).	
9.	9.1 ELIGIBILITY A. The bidder must have successfully supplied personalized security features, both Hidden Texts and Micro Texts, to at least two (2) different passport projects in the quantity of three million (3,000,000) or more. ~~B. The bidder must be a licensed importer and shall present original document evidencing the same during the post-qualification conference.~~	

3. Prospective bidders are likewise informed that the DFA-BAC has rescheduled the following activities:

Deadline for Submission of Bids	Opening of Bids
22 April 2014 Tuesday, 12:00 noon	**22 April 2014** Tuesday, 4:00 pm

DFA-BAC will only accept bids from those who have paid the non-refundable bidding document fee of Twenty-Five Thousand Pesos (Php25,000.00). Bidders shall indicate the amount paid and Official Receipt No. on the cover of their Bid Envelopes.

Deadline for submission of bids to the BAC Secretariat Office is at **12:00 noon** of **22 April 2014** (Tuesday) and no further revisions of schedules shall be made by the DFA-BAC for this Project. Late bids shall not be accepted.

For the information and guidance of all concerned.

EVELYN D. AUSTRIA-GARCIA
Chairperson

Pasay City, 07 April 2014

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.

TABLE OF CONTENTS

1. DEFINITIONS 36
2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES 36
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE 38
4. GOVERNING LAW AND LANGUAGE 38
5. NOTICES 38
6. SCOPE OF CONTRACT 38
7. SUBCONTRACTING 38
8. PROCURING ENTITY'S RESPONSIBILITIES 39
9. PRICES 39
10. PAYMENT 39
11. ADVANCE PAYMENT AND TERMS OF PAYMENT 39
12. TAXES AND DUTIES 40
13. PERFORMANCE SECURITY 40
14. USE OF CONTRACT DOCUMENTS AND INFORMATION 41
15. STANDARDS 41
16. INSPECTION AND TESTS 41
17. WARRANTY 42
18. DELAYS IN THE SUPPLIER'S PERFORMANCE 42
19. LIQUIDATED DAMAGES 43
20. SETTLEMENT OF DISPUTES 43
21. LIABILITY OF THE SUPPLIER 43
22. FORCE MAJEURE 44
23. TERMINATION FOR DEFAULT 44
24. TERMINATION FOR INSOLVENCY 45
25. TERMINATION FOR CONVENIENCE 45
26. TERMINATION FOR UNLAWFUL ACTS 45
27. PROCEDURES FOR TERMINATION OF CONTRACTS 46
28. ASSIGNMENT OF RIGHTS 47
29. CONTRACT AMENDMENT 47
30. APPLICATION 47

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.

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

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

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

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

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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 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 provided 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 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.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

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 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. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon

as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

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

21. Liability of the Supplier

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor 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 Contractor. 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 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.

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 Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) aforementioned, 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 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 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 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.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is *the Department of Foreign Affairs*
1.1(i)	The Contractor is *Jura JSP Entwicklung Und Vertrieb Von Wertpapierdrucksystemen GMB (Jura JSP GmbH)*
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the *Government Appropriations Act for 2014*, in the amount of **Php 21,000,000.00.**
1.1(k)	The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.
5.1	The Procuring Entity's address for Notices is: 2330 Roxas Boulevard, Pasay City Contact Person: Alex O. Vallespin (Head, BAC Secretariat) Tel. no. 834-4116 or Fax no. 831-9584. **bac.secretariat@dfa.gov.ph** The Contractor's address for Notices is: c/o FMC Research Solutions Inc., 3rd floor, No. 2 Ideal Street, Barangay Addition Hills, Mandaluyong City represented by Mr. Fai T. Chua or Ms. Melody Cheng Chua, with mobile number 0917-502 8116 and telefax number 723-8116.
9	For the given scope of work in this Contract as awarded, all bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.
10.4	Not applicable.
13.4(c)	No further instructions.
21.1	No additional provision. But if the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION

NOTICE OF AWARD

28 April 2014

Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in its Resolution No. 140-14, the Department is awarding the Contract for the supply and delivery of ***Security Features for e-Passport Personalization for FY 2014***, to your firm, ***Jura JSP GMBH,*** in the amount of *Twenty Million Nine Hundred Eighty Six Thousand Five Hundred Sixty Pesos Only* ***(Php20,986,560.00)***, inclusive of all taxes and other lawful charges, subject to the signing of the Contract and to the posting of the required performance security within ten (10) calendar days from receipt of this Notice.

Very truly yours,

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of Procuring Entity

Conforme:

For: ***JURA JSP GmbH***

MR. FAI T. CHUA
Authorized Representative
JURA JSP GmbH
Unit 2301A Wack Wack Twin Towers
Wack Wack Road, Mandaluyong City
Date: _____

BAC-PB-NOA-0__-OCA

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Undersecretary for Administration
and Head of Procuring Entity

Conforme:

For: ***JURA JSP GmbH***

MR. FAI T. CHUA
Authorized Representative
JURA JSP GmbH
Unit 2301A Wack Wack Twin Towers
Wack Wack Road, Mandaluyong City
Date: _____

Sr. Sp. Asst. N. Servigon

BAC
Chairperson E. D.A. Garcia
Vice-Chair J.V. Chhan Gonzaga
Members
Special Asst. E. C. Yulo
Dir. G. Musor
Dir. B. T. Santos
Dir . G.P. Abiog
Assec. W.C. Santos

BAC Secretariat
Pr. Asst. A.O. Vallespin
Members:
A De Asis-Del Mundo
S.P. Toledo
G.C. Fernandez
J.P.Calisin

1-BUA-7 III-14

BIDS AND AWARDS COMMITTEE

BAC Resolution No. 140-14

RESOLUTION RECOMMENDING, BY REFERENDUM, THE AWARD OF CONTRACT FOR PROCUREMENT OF SECURITY FEATURES FOR E-PASSPORT PERSONALIZATION FOR FY 2014

WHEREAS, the Office of Consular Affairs (OCA), in its aim to maintain the required security for the E-Passports issued by the Department of Foreign Affairs, facilitated the procurement of E-Passport Security Features for e-Passport Personalization For FY 2014;

WHEREAS, the Office of Fiscal Management (OFM) issued a *Certificate of Availability of Funds* for the procurement of Security Features for e-Passport Personalization For FY 2014 in the amount of *Twenty One Million Pesos Only* (Php21,000,000.00), chargeable against the MOOE of OCA;

WHEREAS, on 14 January 2014, in compliance with Section 20.1 of the Revised Implementing Rules and Regulations (IRR) of the Government Procurement Reform Act (R.A. 9184), the Bids and Awards Committee (BAC), with the representatives from OCA conducted a *Pre-Procurement Conference* to discuss the bidding documents, including the Terms of Reference (TOR), scope and contract duration, as well as the schedule of bidding activities for the Project;

WHEREAS, in compliance with Section 21.2 of the Revised Implementing Rules and Regulations (IRR) of the Government Procurement Reform Act (R.A. 9184), the Department of Foreign Affairs (DFA) advertised in the 15 March 2014 issue of The Manila Times and posted, for seven (7) consecutive days an *Invitation to Bid* for the procurement of Security Features for e-Passport Personalization For FY 2014 in the DFA Website, PhilGEPS and in conspicuous places within the premises of the DFA;

WHEREAS, in response to said advertisements, only one (1) company, *Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH (Jura JSP GmbH),* purchased the *Bid Documents*, in the amount of Twenty-Five Thousand Pesos Only (Php25,000.00);

WHEREAS, on 19 March 2014, in compliance with Section 22 of the IRR of R.A. 9184, the DFA-BAC, in the presence of the representatives from the OCA, held a *Pre-Bid Conference* with the prospective bidder, *Jura JSP GmbH, in attendance and* discussed the eligibility requirements and the technical and financial components of the contract to be bid and to allow the bidders to raise or submit written queries or clarifications;

WHEREAS, *Jura JSP GmbH* submitted its sealed *Eligibility and Technical Requirements, and Financial Proposal* envelopes, before the deadline of submission of bids;

WHEREAS, on 22 April 2014 during the *Opening of Bids*, consistent with Section 23 of the IRR of R.A. 9184, the DFA-BAC declared *Jura JSP GmbH* "ELIGIBLE TO BID", as well as "TECHNICALLY COMPLYING";

WHEREAS, the financial bid of *Jura JSP GmbH* was:

Bidders	Financial Bid
Approved Budget for the Contract	*Php 21,000,000.00* *(Twenty One Million Pesos Only)*
Jura JSP GmbH	*Php 20,986,560.00* *(Twenty Million Nine Hundred Eighty-Six Thousand Five Hundred Sixty Pesos Only)*

WHEREAS, on 25 April 2014, in compliance with Section 34 of the IRR of R.A. 9184, *Jura JSP GmbH* after being declared as the company with the *Single Calculated Bid* underwent *Post-Qualification* wherein the DFA-BAC-Technical Working Group (TWG), in the presence of the representative from OCA, evaluated the Eligibility, Technical, Financial and Post-Qualification documents submitted by *Jura JSP GmbH*, and was determined to have passed all the documentary requirements and is therefore the company with the *Single Calculated Responsive Bid*;

WHEREAS, the DFA-BAC-TWG, in its report dated 28 April 2014, finds that *Jura JSP GmbH* has passed all the criteria for *Post-Qualification*;

WHEREFORE, premises considered, the Committee unanimously resolves to recommend to the Head of the Procuring Entity of the Department Foreign Affairs to:

1.) award the contract for the Security Features for e-Passport Personalization for FY 2014 to *Jura JSP GmbH* for having submitted the *Single Calculated Responsive Bid* in the amount of *Php20,986,560.00*; and

2.) commence signing of the Contract with *Jura JSP GmbH* upon the issuance of the *Notice of Award* and posting of *Performance Security*.

ADOPTED this 28th day of April 2014, Pasay City.

EVELYN D. AUSTRIA-GARCIA
BAC Chairman

JOSÉ VICTOR CHAN GONZAGA
BAC Vice-Chairman

EDWARD C. YULO
BAC Member

GERARDO P. ABIOG
BAC Member

GONARANAO B. MUSOR
BAC Member

BERTRAND THEODOR L. SANTOS
BAC Member

WILFREDO C. SANTOS
BAC Provisional Member
Representative of the End-User

Approved:
By the Authority of the Secretary of Foreign Affairs:

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

BIDS AND AWARDS COMMITTEE

BAC Resolution No. 140-14

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Bidders	Financial Bid
Approved Budget for the Contract	*Php 21,000,000.00* *(Twenty One Million Pesos Only)*
Jura JSP GmbH	*Php 20,986,560.00* *(Twenty Million Nine Hundred Eighty-Six Thousand Five Hundred Sixty Pesos Only)*

WHEREAS, on 25 April 2014, in compliance with Section 34 of the IRR of R.A. 9184, *Jura JSP GmbH* after being declared as the company with the *Single Calculated Bid* underwent *Post-Qualification* wherein the DFA-BAC-Technical Working Group (TWG), in the presence of the representative from OCA, evaluated the Eligibility, Technical, Financial and Post-Qualification documents submitted by *Jura JSP GmbH*, and was determined to have passed all the documentary requirements and is therefore the company with the *Single Calculated Responsive Bid*;

WHEREAS, the DFA-BAC-TWG, in its report dated 28 April 2014, finds that *Jura JSP GmbH* has passed all the criteria for *Post-Qualification*;

WHEREFORE, premises considered, the Committee unanimously resolves to recommend to the Head of the Procuring Entity of the Department Foreign Affairs to:

1.) award the contract for the Security Features for e-Passport Personalization for FY 2014 to *Jura JSP GmbH* for having submitted the *Single Calculated Responsive Bid* in the amount of *Php20,986,560.00*; and

2.) commence signing of the Contract with *Jura JSP GmbH* upon the issuance of the *Notice of Award* and posting of *Performance Security*.

ADOPTED this 28th day of April 2014, Pasay City.

EVELYN D. AUSTRIA-GARCIA
BAC Chairman

JOSE VICTOR CHAN GONZAGA
BAC Vice-Chairman

EDWARD C. YULO
BAC Member

GERARDO P. ABIOG
BAC Member

GONARANAO B. MUSOR
BAC Member

BERTRAND THEODOR L. SANTOS
BAC Member

WILFREDO C. SANTOS
BAC Provisional Member
Representative of the End-User

Approved:
By the Authority of the Secretary of Foreign Affairs:

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

No. 0085332

Metrobank
METROPOLITAN BANK & TRUST COMPANY

PERFORMANCE SECURITY: BANK GUARANTEE
REFERENCE NO. 066/LG/001057/14

DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE
RECEIVED
MAY 14 2014
SUBMISSION OF BIDS
BY: TIME: 3:19

MAY 14, 2014

TO: **DEPARTMENT OF FOREIGN AFFAIRS**
2330 ROXAS BOULEVARD,
PASAY CITY, 1300 PHILIPPINES

GENTLEMEN:

IN CONSIDERATION OF YOUR GRANTING THE SERVICE CONTRACT FOR THE SUPPLY AND DELIVERY OF SECURITY FEATURES FOR E-PASSPORT PERSONALIZATION FOR FY 2014 IN THE AGGREGATE PRINCIPAL AMOUNT OF PESOS: TWENTY MILLION NINE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED SIXTY ONLY (PHP20,986,560.00) FOR THE ACCOUNT OF **JURA JSP ENTWICKLUNG UND VERTRIEB VON WERTPAPIERDRUCKSYSTEMEN GMBH,** ("CUSTOMER") WITH BUSINESS ADDRESS AT GEBHARDTGASSE 13/8, A-1190 WIEN, THIS BANK GUARANTEE IS HEREBY ISSUED IN YOUR FAVOUR AS PERFORMANCE SECURITY UNTIL **OCTOBER 30, 2014** (THE "**EXPIRY DATE**"), BUT THE OBLIGATION OF THE BANK SHALL IN NO CASE EXCEED THE SUM OF **PESOS: ONE MILLION FORTY NINE THOUSAND THREE HUNDRED TWENTY EIGHT ONLY (PHP1,049,328.00),** BEING 5% (FIVE PERCENT) OF THE AGGREGATE PRINCIPAL AMOUNT.

NOTWITHSTANDING ANY CONTEST OR OBJECTION THERETO BY THE CUSTOMER, THE BANK SHALL PAY YOU WITHIN THREE (3) DAYS UPON ITS RECEIPT OF (I) YOUR SWORN STATEMENT INDICATING THE CUSTOMER'S UNPAID OBLIGATION, (II) THIS GUARANTEE (THE ORIGINAL), (III) STATEMENT OF ACCOUNT.

YOU MAY DEMAND PAYMENT FROM THE BANK ONLY WITHIN THE EFFECTIVITY PERIOD OF THIS GUARANTEE. UNLESS EARLIER TERMINATED, THIS GUARANTEE SHALL AUTOMATICALLY BECOME NULL AND VOID AFTER THE EXPIRY DATE.

THE AMOUNT OF THE GUARANTEE SHALL BE REDUCED AUTOMATICALLY BY ANY PAYMENTS MADE HEREUNDER.

IF FOR ANY REASON THE BANK TERMINATES THIS GUARANTEE BEFORE THE EXPIRY DATE, THE BANK SHALL NOTIFY YOU IN WRITING AT LEAST THIRTY (30) CALENDAR DAYS, IF PRACTICABLE, BEFORE THE TERMINATION TAKES EFFECT.

THIS GUARANTEE IS PERSONAL TO YOU, IT IS NOT ASSIGNABLE.

THIS GUARANTEE SHALL BE GOVERNED BY PHILIPPINE LAWS AND ANY ACTION HEREUNDER SHALL BE BROUGHT IN THE PROPER COURT IN MAKATI CITY, METRO MANILA, PHILIPPINES.

THIS GUARANTEE SHALL AUTOMATICALLY BECOME NULL AND VOID AFTER THE EXPIRY DATE WITHOUT THE NEED TO SURRENDER THE ORIGINAL COPY OF THE BANK GUARANTEE.

METROPOLITAN BANK AND TRUST COMPANY
INTERNATIONAL OPERATIONS DIVISION – IMPORT DEPARTMENT
HEAD OFFICE, METROBANK PLAZA, SEN. GIL PUYAT AVE., MAKATI CITY

PERFECTO LEONCIO D. EBREO III
JUNIOR ASSISTANT MANAGER

MARK ROLAND A. ISTURIS
JUNIOR ASSISTANT MANAGER

MB-II-I-33/Rev. May '08 (Item Code: 4402-005)

Kagawaran ng Ugnayang Panlabas | Department of Foreign Affairs

OFFICE OF LEGAL AFFAIRS

URGENT

MEMORANDUM FOR THE UNDERSECRETARY, OUA

CC : **BAC Secretariat**

FROM : **EDUARDO JOSE A. DE VEGA**
Assistant Secretary

SUBJECT : Agreement for the Procurement of Security Features for ePassport Personalization for FY 2014

DATE : 19 May 2014

With reference to the subject Agreement, which was received on even date, OLA finds the same in order and its Assistant Secretary has affixed his initials on the second page thereof.

Encl(s): a/s.

OLA/DIV 1/CAR 124/2014

DEPARTMENT OF FOREIGN AFFAIRS
Office of the Undersecretary for Administration
RECEIVED
7815-14
MAY 21 2014
By:
No: 8:55 AM

2330 Roxas Blvd., Pasay City, 1300 Philippines • Tel. No. 834-4000 • www.dfa.gov.ph

Kagawaran ng Ugnayang Pamlabas

Department of Foreign Affairs

OFFICE OF FISCAL MANAGEMENT

CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **THIRTY SIX MILLION PESOS ONLY (PhP36,000,000.00)** is available to cover payment for the 799 pieces of security inks (PhP15,000,000.00) and 3,024,000 security features (PhP21,000,000.00) for the personalization of Philippine e-Passports, chargeable against OCA's MOOE, subject to existing accounting and auditing rules and regulations.

Fund provided for the purpose is valid until 31 December 2014.

This certification is issued for whatever lawful purpose it may serve.

For the Assistant Secretary:

LYRE F. FULGENCIO
Acting Chief Accountant

20 February 2014

03-14-0062

2330 Roxas Blvd., Pasay City, 1300 Philippines • Tel. No. 834-4000 • www.dfa.gov.ph

Rec'd: 6 Mar 2014