

EMBASSY OF THE REPUBLIC OF THE PHILIPPINES フィリピン 共和国 大使館 TOKYO, JAPAN

## NOTICE OF AWARD

Date: 15 December 2021

Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Philippine Embassy in Tokyo, Japan, as contained in its Resolution No.2021-016 dated 15 December 2021, the Philippine Embassy in Tokyo is awarding to **Konica Minolta Japan, Inc.** the contract for the photocopying services based on the papers printed and toner consumed for eleven (11) photocopying machines, required by the Embassy in its daily operations from 01 January 2022 to 31 December 2022 for the total amount of **Four Million Two Hundred Thousand Japanese Yen (¥4,200,000.00)** only inclusive of taxes and other lawful charges, subject to the Department of Foreign Affairs' existing accounting and auditing requirements and subject to the signing of the Contract.

Very truly yours,

ROBESPIERRE L. BOLIVAR

Chargé d'Affaires, a.i Head of the Procuring Entity

Mr. Isamu Narushima Kanto Area Sales Division General Manager Konica Minolta Japan, Inc. Shibaura, Minato-ku Tokyo, Japan

1 | Page Notice of Award (BAC Resolution No. 2021-016; Photocopying Charges, Konica MinoltaJapan, Inc.)5-15-5 Roppongi, Minato-ku, Tokyo106-8537 Japan

Tel.no.(+81) 3-5562-1600 / Fax no.(+81) 3-5562-1603 http://tokyo.philembassy.net Konica Minolta MFP Service Agreement

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Konica Minolta Japan, Co. Ltd.

## Konica Minolta MFP Service Agreement

The USER, EMBASSY OF THE REPUBLIC OF PHILIPPINES TOKYO, JAPAN ("SERVICE") and the provider, Konica Minolta Japan Co., Ltd ("KMJ") hereby enter into this Konica Minolta MFP Service Agreement ("Agreement") to set forth the terms and conditions under which KMJ provides Konica Minolta's MFP (multi function peripherals) and its options to USER and USER rents them from KMJ.

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#### 1. (The Purpose of the Agreement)

The purpose of this Agreement is to set forth the terms and conditions regarding use of Goods (as defined in Article 2) from KMJ to provider.

## 2. (Service Machines and Place of Installation)

1. Konica Minolta branded MFP and its options to be used by KMJ to provider ("Goods") and related information such as product number shall be described in the column C of Exhibit attached hereto ("Exhibit").

2. The installation place of the Goods shall be described in the column B of Exhibit.

3. In the event there are multiple Goods, Exhibits shall be made separately for each Goods and attached hereto.

4. USER shall not sell, transfer, rent or lease any of the toner for the goods whose ownership belong to KMJ.

#### 3. (Fee Structure)

1. Fee structure regarding the use of the Goods shall be as follows:

i. Service Fees:

The monthly service fee for the Goods ("Monthly Usage Fee") shall be described in "Monthly Service Fee Structure" section of the column C of Exhibit.

ii. Copy Charge:

The copy fees using the Goods ("Monthly Copy Charge") shall be described in "Monthly Copy Charge Structure" section of the column D of Exhibit.

For the calculation of Monthly Copy Charge, USER will choose from two methods: (A) USER will buy copy kit as copy charge ("Copy Kit Method") or (B) Monthly Copy Charge shall be calculated based on the number of paper used ("Copy Charge Method").

iii. Usage Charge:

According to the method USER chose mentioned above, the usage charge for the use of the Goods ("Monthly Usage Charge") shall be as follows:

(a) In case USER chose Copy Kit Method:

The sum of Monthly Service Fee and the total price of copy kit (price of each copy kit is shown in the column D of Exhibit) USER purchased during the applicable month.

- (b) In case USER chose Copy Charge Method:
- The sum of Monthly Service Fee and the total price calculated based on the number of Monthly Copy Charge.

Notwithstanding the foregoing, in the event the deduction rate is specified, certain amount based on such deduction rate shall be deducted from the Monthly Copy Charge.

2. The installation fee of the Goods shall not be included in Monthly Usage Charge.

3. The sales tax shall not be included in Monthly Service Fee and Monthly Copy Charge.

### 4. (Payment Method)

1. KMJ shall calculate the Monthly Usage Charge on or before the invoice closing date shown in the column E of Exhibit, and shall send the invoice by the billing date shown in the column E of Exhibit.

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2. User shall pay to KMJ the sum of Monthly Usage Charge and taxes as required by law such as sales tax ("Taxes"), pursuant to the payment conditions shown in the column E of Exhibit.

## dinolta 5. (Term of Agreement)

1. The term of this Agreement shall be set forth in the column A of Exhibit.

2. Unless the termination notice is given by either party to the other party not less than one (1) month prior to the expiration date set forth in the column A of Exhibit or renewed term hereof, this Agreement shall be automatically renewed for period(s) of one (1) year each on the same terms and conditions contained herein.

Notwithstanding the foregoing, the renewed periods shall not exceed five (5) years from the commencing date of this Agreement set forth in the column A of Exhibit, and both parties will discuss and review the matters including, but not limited to, expected lifetime of Goods and charges, not less than one (1) month prior to the expiration date, for the renewal of this Agreement for the period(s) after five (5) years from such commencing date.

Provided, however, for the Goods deemed to be in bad condition and difficult to be maintained by KMJ shall not be excluded from the scope of such discussion and review, and continuous use of such Goods shall not be approved.

3. In the event both parties agreed to continuous use of Goods as a result of discussion pursuant to Article 5 (2) above, both parties shall enter into new service agreement regarding the Goods. Notwithstanding the foregoing, the term of such new service agreement shall not exceed seven (7) years after the commencing date of this Agreement set forth in the column A of Exhibit.

#### 6. (Installation, Transportation, Setting and Return of Goods)

USER shall bear the expense of (i) installation to the installation place of Goods, (ii) transportation after the installation and setting and (iii) return to KMJ from USER in the event of termination of this Agreement, including, but not limited to early termination and cancellation.

## 7. (Title of Goods)

1. The title of Goods shall remain in KMJ, and KMJ may place signs on the Goods claiming its property. USER shall not make any objection to the placing of such signs.

2. USER shall not use the Goods for any other purpose other than the purpose stated in this Agreement, and shall not remodel or disassemble the Goods.

3. USER shall not sell, sublease or divert the Goods to any third party or establish a security interest on the Goods. In the event of any third party's activities of infringement or threat of infringement of KMJ's title on the Goods, including, but not limited to attachment, provisional seizure and delinquent taxes or other matters, USER shall assert and prove the Goods belong to KMJ, and take any measures necessary to eliminate such activities. Furthermore, if such event occurs, USER shall notify such facts and follow KMJ's instructions.

#### 8. (Duty of Care)

USER shall use and manage the Goods with the due care of a prudent manager and follow the written instruction on the Goods or warning/notices posted on the Goods. In the event particular instructions regarding the use or management of the Goods are given to USER by KMJ, USER shall follow such instructions.

#### 9. (Maintenance of Goods)

1. Maintenance of the Goods shall be conducted by KMJ.

2. Notwithstanding the Article 9.1 above, KMJ may subcontract the maintenance operation to KMJ's agent ("Service Operation Store"), and USER agrees to any such subcontract in advance.

3. In the event of breakdown of the Goods, KMJ may charge USER for repair expenses of the Goods and Taxes, on condition that such breakdown is caused by the following;

i. carelessness or misuse by USER or by reasons attributable to USER

ii. fire, act of God, or similar disaster or force majeure.

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iii. remodeling, reassemble or repair and such conducted by other than KMJ or the Service Operation Store.

iv. the use of products or consumables not specified by KMJ or the Service Operation Store.

v. the transfer of Goods without prior permission of KMJ.

## 10. Adoption of CS Remote Care System

1. KMJ may obtain operation management data (hereafter called the "Manage-ment Data") of the Goods including, without limitation, copy counter figures, state of operation and existence of any hindrance to operation, by utilizing KMJ's remote diagnosis system for machines (hereafter called the "CS Remote Care System") and may thereby make proper quality control of the Goods, for the ultimate purpose of KMJ's conducting effective maintenance services of the Goods for the benefit of USER.

2. KMJ and its affiliated companies may use the Management Data for develop-ment of new products or improvement of quality of services for machines.

3. Connection of the CS Remote Care System with the Goods shall be made by utilizing USER's LAN in principle. Connection of the CS Remote Care System with the Goods may also be made by utilizing KMJ's terminal equipment for data management or by utilizing the fax line incorporated in the Goods or by other appropriate methods all in accordance with recommendation by KMJ taking into consideration the usage environment of the Goods. USER shall keep connecting the Goods with the CS Remote Care System and permit KMJ to continue to connect the CS Remote Care System with the Goods; thereby KMI's obtaining the Management Data, during the whole term of this Agreement.

4. In case the CS Remote Care System is connected with the Goods by uti-lizing KMJ's terminal equipment, KMJ shall loan such terminal equipment to USER. The ownership of such terminal equipment shall belong to KMJ and KMJ may affix the ownership marking on the terminal equipment. USER shall maintain the terminal equipment loaned by KMJ with due care as a prudent manager and shall not use the terminal equipment for any other machines than the Goods. In case this Agreement is expired or terminated earlier pursuant to Articles 13 or 14, USER shall immediately return the terminal equipment to KMJ.

5. In case it has turned out that the terminal equipment loaned by KMJ has defects, KMJ shall repair the terminal equipment or provide a substitute for the terminal equipment; provided, however, that in case the defects of the terminal equipment are due to cause attributable to USER, USER shall bear the costs for such repair or the substitute terminal equipment.

6. Even if USER has become unable to utilize the CS Remote Care System due to whatever cause, KMJ shall not be responsible for such non-use of the CS Remote Care System by USER.

### 11. (Notices)

1. USER shall notify KMJ in the following events:

i, change of USER's address, company name, trade name, representatives, or seals and such.

ii. merger, dissolution, increase or decrease in capital or remarkable change of USER's business content or there is a threat of such change.

2. In the event of accident regarding the Goods, USER shall immediate notify as such to KMJ, and USER shall

follow KMJ's instructions.

### 12. (Approval)

1: USER shall report to KMJ in writing and obtain prior approval of KMJ, when USER intends to do the following:

i. Modify this Agreement

ii. Change the installation place of the Goods

iii. Remodel the Goods or add an equipment or accessory to the Goods, or fixing the Goods to other goods

2. Any damage caused by USER's activity, stated in the Article 12.1 ii to iii, without prior consent of KMJ shall be beared by USER, and KMJ shall not be liable for any such damages.

### 13. (Early Termination)

1. USER may terminate this Agreement any time by giving three (3) month prior written notice and paying early termination fee

pursuant to Article 13.2 to KMJ.

In such case, this Agreement shall be deemed to be terminated as of the day three (3) months after the day of KMJ's recipient of such notice ("Early Termination Date").

USER may also terminate this Agreement for whatever reason within three (3) months after giving prior written notice to KMJ, on condition that USER shall pay early termination fee pursuant to Article 13.2, and such termination shall be treated as immediate termination.

2. Early termination fee ("Early Termination Fee") shall be as follows:

i. In case USER chose Copy Kit Method

Early termination rate (immediate termination rate, in case of immediate termination) shown in the column F of Exhibit multiplied by the total of standard fee shown in the column C of Exhibit ("Standard Fee").

ii. In case USER chose Copy Charge Method

Early termination rate (immediate termination rate, in case of immediate termination) multiplied by the sum of the minimum copy charge or basic copy charge shown in the column D of Exhibit and the total of Standard Fee.

3. USER shall pay the Early Termination Fee, in cash, to KMJ within one (1) month after KMJ has made the claim, and USER shall return the Goods to KMJ on the Early Termination Date.

4. In case there is a missing product, option or parts regarding the returned Goods, KMJ may claim USER for the amount specified by KMJ and Taxes thereto.

5. In the event there are multiple Goods, USER may cancel in whole or part of the Goods pursuant to Articles 13.1 through 13.4.

#### 14. (Termination)

1. USER shall be automatically deemed to be lost the benefit of time and shall pay its entire debt immediately in case any of the following events occurs;

i. USER gives Goods the unrepairable damage or loses the Goods, regardless of the cause.

ii. USER violates any of the terms and conditions of this Agreement and fails to remedy such violation within reasonable period after receipt of notice requiring it to be remedied.

iii. USER is ordered to cease or suspend to do business by governmental authorities.

iv. USER becomes insolvent or gets bank suspension, or USER's draft or cheque is dishonored.

v. USER's trust or financial resources decreases remarkably, or there is a significant change which may affect

USER's trust or financial resources.

vi. USER gets attachment, provisional seizure, claim of auction or delinquent taxes, or there is a claim of

commencement of bankruptcy, civil rehabilitation proceedings or corporate reorganization proceedings.

vii. There is a resolution for the dissolution or merger with companies other than USER's relating companies.

viii. USER fails to perform its obligations regarding Monthly Usage Charge and such, and keeps failing to

perform after a reasonable period demanding to perform.

ix. USER seriously undermines KMJ's trust by matters other than above.

2. In the event USER falls under any of the items stated in Article 14.1, KMJ is entitled to terminate the whole or part of this Agreement immediately without giving any notice to USER.

#### 15. (Late Payment Charge)

In the event USER fails to makes payment regarding this Agreement, KMJ may charge a late payment charge of 7.0% per annum on the amount of which payment is delayed, based on the number of days from the day following the due date for payment until the full payment date.

## 16. (Assignment)

USER shall not assign, make it accept to any third party or put in security any of the rights or obligations under this Agreement

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## 17. (Confidentiality)

Each party shall keep any and all technical or business information obtained from the other party relating to or under this Agreement ("Confidential Information") in confidence and shall not disclose or divulge to any third person without prior written approval of the other party, during the term of this Agreement and even after the expiration or termination hereof.

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Notwithstanding the foregoing, the following information shall not be deemed as Confidential Information:

i. which is already available to the public or in the possession of the receiving party at the time of disclosure

ii. which becomes available to the public without fault of the receiving party

iii. which is subsequently lawfully received by the receiving party from a third party without breaching any confidentiality obligation

iv. which is developed by the receiving party independently of and without reference to Confidential Information

#### 18. (Protection of Personal Information)

1. KMJ shall manage the personal information, possessed by USER, obtained in the course of performing this Agreement which consists of the name, the date of birth, other descriptions, number, symbol or other codes put on individuals, images or sounds, by which specific individual can be identified ("Personal Information") with the due care of a prudent manager.

KMJ shall not use for purposes other than performing this Agreement, disclose or divulge the Personal Information to any third person without prior written approval of USER.

2. KMJ shall take necessary measures to manage Personal Information properly, such as preventing unintended use, divulgation, loss or falsification.

3. In the event KMJ disposes Personal Information, KMJ shall cut or burn when the Personal Information is duplicated on paper, and shall erase the data or destruct media when the Personal Information is duplicated electronically.

## 19. (Limitation of Liability)

KMJ's liability regarding the Goods shall be limited to direct and ordinary damages, and to the aggregate amount of Monthly Usage Charge paid by USER to KMJ by the date which statement of claim occurred, regardless of the statement of claim.

#### 20. (Exclusion of Anti-Social Forces)

1. Each party warrants and represents that itself, its board members, employees, companies practically controlled by either party or either party participates in management, or its parent company or subsidiary has not been, is not, and will not be an organized crime group (boryokudan), organized crime group member, quasi organized crime member group, organized crime group-associated company, corporate extortionist (sokaiya), rogue person or group proclaiming itself as a social activist (shakai undo hyobo goro), organized special intellectual crime group (tokushu chinou boryoku shudan to), or any other persons considered to be analogous to any of the foregoing items ("Anti-Social Force"), and not having socially accusable relationship with Anti-Social Force.

2. In the event either party falls under any of the following items, the other party may terminate this Agreement without demand or other procedures. In such case, the terminated party is not entitled to claim for the losses due to the termination to the terminating party.

i. Either party violates the warranty and representation stated in Article 20.1.

ii. Either party demands the other party certain matters violently or makes unreasonable demand beyond legal

responsibilities.

iii. Either party takes threatening behavior or behaves violently.

iv. Either party damages the credit or obstructs the business of the other party by spreading false rumor or by the

use of fraudulent means.

v. Either party commits other acts equivalent to i. to iv above.

3. Both parties hereby confirm that in no way the performance of this Agreement encourages the Anti-Social Force's activity or

contributes the Anti-Social Force's management.

In case the performance of this Agreement is found to encourage the Anti-Social Force's activity or contributes the Anti-Social Force's management, either party may terminate this Agreement immediately. In such case, the terminated party is not entitled to claim for the losses due to the termination to the terminating party.

#### 21. (Consultation)

Any matter not stipulated in this Agreement, any doubt arising with respect to any provision of this Agreement or any modification to this Agreement shall be resolved separately upon mutual consultation between both parties.

### 22. (Jurisdiction)

The parties hereto agree to submit to the exclusive jurisdiction of the court having jurisdiction over the location of the head office of KMJ with respect to any dispute arising in connection with the performance or interpretation of any provisions of this Agreement. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate, each duplicate to be considered an original and each party to retain one duplicate.

USER:

5-15-5 Roppongi, Minato-ku, Tokyo 106-8537, Japan

Embassy of the Republic of the Philippines By: <u>5-15-5 Roppongi, Minato-ku</u>, Name Tokyo 106-8537 Japan Title: Date: **DEC** 1 5 2021

KMJ:

Konica Minolta Japan Co., Ltd. 1-1-1 Shibaura, Minato-ku, Tokyo 105-0023, Japan

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	allation of the		5-15-5 Roppongi, Minato HE REPUBLIC OF PHILIPPIN		TE	L	03 (	5562 )	1600	
Goods	5	CONSULAR SEC	TION	FA	Х	03 (	5562 )	1603		
		Model	Machine Number	Standard Fee	unt Amo	unt	Monthly	Service Fee		
MFP	bizhub 36	i8e	AA6V001001174	15, 600 ЈРУ		15,	600 JPY		0 J	
	PC-215			1, 700 JPY			700 JPY	0 ]		
	DF-629 FK-514			2,000 JPY 1,400 JPY			000 JPY		0 J	
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		TOTAL		20, 800 JPY		20,	800 JPY		0 Ji	
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r contract)	A		m of this reement	lst Januar	y, 2022	(commencing date)	$\sim$ 31s	t December, 2	022 (expi	ration d	ate)	(1 year	contract)
1600	в	Place	allation of the	〒 106-8537 5-15-5 Roppongi, Minato-ku, Tokyo EMBASSY OF THE REPUBLIC OF PHILIPPINES TOKYO, JAPAN					TEL	03	(	5562 )	1600
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·					Exhibit (	6 /	9 Page)					
ar contract)	A		n of this reement	lst Januar	y, 2022 (commencing date)	~ 31s	st December, 2	2022 (exp	iration	date)	(1 year	c contract)
				〒 106-8	537 5-15-5 Roppongi, Mina	ato-ku, Tok	уо					
1600	в		llation of the	EMBASSY C	F THE REPUBLIC OF PHILIP	PINES TOKYO	), JAPAN	TEI	. 0	3 (	5562 )	1600
1603		Goods		Communica	tion room			FAX	ζ Ο	3 (	5562 )	1603
y Service Fe	C			Model	Machine Number	Stan	dard Fee	Discou	int Amou	Int	Monthly	Service Fee
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	r i e c	S					JPY			JPY		JPY
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	F						JPY			JPY		JPY
	0	_					<u>ТРҮ</u>			IPY		<u>IPY</u>
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Exhibit ( 7 / 9 Page	)
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## Exhibit ( 9 / 9 Page)

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Page 1 of 2 Order Number 210006430300 Date: DEC 1 5 2021

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# **ORDER NOTE**

## (Selling Party: herein after called SELLER) **TO: KONICA MINOLTA JAPAN, INC.**

PLEASE ADVISE US WETHER YOU APPROVE. **BELOW LISTED ITEMS FOR ORDER.** 

PREFFERED DELIVERY DATE: TO BE DISCUSSED PURCHASER'S NAME: TO BE DISCUSSED PURCHASER ADDRESS: TO BE DISCUSSED

(Ordering party: herein after called

Address:

Embassy of the Republic of the Philippines 5-15-5 Roppongi, Minato-ku, Name of company:



Monthly Rental	
Fee(with Tax)	Rental Duration
0 yen	5 years

No.	Item Name	Quantity	Rental Contract Fee	Amount
1	bizhub C250i	2	0	
2	Refill Paper Cabinet PC 216(570 x 2) 8	2	0	0
3	Document Feeder DF-632	2	0	0
ЖОр	ening Priced Items does not include	Subtotal	0	
Basic	fee and discount amount	Consumpt	0	
7		Total	0	
		Delivery a	100,000	
		Consumpt		
		and Setup	10,000	
		Total	110,000	

Charge Fee	Bundle Cyc	le 1 month i	minimum o	charge (25	,000 yen)		
Full Color Co	ору	Mono chro	me	Black		Full Color Pr	int
No. of	Unit	No. of	Unit	No. of	Unit	No. of	
Sheets	Price	Sheets	Price	Sheets	Price	Sheets	Unit Price
1 - 1,000	40yen	1 - 1,000	25yen	1 -	6yen	1 - 1,000	35yen
1,001 -						1,001 -	
3,000	35yen	1,001 -	20yen			3,000	30yen
3,001 -	30yen					3,001 -	25yen

**Unofficial Translation by Masami Nasu** 

Person In charge:

PURCHASER)

Page 2 of 2 Order Number 210006430300 Date: DEC 1 5 2021

# **ORDER NOTE**

## <REMARKS>

The Maintenance Fee includes, imaging unit rent fee, Toner Fee, and cost needed for parts adjustment or replacement. The delivery and setup fee includes cost for print install driver for 1 computer and output test. The minimum fee is equivalent to per computer.

**Unofficial Translation by Masami Nasu** 

# [Transaction Agreement]

- A) In this Agreement, SELLER must sell out to PURCHASER order items and PURCHASER will purchase. Yet, if lease contract, SELLER shall sell out the ordered items to the written lease company and PURCHASER shall receive the rent from the lease company.
- B) SELLER must assure the quality of the ordered item as per determined by SELLER. If SELLER issued a warranty paper for the ordered items to PURCHASER, must assure the quality of the ordered items as within range of scope in said warranty paper.
- C) Even within warranty range of scope, if PURCHASER used a third party without permission for repairs, SELLER cannot demand for the cost fee of the repair
- D) If all or part of the ordered item is a software application or purchase from another company, the quality warranty of said appliances
- If the contract regards the maintenance of the ordered items (charge system memorandum etc.) has been concluded, within the written range of scope of the said contract, SELLER must provide maintenance service to PURCHASER of the ordered items.
- F) If the reason for defect of the ordered items is one of the below numbered, the said defect will be not covered by the warranty from SELLER. In this case, if SELLER did the repair of said items as per request of PURCHASER, SELLER can ask for payment of repair fee to PURCHASER separately.

①If there is any misuse, carelessness in handling the item which caused by PURCHASER. ② Earthquake, Fire and Other Natural Disasters. ③ War, Terrorist Attack, Infectious Disease epidemic, or any occurrence of force majeure. ④If there is a repair, remodeling or disassemble of the ordered item by technical assistant that is not SELLER's technical assistant or not from service center designated by SELLER.⑤Use component parts or consumables that are not designated by SELLER.⑥Changing the placement of ordered item without informing the SELLER.⑦Other reasons that doesn't attribute to SELLER

- G) Regarding the Ownership right of ordered item delivered by SELLER to PURCHASER, the ownership will be transferred from SELLER to PURCHASER once PURCHASER fully paid the total amount mentioned in front page by deadline mentioned on the payment method. However, If lease contract, the ownership right of the ordered item is in the lease company.
- H) Regarding ordered item, if any case SELLER must compensate for damages to PURCHASER, the range of SELLER's responsibility, regardless of the reason for the claim, setting the

**Unofficial Translation by Masami Nasu** 

unit price of the ordered item which is the direct reason of compensation occurrence as highest limit, will be limited as direct and normal compensation to PURCHASER.

I) Each party must warrant and represent that itself, its board members, employees, companies practically controlled by either party or either party participates in management, or its parent company or subsidiary has not been, is not, and will not be an organized crime group(boryokudan), organized crime group member, quasi organized crime group member, organized crime group-associated company, corporate extortionist, rogue person or group proclaiming itself as a social activist, organized special intellectual crime group, or any other person and group considered to be analogous to any of the foregoing items, and not having socially accusable relationship with Anti-social force.

In the event either party fall under any of the following items, the other party may terminate the order without demand or other procedures. In such case, the terminated party is not entitled to claim for the losses due to the termination to the terminating party.

① Either party violated above warranty and representation.②Either party demands the other party certain matters violently or makes unreasonable demand which beyond the legal liabilities.③Either party takes threatening behavior or behave violently.④Either party damages the credit or obstructs the business of the other party by spreading false rumor or by the use of fraudulent means.⑤Either party commits other acts equivalent to above ①to④. Application for Installation and setup for CES Multi-function Printer (During delivery)

Multi–Func	tion printer install	lment service					
confirm check	Service Name	Service Content	Basic Fee	Requested Quantity	Total amount		
	(1)Konica Minolta	Installation and setup of printer driver provided by Konica Minolta,	🗆 1st Unit 1 unit		0 yen		
	provided Printer Driver Setup	Alsorun test(Connect to LAN/USB) ※1	□2nd unit onwards 2,000 yen per unit	0 unit			
		Xif setup 5 more units, the installation support package will be more cheaper					
			🗆 1st Unit	1 unit	0 yen		
	(4) Scanner Setup		□2nd unit onwards 2,000 yen per unit	0 unit			
		Xif setup 5 more units, the installation	support package will l	be more cheap	ber		

 $\gg 1$  : The number of units represents the PC number of units

 $\Box$  Confirming that Setup and work time must follow the normal business time. Overtime work is optional (Another Fee)

 $\Box$  Confirming application for setup and register and above billing amount and terms of service for CES(Customer Engineer Service)

Application Date	DEC 1 5 2021	Date of plan work schedule	
Customer Name(or company Name)		Person In charge	
Name of Division			

Konica Minolta Japan Inc.

As of November 1, 2020

# 注 文 書

1/ 2 発注№. 210006430300 年月日 DEC 1 5 2021

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(受注者:乙)

コニカミノルタジャパン株式会社	御中
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以下の記載事項を承諾のうえ 注文致しますので、諾否をお知らせください。

納品希望日	回答が行くため」
和阳伯至口	別途お打合せの上
納品先名称	別途お打合せの上
納入先住所	別途お打合せの上
	別途お打合せの上
支払条件	別途お打合せの上

(注文者:甲)

住所 Embassy of the Republic of the Philippines 5-15-5 Roppongi, Minato-ku, A Barbaran 会社名

Tokyo 106-8537 Japan

納入先住所	別途お打合せの上	
	別途お打合せの上	
支払条件	別途お打合せの上	

担当者 SHIELA MARIE D. DE JESUS-TABO

月額レンタル料金(税込)	レンタル期間
0円	5年

No.	品目名	数量	レンタル 契約料金	金額(単位:円)
1	bizhub C250i	2	0	0
A	給紙キャビネットPC216(570×2)8	2	0	0
6 1	自動原稿送り装置 DF-632	2	0	0
4	以下余白			
5				
6				
7				
8				
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10				
※才-	-プン価格品は標準価格計および値引額には含まれておりません。	小計		0
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		合計		0
		搬入設置料		100,000
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		合計(搬入設備)	置料を含む)	110,000

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<備考>

■特記事項は別紙をご参照ください。

2/2 発注Na 210006430300 年月日 DEC 152021

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<備考>

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保守料金には、イメージングユニットの貸与料、トナー代、部品の交換・調整に必要な費用が含まれています。 搬入設置料には、パソコン1台へのプリンタードライバーインストール・出力テストの費用が含まれています。 最低料金は1台ごととなります。

## 【取引約款】

- イ)本約款に基づき、乙は発注商品(SEサービスの場合、乙が別途SEサービス明細表に定めるサービス)を甲に売渡し、甲はこれを買い受ける。 なお、リースの場合、乙は発注商品を表面に記載するリース会社に売り渡し、甲はこれをリース会社より借り受ける。
- ロ) 乙は、別途乙の定めるところに従い発注商品の品質を保証する。また、乙は発注商品の保証書を甲に交付した場合、当該保証書に記載した 範囲内で発注商品の品質を保証する。
- ハ)品質保証の範囲内であっても、甲が乙に無断で第三者に修理等させたときは保証の対象外とし、乙に対し当該修理等に要した費用を請求 できない。
- 二)発注商品の全部又は一部がソフトウェア製品又は他社からの仕入品である場合、当該製品の品質保証は、当該製品のライセンス契約等 その他の規定に基づく当該製品の制作会社の保証条件による。
- ホ)発注商品の保守に関する契約(チャージシステム覚書等)が締結されているときは、当該契約に記載した範囲内で、乙は発注商品の保守サービスを甲に提供する。
- ヘ)発注商品の瑕疵が、以下の各号の一つに起因する場合、当該瑕疵は乙による保証の対象外とする。この場合、乙が甲からの要請に応じて 当該瑕疵を修理したときは、別途修理料金を甲に請求できる。 ①取扱上の不注意及び誤使用等その他甲の責めに帰すべき事由。②地震、火災その他天災地変。③戦争、テロ、伝染病の流行その他不可抗力。 ④乙の技術員又は乙の指定するサービス実施店の技術員以外の者による発注商品の改造、分解、修理。⑤乙が指定する部品又は消耗品以外の使用。 ⑥乙に無断での発注商品の設置場所の変更。⑦その他乙の責めに帰さない事由。
- ト) 乙が甲に納品する発注商品の所有権は、表面に記載する支払条件の期日に甲が表面記載の合計金額を完済(手形払の場合は手形の決済)した時に 乙から甲に移転する。なお、リースの場合は、発注商品の所有権はリース会社に存する。
- チ)発注商品について、乙が甲にその損害を賠償することとなる場合の乙の責任の範囲は、請求原因の如何を問わず、損害発生の直接的原因となった 発注商品の単価を上限として、甲の直接かつ通常の損害に限られる。
- リ)甲及び乙は、過去及び現在、並びに将来にわたっても、自己、自己の役員及び従業員、実質的に自己の経営を支配し又は自己の経営に関与する者 並びに自己の親会社及び子会社が、暴力団、暴力団員、暴力団準構成員、暴力団関係企業、総会屋、社会運動標ぼうゴロ、特殊如能暴力集団等、 その他これらに準ずる者(以下総称して、反社会的勢力という)に該当しないこと、並びに反社会的勢力と社会的に非難されるべき関係を有しないことを 表明し、保証する。 また、甲及び乙は、相手方が次の各号の一つにでも該当した場合、催告その他の手続きを要せず直ちに本注文書にかかわる取引(以下、取引という) の全部又は一部を解除できる。この場合、当該相手方は、取引が解除されたことにより被った損害の賠償を取引を解除した当事者に請求することは ①上記の表明、保証に進反したとき。②暴力的な要求行為又は法的な責任を超えた不当な要求行為をしたとき。 ③取引に関して脅迫的な言動をし、又は暴力を用いたとき。④風説を流布し、偽計、威力を用いて甲もしくは乙の信用を毀損し、 またはその業務を妨害したとき。⑤その他前各号に準ずる行為をしたとき。

以上

# CES 複合機導入の設定作業申込書(納品時用) 複合機導入サービス ● 搬入・設置/設定サービス

12 	サービス名	サービス内容	標準価格	申込作業数量	合計
	(1) コニカミノルタ提供 コニカミノルタが提供するプリンタードライ バーインストールと設定及び動作確認		図 1台目 ¥0	1台	¥ 0
✓ プリンタードライバー設定 CD:99331038		(LAN/USB接続) ※1	□2台目以降 ¥2,000/台	台	¥
1		*5台を超える設定作業の場合は導入支援バックがお得となりま	€đ.		
<ul> <li>(2) DPU作成代行サービス</li> <li>CD:99331041</li> </ul>		お客様の代わりにDPU(ドライバーズパッケー ジユーティリティ)を作成します *2	¥1,500/P	パッケージ	¥
		*ダブルクリックですぐにプリント出力が利用可能なパッケージ	ল্ব		
	(3) DPUインストール代行 サービス CD:99331042	お客様の代わりにDPUを使ったプリンタードラ イバーインストールを実施(サーバー及びクラ イアント展開対応) *4	¥1,500/台	台	¥
	1-		□1告目¥0	1台	¥ 0
	(4) スキャナー設定 CD:99331037	スキャナー設定及び動作確認 ※1	□2台目以降 ¥2,500/台	台	¥
	A rest of the second state of the process of the second state of t	*5台を超える設定作業の場合は導入支援ハックがお得となりま	<b>व</b>		
(5) FAX宛先登録サービス 〇 (手入力)		<ul> <li>・ 複合機に宛先登録を手入力する場合</li> <li>・ 宛先情報を電子データに加工する場合</li> </ul>	¥100/件	件	¥
	CD:99331091	*予め宛先登録リストをご提示頂く必要があります。	d		1
	(6) FAX宛先・本体認証 登録料 (登録ツール利用)	お客様に代わり登録ツールを利用しFAX宛先・本体認証登録実施 ※3	¥3,000/台	台	¥
CD:99331092		※予め宛先登録リストを電子データでご準備頂く必要が			
	(7) bizhub SECURE設定 CD:9960020512	bizhubシリーズのSSDまたはHDDやストレー ジに格納されているスキャンデータや印刷デー タのセキュリティーを強化します。 (詳細はパンフレット参照)	¥25,000/台	台	¥
]	(8) bizhub SECURE PLATINUM 設定 CD:9960020511	(7) bizhub SECUREのの設定に加え、ご使用 の複合機の高度なネットワークセキュリティー 設定を行うサービス。 (詳細はパンフレット参照)	¥35,000/台	台	¥
	(9)設置支援バック (パッケージサービス) CD:9960020808	複合機の設置時におけるプリンタードライバー &スキャン設定等を、パッケージ化しました。 (詳しくはパンフレット参照) *2	¥18,000/P	パッケージ	¥
	(10) 設置支援追加パック (パッケージサービス) CD:9960020809	(8) 設置支援バックの追加パッケージとなります。PC5台換算で1パックとし最大4パックまで 購入が可能です。(詳しくはパンフレット参照)	¥10,000/P	パッケージ	¥
	(11) タッチセーフティ スポットプラン CD:TSSPP01	複合機の操作パネルや給紙部の取手など15カ 所に抗菌コーティングを塗布します。 (詳しくはパンフレット参照) *5	¥20,000/台	MFP 台	¥
	(12) タッチセーフティ 年間継続プラン(月額) CD:TAPAY01	複合機の操作パネルや給紙部の取手など15カ 所に抗菌コーティングを塗布します。 (詳しくはパンフレット参照)	¥1,800/月/台	MFP 台	¥
	(13)保守オプション選択 (詳しくはパンフレット参照)		5日保守 □: E期点検(□定期	24時間電話受付	 聖都度対)

\*\*3: FAXの場合後日報の日報を取ります。 \*\*4: PC1台につき、DPU3個までのインストール料金となります。 (例) PC1台目でDPUを5個インストールした場合、¥1,500×2 =¥3,000 \*\*5: タッチセーフティスポットプランは、別途訪問費用10,000円が掛かります。(年間総続プランの場合は月々料金に含みます)

□●設定、登録作業時間は弊社営業時間に準じます。営業時間外はオプション(別途追加)です。

D. An Mr. (1993) -

			得意先コード (役務売上先と異なる場合)
申込日	Embassy ff the Reflublic of the Phil 传费录写	確認の上、影	定、登録作業を申込みます。
お客様名 (会社名) 部署名	5-15-5 Roppongi, Minato-ku, Tokyo 106-8537 Japan	ご担当者 署名	SHIELA MARIE D. DEJESUS-TAB
×		カミノ	ルタ ジャパン株式会社 2020年 11月 1日現在



EMBASSY OF THE REPUBLIC OF THE PHILIPPINES フィリピン 共和国 大使館 TOKYO, JAPAN

## NOTICE TO PROCEED

Date: 16 December 2021

Sir:

Please be informed that pursuant to the Notice of Award dated 15 December 2021 issued by the Philippine Embassy in Tokyo, **Konica Minolta Japan, Inc.** is hereby given this **Notice to Proceed** for the contract for the photocopying services based on the papers printed and toner consumed for eleven (11) photocopying machines, required by the Embassy in its daily operations from 01 January 2022 to 31 December 2022 for the total amount of **Four Million Two Hundred Thousand Japanese Yen (¥4,200,000.00)** only inclusive of taxes and other lawful charges.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the "Government Procurement Act of 2003."

Very truly yours,

Chargé d'Affaires, a.i Head of the Procuring Entity

Mr. Isamu Narushima Kanto Area Sales Division General Manager Konica Minolta Japan, Inc. Shibaura, Minato-ku Tokyo, Japan

1| Page Notice to Proceed (BAC Resolution No. 2021-016; Photocopying Charges, Konica Minolta Japan, Inc.) 5-15-5 Roppongi, Minato-ku, Tokyo 106-8537 Japan Tel.no.(+81) 3-5562-1600 / Fax no.(+81) 3-5562-1603

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