



Republic of the Philippines
Supreme Court
 Manila



[Signature]
 ELLIANNE E. ULGADO

Witness (Supreme Court)

SC-BAC-GS CONTRACT NO. 2019 - 14

CONTRACT FOR THE SUPPLY AND DELIVERY OF HP CF280XC TONER CARTRIDGES FOR ISSUANCE TO THE LOWER COURTS

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this 29th day of October 2019 in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by **HON. JOSE MIDAS P. MARQUEZ**, in his capacity as the Court Administrator of the Supreme Court of the Philippines, hereinafter referred to as the "**COURT**;"

-and-

INTEGRATED COMPUTER SYSTEMS, INC., a business firm organized and existing in accordance with Philippine laws, with principal business address at 3/F Limketkai Bldg., Ortigas Avenue, San Juan City, Metro Manila, and represented by **MS. JAMINE C. MARTIN**, in her capacity as the Authorized Representative, of **INTEGRATED COMPUTER SYSTEMS, INC.**, hereinafter referred to as the "**SUPPLIER**."

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on July 8, 2019 an Invitation to Bid for the *Procurement of HP CF280XC Toner Cartridges for Issuance to the Lower Courts*. The Invitation to Bid was posted on the PhilGEPS, the Supreme Court Website, and the Supreme Court Bulletin Boards within the **COURT'S** premises;

WHEREAS, the **SUPPLIER** won in the public bidding conducted by the **COURT** on July 29, 2019 and was recommended by the SC-BAC-GS, in its Memorandum dated September 10, 2019, to be awarded the contract for the *Supply and Delivery of HP CF280XC Toner Cartridges for Issuance to the Lower Courts*, which recommendation was approved by the Court *en banc*

[Signature]
 JOSE MIDAS P. MARQUEZ

Supreme Court

[Signature]
 PAULINE L. BRIONES

(Witness) Integrated Computer Systems, Inc.

[Signature]
 JAMINE C. MARTIN

Integrated Computer Systems, Inc.



through its Resolution dated September 17, 2019 in A.M. No. 19-04-10-SC
(*Re: Procurement of Toner Cartridges for Issuance to the Lower Courts*);

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SUPPLIER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER**;
- 1.1.2 Schedule of Requirements;
- 1.1.3 Technical Specifications or Terms of Reference (TOR);
- 1.1.4 General and Special Conditions of the Contract;
- 1.1.5 Supplemental Bid Bulletins, if any;
- 1.1.6 Notification of Award.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

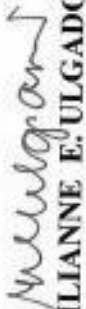
1.3 INCIDENTAL ITEMS. This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

ARTICLE II EFFECTIVITY AND TERM OF SERVICE


2.1 EFFECTIVITY DATE. This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

2.2 DELIVERY DATE. The **SUPPLIER** shall within forty-five (45) calendar days from the issuance of the purchase order, complete its stocks in a warehouse located in the National Capital Judicial Region for inspection and from completion of inspection, complete supply and delivery of the items shall be made to the Supreme Court or PhilPost within fifteen (15) calendar days.


2.3 CONTRACT PRICE. For and in consideration of the full and satisfactory delivery of the goods by the **SUPPLIER** and the acceptance


JULIANNE E. ULGADO

Witness (Supreme Court)


JOSE MIDAS P. MARQUEZ

Supreme Court


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(Witness) Integrated Computer
Systems Inc.


JAMINE C. MARTIN

Integrated Computer Systems, Inc.



thereof by the COURT, the COURT shall pay the agreed contract price of **TWENTY NINE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED TWENTY PESOS (P29,795,520.00)**.

**ARTICLE III
REPRESENTATIONS/WARRANTIES**

- 3.1 **PERFORMANCE WARRANTY.** The **SUPPLIER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 3.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** agrees to guarantee the goods against defects three (3) months after acceptance by the Procuring Entity of the delivered goods or after the Goods are consumed, whichever is earlier. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement at no expense to the **COURT**.
- 3.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money; or (2) a special bank guarantee, equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

**ARTICLE IV
PERFORMANCE SECURITY**

- 4.1 **AMOUNT AND FORM.** The **SUPPLIER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on

Jillianne E. Ulgado
JILLIANNE E. ULGADO

Witness (Supreme Court)

Jose Midas P. Marquez
JOSE MIDAS P. MARQUEZ

Supreme Court

Pauline V. Briones
PAULINE V. BRIONES

(Witness) Integrated Computer Systems Inc.

Jamine C. Martin
JAMINE C. MARTIN

Integrated Computer Systems, Inc.



demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.

4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.

4.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

**ARTICLE V
TERMINATION OF CONTRACT**

5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract for just cause to determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.

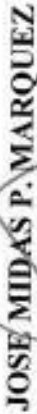
5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.

5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of


LILIANNE E. ULGADO

Witness (Supreme Court)


JOSE MIDAS P. MARQUEZ

Supreme Court


PAULINE L. BRIDNES

(Witness) Integrated Computer Systems Inc


JAMINE C. MARTIN

Integrated Computer Systems, Inc.



any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

**ARTICLE VI
VENUE OF ACTIONS**

6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

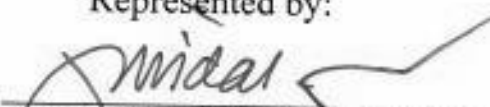
IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

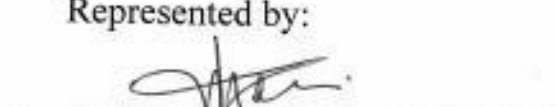
**INTEGRATED COMPUTER
SYSTEMS, INC.
(SUPPLIER)**

Represented by:

Represented by:



JOSE MIDAS P. MARQUEZ

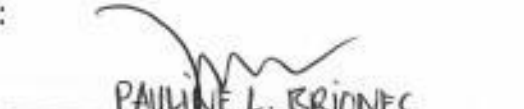


JAMINE C. MARTIN

SIGNED IN THE PRESENCE OF:



LHIANNE E. ULGADO



PAULINE L. BRIONES
(Witness of Supplier)





ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.


BEFORE ME personally appeared:

- 1) **HON. JOSE MIDAS P. MARQUEZ** with Supreme Court Identification Card No. 60037000; and
- 2) **MS. JAMINE C. MARTIN** with ID No. N01-04-267235

known to me to be the same persons who executed the foregoing Contract for the *Supply and Delivery of HP CF280XC Toner Cartridges for Issuance to the Lower Courts* and they acknowledged to me that the same is their free and voluntary act and deed.


I certify that the foregoing instrument, consisting of six (6) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 8th day of October, 2019 at the City of Manila, Philippines.


MARIA CARINA M. CUNANAN
Deputy Clerk of Court
and Chief Administrative Officer
Supreme Court


LILLIANNE E. ULGADO

Witness (Supreme Court)


JOSE MIDAS P. MARQUEZ

Supreme Court

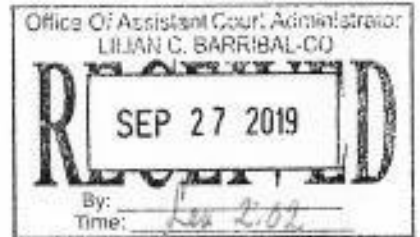

PAULINE L. BRIJONES

(Witness) Integrated Computer Systems Inc.


JAMINE C. MARTIN

Integrated Computer Systems, Inc.





Republic of the Philippines
Supreme Court
Manila

EN BANC

NOTICE

Sirs/Mesdames:

Please take notice that the Court en banc issued a Resolution dated SEPTEMBER 17, 2019, which reads as follows:

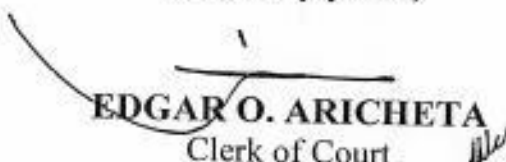
"A.M. No. 19-04-10-SC (Re: Procurement of Toner Cartridges for Issuance to the Lower Courts).- The Court Resolved, upon the recommendation of the Bids and Awards Committee for Goods and Services, to

(a) **AWARD** to **Integrated Computer Systems, Inc.** the contract for the supply and delivery of HP CF280XC Toner Cartridges for issuance to the lower courts in the amount of Twenty-Nine Million Seven Hundred Ninety-Five Thousand Five Hundred Twenty Pesos (P29,795,520.00), inclusive of taxes;

(b) **AWARD** to **Columbia Technologies, Inc.** the contract for the supply and delivery of Brother TN-2380 Toner Cartridges for issuance to the lower courts in the amount of Twenty Million Two Hundred Fifty Thousand Pesos (P20,250,000.00), inclusive of taxes; and

(c) **AUTHORIZE** Court Administrator Jose Midas P. Marquez to **SIGN** the contracts with the winning bidders." Bersamin, C.J. and Gesmundo, J., on official business. (adv27)

Very truly yours,


EDGAR O. ARICHETA
Clerk of Court

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE

NON-PROFESSIONAL DRIVER'S LICENSE






Last Name, First Name, Middle Name
MARTIN, JAMINE CORDERO

Nationality Sex Date of Birth Weight (kg) Height(m)
PHIL F 1980/07/15 58 1.50

Address
44 APPLE CPD STD NIÑO ST ANTIPOLO RIZAL

License No. Expiration Date Agency Code
NO1-04-267235 2024/07/15 NO1

Blood Type Eye Color
B+ BLACK

Restrictions Conditions
1,2 NONE

Signature of Licensee


EDGAR SALVANTE
Training Secretary

RESTRICTIONS

1. MOTORCYCLES/MOTORISED TRICYCLES
2. VEHICLE UP TO 4500 KG G V W
3. VEHICLE ABOVE 4500 KG G V W
4. AUTOMATIC CLUTCH UP TO 4500 G V W
5. AUTOMATIC CLUTCH ABOVE 4500 G V W
6. ARTICULATED VEHICLE 1500 KG G V W AND BELOW
7. ARTICULATED VEHICLE 3000 UP TO 4500 G V W
8. ARTICULATED VEHICLE 4500 & ABOVE G V W

CONDITIONS

- A. WEAR EYEGLASSES
- B. DRIVE ONLY W/ SPECIAL GPT FOR UPPER LIMBS
- C. DRIVE ONLY W/ SPECIAL GPT FOR LOWER LIMBS
- D. DAYLIGHT DRIVING ONLY
- E. ACCOMPANIED BY A PERSON W/ NORMAL HEARING



Serial Number
119608537

ORIGAN DONATIONS
 I WILL DONATE ANY ORGANA

IN CASE OF EMERGENCY NOTIFY:
 NAME: OLIVERA MARION
 ADDRESS: APPLE CPD STD NIÑO ST ANTIPOLO CITY
 TEL. NO.: 8772487



Jamine Cordero