



Republic of the Philippines
Supreme Court
Manila

SC-BAC-GS CONTRACT NO. 2019 - 10

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
OFFICE SUPPLIES FOR THE OFFICIAL USE OF THE
LOWER COURTS**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this 4th day of September 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-

DVK PHILIPPINES ENTERPRISES, a business firm organized and existing in accordance with Philippine laws, with principal business address at 11 Capt. M. Tanyag Street, Ligid-Tipas, Taguig City, and represented by **MS. JASMIN S. DEE**, in her capacity as the Marketing Manager of **DVK PHILIPPINES ENTERPRISES**, hereinafter referred to as the "**SUPPLIER**".

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on May 20, 2019 an Invitation to Bid for the *Procurement of Office Supplies for the Official Use of 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 June 13, 2019 and was recommended by the SC-BAC-GS, in its Memorandum dated July 16, 2019, to be awarded the contract for the supply and delivery of Office Supplies for the Official Use of the Lower Courts, which recommendation was approved by the Court *En Banc* through its Resolution dated July 23, 2019 in A.M. No. 18-07-12-SC

Graciano
Ricard Barredo
07-13-2019

Milianne E. Ulgado
MILIANNE E. ULGADO

Witness (Supreme Court)

Jose Midas P. Marquez
JOSE MIDAS P. MARQUEZ

Supreme Court

Web
Witness (DVK Philippines Enterprises)

Jasmin S. Dee
JASMIN S. DEE

DVK Philippines Enterprises



(Re: the Procurement of Office Supplies for the Official Use of 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;
- 1.1.4 Terms of Reference (TOR);
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 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 the period of thirty (30) calendar days from the issuance of the purchase order, complete its stocks in a warehouse within the National Capital Judicial Region for inspection and from completion of inspection, complete supply, packaging and delivery of the office supplies shall be made to the lower courts in the National Capital Judicial Region within thirty (30) calendar

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WILIANNE E. ULGADO

Witness (Supreme Court)

JOSE MIDAS P. MARQUEZ

Supreme Court

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Witness (DVK Philippines Enterprises)

Jasmin S. Dee
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DVK Philippines Enterprises



days and to the courts outside the National Capital Judicial Region within sixty (60) 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 thereof by the **COURT**, the **COURT** shall pay the agreed contract price of **TEN MILLION SEVEN HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS & 75/100 (P10,788,888.75) ONLY.**

**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 from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs 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 in the amount equivalent to one percent (1%) of every progress payment; 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:

Lilianne E. Ulgado
LILIANNE E. ULGADO

Witness (Supreme Court)

Jose Midas P. Marquez
JOSE MIDAS P. MARQUEZ

Supreme Court

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Witness (DVK Philippines Enterprises)

Jasmin S. Dee
JASMIN S. DEE

DVK Philippines Enterprises



J. Ulgado
JILIANNE E. ULGADO

Witness (Supreme Court)

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 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,

JOSE MIDAS P. MARQUEZ

Supreme Court

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Witness (DVK Philippines Enterprises)

J. Dee
JASMIN S. DEE

DVK Philippines Enterprises



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

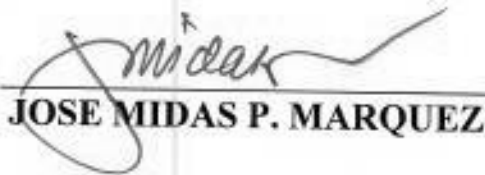
ARTICLE VI VENUE OF ACTIONS

- 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.

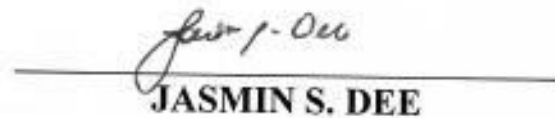
**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

Represented by:

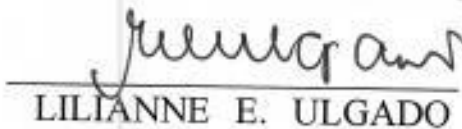

JOSE MIDAS P. MARQUEZ

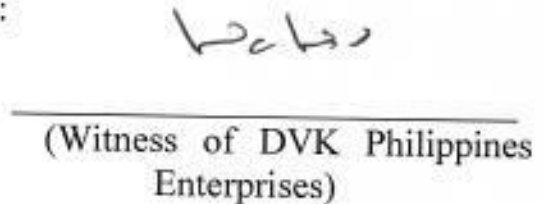
**DVK PHILIPPINES
ENTERPRISES
(SUPPLIER)**

Represented by:


JASMIN S. DEE

SIGNED IN THE PRESENCE OF:


LILIANNE E. ULGADO


(Witness of DVK Philippines
Enterprises)



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. JASMIN S. DEE** with ID No. LTO N19-80-020916

known to me to be the same persons who executed the foregoing Contract for the *Supply and Delivery of Office Supplies for the Official Use of 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 4th day of September, 2019 at the City of Manila, Philippines.


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


MILIANNE E. ULGADO

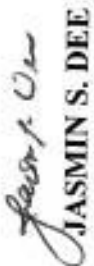
Witness (Supreme Court)

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