



Republic of the Philippines
Supreme Court
Manila

SC-BAC-GS CONTRACT NO. 2020 - 01

**CONTRACT FOR THE EMERGENCY PROCUREMENT FOR THE
FIRE SUPPRESSION SYSTEM, UNINTERRUPTIBLE POWER
SUPPLY (UPS) AND PRECISION AIR CONDITIONING UNIT
(PACU) FOR THE JUDICIARY DATA CENTER (JDC)**

KNOW ALL MEN BY THESE PRESENTS:

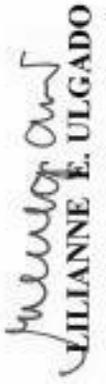
This agreement entered into and executed this 29th day of January 2020 in the City of Manila by and between:

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 **ATTY. EDGAR O. ARICHETA**, in his capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT;"**

-and-

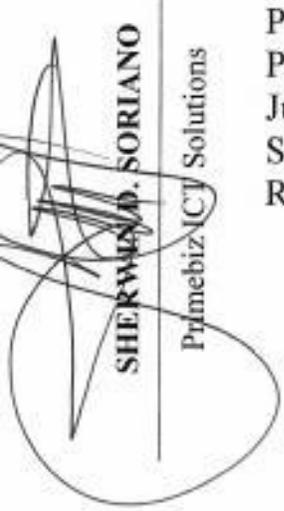
PRIMEBIZ ICT SOLUTIONS, a business firm organized and existing in accordance with Philippine laws, with principal business address at 2/F Deleste Bldg., Juan dela Cruz St., Davao City, and represented by **MR. SHERWIN D. SORIANO**, in his capacity as the Authorized Representative, of **PRIMEBIZ ICT SOLUTIONS**, hereinafter referred to as the **"SUPPLIER/SERVICE PROVIDER."**

WHEREAS, Chief Justice Lucas P. Bersamin approved on September 4, 2019 the Memorandum dated August 30, 2019 of Mr. Jovito M. Salonga, SC Chief Judicial Staff Officer, MISO-SPPED for the Emergency Procurement for the Repair of Fire Suppression System, Uninterruptible Power Supply (UPS) and Precision Air Conditioning Unit (PACU) for the Judiciary Data Center (JDC), pursuant to Section 53 (b) of R.A. No. 9184 and Section 53 (2) of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184;


JILLIANNE E. ULGADO
Witness (Supreme Court)


EDGAR O. ARICHETA
Supreme Court


(Witness) Primebiz ICT Solutions


SHERWIN D. SORIANO
Primebiz ICT Solutions



WHEREAS, pursuant to the approved memorandum and upon preparation of the appropriate procurement documents, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) commenced the negotiation procedures for the emergency procurement;

WHEREAS, after the negotiation conducted by the SC-BAC-GS and the representatives of the end-users on October 8, 2019 and after the submission of the complete requirements on November 6, 2019, the **SUPPLIER/SERVICE PROVIDER** was found to possess the technical, legal and financial capability to deliver the goods, execute the works and perform the services to address the emergency;

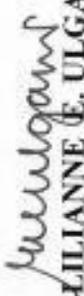
WHEREAS, the **SUPPLIER/SERVICE PROVIDER** was recommended by the SC-BAC-GS, in its Memorandum dated November 7, 2019, to be awarded the contract for the *Emergency Procurement for the Fire Suppression System, Uninterruptible Power Supply (UPS) and Precision Air Conditioning Unit (PACU) for the Judiciary Data Center (JDC)*, which recommendation was approved by the Court *en banc* through its Resolution dated December 10, 2019 in A.M. No. 19-11-10-SC (*Re: Award of the Contract for the Emergency Procurement for the Repair of Fire Suppression System, Uninterruptible Power Supply and Precision Air Conditioning Unit for the Judiciary Data Center*);

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

**ARTICLE I
CONTRACT DOCUMENTS**

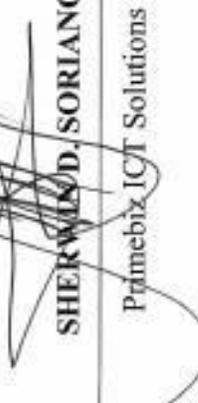
1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER/SERVICE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

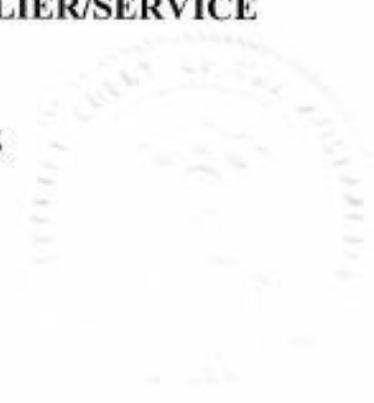
- 1.1.1 Proposal and Price Schedule as indicated in the Request for Quotation submitted by the **SUPPLIER/SERVICE PROVIDER**;
- 1.1.2 Schedule of Requirements;
- 1.1.3 Supplemental Bid Bulletins, if any;
- 1.1.4 Notification of Award.


JULIANNE E. ULGADO
Witness (Supreme Court)


EDGAR O. ARICHETA
Supreme Court


Witness
Primebiz ICT Solutions


SHERWIN D. SORIANO
Primebiz ICT Solutions





Julianne E. Ulgado
JULIANNE E. ULGADO

Witness (Supreme Court)

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.

1.4 **FAILURE TO COMPLY.** If the **SUPPLIER/SERVICE PROVIDER** fails to complete the Project under this Contract and the Official Bid Documents within the period provided in Section 3.2 hereof, the **COURT** shall have the right to engage the services of a third party to complete the Project, provided, however, that all expenses incurred by the **COURT** shall be charged to the account of the **SUPPLIER/SERVICE PROVIDER**. The right of the **COURT** to engage the services of a third party shall be without prejudice to other rights of the **COURT** under this Contract to proceed against the **SUPPLIER/SERVICE PROVIDER** or to which the **COURT** may be entitled to under the law and equity.

Edgar O. Aricheta
EDGAR O. ARICHETA

Supreme Court

**ARTICLE II
SCOPE OF WORK**

2.1 **COMPONENTS.** As stated and elaborated in the Request for Quotation for the *Emergency Procurement for the Fire Suppression System, Uninterruptible Power Supply (UPS) and Precision Air Conditioning Unit (PACU) for the Judiciary Data Center (JDC)*, the scope of work covers the following:

TECHNICAL SPECIFICATIONS:

Fire Suppression System

- FM200 Clean Extinguishing Agent (CEA)
- Fire Retardant Laboratory Refilling Kit
- Disassembly/Assembly of FM200 70lbs Capacity Tank
- Pick-up and delivery of FM200 tank
- Labor, commissioning and testing of FM200 Fire Suppression System

Uninterruptible Power Supply (UPS)

- 12V/7AH Sealed Lead Acid (SLA) UPS Battery for Legrand Monolithic UPS (UPS Rack 1, 2 and 3)
- Dismantling of aging existing Monolithic UPS battery, warehousing and hazard disposal management
- Labor, installation and re-configuration of UPS Battery and UPS Board System

[Signature]
Witness Primebiz ICT Solutions

[Signature]
SHERWIN D. SORIANO

Primebiz ICT Solutions



Precision Air Conditioning Unit (PACU)

- Emerson Copeland Scroll Compressor Solder Connection R410A
- PACU Thermal Expansion Valve
- Flushing of Refrigerant Copper Tubes
- Replacement kits and consumables
- R410A PACU Refrigerant
- Labor, installation, tools, equipment, filter drier and commissioning, reconfiguration and testing

Lillianne E. Ulgado
LILLIANNE E. ULGADO

Witness (Supreme Court)

Edgardo O. Aricheta
EDGAR O. ARICHETA

Supreme Court

**ARTICLE III
EFFECTIVITY AND TERM OF SERVICE**

- 3.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER/SERVICE PROVIDER** 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.
- 3.2 **DELIVERY DATE.** The **SUPPLIER/SERVICE PROVIDER** shall complete all deliveries as indicated in the following delivery schedule from the issuance of the Notice to Proceed:

	ITEMS & DESCRIPTION	Delivered, Days/Weeks/Months
1	Fire Suppression system in the JDC UPS Room including the refill of the FM-200 Fire Suppression Agent	Fifteen (15) calendar days from the receipt of the Notice to Proceed
2	UPS Including the replacement of all its batteries	Fifteen (15) calendar days from the receipt of the Notice to Proceed
3	PACU compressor including all of its consumables	Forty-Five (45) calendar days from the receipt of the Notice to Proceed

(Witness) Prinebiz ICT Solutions
(Witness) Prinebiz ICT Solutions

Prinebiz ICT Solutions

Sherwin D. Soriano
SHERWIN D. SORIANO

Prinebiz ICT Solutions

- 3.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods by the **SUPPLIER/SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of **ONE MILLION FOUR HUNDRED NINE THOUSAND SEVEN HUNDRED TWENTY-ONE PESOS AND SIXTY CENTAVOS (P1,409,721.60).**




MILANNE E. ULGADO

Witness (Supreme Court)


EDGAR O. ARICHETA

Supreme Court


(Witness) Primebiz ICT Solutions


SHERWIN D. SORIANO

Primebiz ICT Solutions

ARTICLE IV REPRESENTATIONS/WARRANTIES

- 4.1 **PERFORMANCE WARRANTY.** The **SUPPLIER/SERVICE PROVIDER** 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.
- 4.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER/SERVICE PROVIDER** agrees to guarantee the goods against defects one (1) year after acceptance by the Procuring Entity of the delivered goods. In case of any defect discovered or found within this period, the **SUPPLIER/SERVICE PROVIDER** shall make the necessary replacement at no expense to the **COURT**.
- 4.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER/SERVICE PROVIDER** 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 V PERFORMANCE SECURITY

- 5.1 **AMOUNT AND FORM.** The **SUPPLIER/SERVICE PROVIDER** 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



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

5.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER/SERVICE PROVIDER** 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/SERVICE PROVIDER**.

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

**ARTICLE VI
TERMINATION OF CONTRACT**

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

6.2 **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/SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

6.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER/SERVICE PROVIDER** 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/SERVICE PROVIDER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER/SERVICE PROVIDER**.


LILLIANNE E. ULGADO
Witness (Supreme Court)


EDGAR O. ARICHETA
Supreme Court


(Witness) Primebiz ICT Solutions


SHERWIN D. SORIANO
Primebiz ICT Solutions



6.4 **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 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 VII
VENUE OF ACTIONS**

7.1 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.

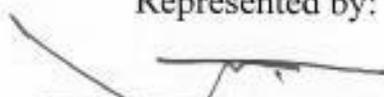
IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

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

**PRIMEBIZ ICT SOLUTIONS
(SUPPLIER/SERVICE
PROVIDER)**

Represented by:

Represented by:

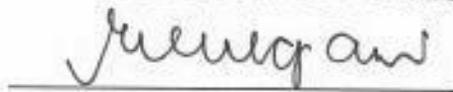


EDGAR O. ARICHETA



SHERWIN D. SORIANO

SIGNED IN THE PRESENCE OF:



LILIANNE E. ULGADO



ROMEO GALUF JR.
(Witness of Primebiz ICT Solutions)





ACKNOWLEDGMENT

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

BEFORE ME personally appeared:

1) **ATTY. EDGAR O. ARICHETA** with Supreme Court Identification Card No. 60037000; and

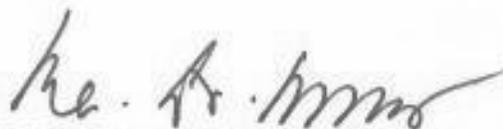
2) **MR. SHERWIN D. SORIANO** with ID No.

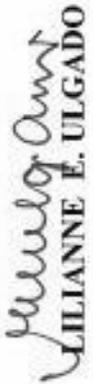
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known to me to be the same persons who executed the foregoing Contract for the *Emergency Procurement for the Fire Suppression System, Uninterruptible Power Supply (UPS) and Precision Air Conditioning Unit (PACU) for the Judiciary Data Center (JDC)* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of eight (8) 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 29th day of January, 2020 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)


EDGAR O. ARICHETA
Supreme Court


(Witness) Prinebiz ICT Solutions


SHERWIN D. SORIANO
Prinebiz ICT Solutions



