



Republic of the Philippines
Supreme Court
Manila

SC-BAC-GS CONTRACT NO. 2022-03

**CONTRACT FOR THE
SUPPLY, DELIVERY AND INSTALLATION OF
AIRCONDITIONING UNITS FOR VARIOUS OFFICES OF THE
SUPREME COURT**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this 25th day of March 2022
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. MARIFE M. LOMIBAO-CUEVAS**, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT,"**

-and-

AEQUUS ENTERPRISE, a business firm organized and existing in accordance with Philippine laws, with principal business address at No. 20B Commonwealth Village I, Commonwealth Avenue, Brgy. Old Balara, Quezon City, and represented by **MS. MAGNOLIA XENIA TUMANUT ALMORALDIE** in her capacity as the Sole Proprietor of **AEQUUS ENTERPRISE**, hereinafter referred to as the **"SUPPLIER."**

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on November 29, 2021 an Invitation to Bid for the *Procurement of Air Conditioning Units for Various Offices of the Supreme Court*. The Invitation to Bid was posted on the PhilGEPS, the Supreme Court Website, and the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;


IVY B. SILVA

Witness (Supreme Court)


MARIFE M. LOMIBAO-CUEVAS

Supreme Court


MAGNOLIA XENIA
TUMANUT ALMORALDIE

Witness (Aequus Enterprise)


MAGNOLIA XENIA
TUMANUT ALMORALDIE

Aequus Enterprise



Witness (Supreme Court)

IVY B. SILVA

WHEREAS, the **SUPPLIER** won in the public bidding conducted by the **COURT** on December 21, 2021 and was recommended by the SC-BAC-GS, in its Memorandum dated February 8, 2022, to be awarded the contract for the *Supply, Delivery and Installation of Air Conditioning Units for Various Offices of the Supreme Court*, which recommendation was approved by the Court En Banc in its Resolution dated March 1, 2022 in A.M. No. 18-07-16-SC (*Re: Procurement of Air-conditioning Units for Various Offices of the Supreme Court*);

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**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SUPPLIER's** *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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.

Supreme Court

MARIFE M. LOMIBAO-CUEVAS

Witness (Aequus Enterprise)

FOREMAN GULLIVERMO

Aequus Enterprise

MAGNOLIA XENIA
TUMANUT ALMORALDIE



[Signature]
IVY B. SILVA

Witness (Supreme Court)

- 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

[Signature]
MARIFE M. LOMBÁO-CUEVAS

Supreme Court

- 2.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed (NTP) or the effectivity date stated therein, whichever comes later but shall in no case be later than seven (7) calendar days from the issuance of the NTP. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

- 2.2 **DELIVERY DATE.** Complete supply, delivery and installation of the air conditioning units within thirty (30) working days from receipt of the Purchase Order, manually or electronically.

- 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 **ONE MILLION ONE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED SIXTY PESOS (₱1,189,960.00) 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 manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In the particular:

[Signature]
FOREY GUILLEMO
Witness (Aequus Enterprise)

[Signature]
MAGNOLIA XENIA
TUMANUT ALMORALDIE

Aequus Enterprise



- a. Minimum of one (1) year warranty on all parts and labor after acceptance by the Procuring Entity of the delivered and installed air conditioning units.
- b. For Inverter units, five (5)-year warranty for the compressor after acceptance by the Procuring Entity of the delivered and installed air conditioning units.

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: 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; or (4) Performance Securing Declaration.


IVY B. SILVA

Witness (Supreme Court)


MARIFE M. LOMIBAO-CUEVAS

Supreme Court


TERESA C. CULVER

Witness (Aequus Enterprise)


MAGNOLIA XENIA
TUMANUT ALMORALDIE

Aequus Enterprise



Witness (Supreme Court)

IVY B. SILVA

Supreme Court

MARIFE M. LOMBABO-CUEVAS

Witness (Aequus Enterprise)

FREDY GUERRA

Aequus Enterprise

MAGNOLIA XENIA
TUMANUT ALMORALDIE

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 be 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 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)**

**AEQUUS ENTERPRISE
(SUPPLIER)**

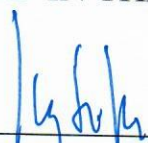
Represented by:


Represented by:


MARIFE M. LOMIBAO-CUEVAS


MAGNOLIA XENIA
TUMANUT ALMORADIE

SIGNED IN THE PRESENCE OF:


IVY B. SILVA


FORELYN GUILLERMA
(Witness of Aequus Enterprise)



ACKNOWLEDGMENT

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


BEFORE ME personally appeared:

- 1) **ATTY. MARIFE M. LOMIBAO-CUEVAS** with Supreme Court Identification Card No. 54279400; and
- 2) **MS. MAGNOLIA XENIA TUMANUT ALMORALDIE** with ID No. 9109-860-747-000.

known to me to be the same persons who executed the foregoing Contract for the *Supply, Delivery and Installation of Air Conditioning Units for Various Offices of the Supreme Court* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of seven (7) 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 ____ day of
MAR 25 2022, 20__ at the City of Manila, Philippines.


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



Witness (Supreme Court)

Supreme Court

Witness (Aequus Enterprise)

Aequus Enterprise


IVY B. SILVA


MARIFE M. LOMIBAO-CUEVAS


**MAGNOLIA XENIA
TUMANUT ALMORALDIE**


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TUMANUT ALMORALDIE**