



Republic of the Philippines  
Supreme Court  
Manila

SC-BAC-GS CONTRACT NO. 2022 - 05

CONTRACT FOR THE COMPREHENSIVE MAINTENANCE  
SERVICES FOR THE JUDICIARY DATA CENTER (JDC) AND  
DISASTER RECOVERY SITE (DRS) OF THE SUPREME COURT  
INCLUDING REPLACEMENT OF ITS KEY COMPONENTS

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this \_\_\_ day of APR 12 2022  
20\_\_\_ in the City of Manila by and between:

The SUPREME COURT OF THE PHILIPPINES, a  
government entity 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-

**INFINTECARE TECHNOLOGY SOLUTIONS, INC.**, a  
business firm organized and existing in accordance with  
Philippine laws, with principal business address at J.V. Serifa  
St., Zone 6, Carmen, Cagayan de Oro City, Misamis Oriental,  
and represented by **MS. MARY JOYCELYN N. MIRANDA**,  
in her capacity as the Authorized Representative, of  
**INFINTECARE TECHNOLOGY SOLUTIONS, INC.**,  
hereinafter referred to as the "SUPPLIER/ SERVICE  
PROVIDER."

WHEREAS, the Supreme Court Bids and Awards Committee for  
Goods and Services (SC-BAC-GS) published on 08 November 2021 an  
Invitation to Bid for the Procurement of Comprehensive Maintenance  
Services for the Judiciary Data Center (JDC) and Disaster Recovery Site  
(DRS) of the Supreme Court Including Replacement of its Key Components).  
The Invitation to Bid was posted on the Philippine Government Electronic  
Procurement System (PhilGEPS) website, the Supreme Court Website, and  
the Supreme Court Bulletin Boards located in conspicuous places within the  
COURT'S premises;



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Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components

**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.

ARTICLE II  
SCOPE OF WORK

**2.1 COMPONENTS.** As stated and elaborated in Section VII, Technical  
Specifications of the bidding documents for the Procurement of  
Comprehensive Maintenance Services for the Judiciary Data Center  
(JDC) and Disaster Recovery Site (DRS) of the Supreme Court Including  
Replacement of its Key Components, the scope of work covers the  
following:

TECHNICAL REQUIREMENTS  
COMPREHENSIVE MAINTENANCE SERVICES FOR THE  
JUDICIARY DATA CENTER AND DISASTER RECOVERY SITE  
OF THE SUPREME COURT INCLUDING REPLACEMENT OF  
THEIR KEY COMPONENTS

A. Introduction

The Supreme Court of the Philippines (SCP) is currently operating two data  
centers named the (1) Judiciary Data Center (JDC) and (2) Disaster Recovery  
Site (DRS) located at the SCP compound in Manila and at the Halls of Justice  
in Angeles City, Pampanga respectively. The JDC acts as the primary data  
center while the DRS serves as its backup. Both data centers are ANSI/TIA-  
942:2017 Rated 2 certified.



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Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components

WHEREAS, the SUPPLIER/SERVICE PROVIDER won in the  
public bidding conducted by the COURT on 01 December 2021 and was  
recommended by the SC-BAC-GS, in its Memorandum dated  
15 March 2022, to be awarded the contract for the Procurement of  
Comprehensive Maintenance Services for the Judiciary Data Center (JDC)  
and Disaster Recovery Site (DRS) of the Supreme Court Including  
Replacement of its Key Components, which recommendation was approved  
by the Court En Banc through its Resolution dated 29 March 2022 in  
A.M. No. 15-07-07-SC (Re: Award of the Contract for the [1] Judiciary Data  
Center Upgrade and Server Consolidation of the Judiciary [Supreme Court]  
and [2] Design, Development and Commissioning of the Second Judiciary  
Data Center of the Supreme Court [Angeles City]);

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 submitted by the SUPPLIER /  
SERVICE PROVIDER, 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 / SERVICE  
PROVIDER's conform to thereto;
- 1.1.9 Other contract documents that may be required by existing laws  
and/or the COURT in the Bidding Documents. The SUPPLIER /  
SERVICE PROVIDER 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.



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Disaster Recovery Site (DRS) of the Supreme Court Including Replacement of its Key Components

The applications hosted by the JDC provide services to internal users of the  
judiciary as well as the public including internet access, e-mail, legal research,  
case information, human resource, financial management, payroll, etc. In  
addition, the JDC serves as the host of the judiciary portal that consists of the  
SCP, Court of Appeals, Sandiganbayan, Court of Tax Appeals and other  
judiciary-affiliated web sites.

For these data centers to operate smoothly and continuously, their necessary  
components such as power, cooling, fire suppression and other auxiliary  
systems must be replaced and maintained properly.

B. Scope of Work

The scope of work for this project requires the bidder to provide  
Comprehensive Maintenance Services (CMS) for three (3) years to the JDC  
and DRS. This includes labor and parts replacement necessary to keep the  
equipment in optimal operating conditions. In addition, selected components  
that are due for replacement shall be supplied, delivered and installed. Any  
parts and materials that are not listed in this document but are necessary for  
the new equipment to be fully functional and operational shall be provided by  
the bidder.

The participating bidders shall provide a project plan on how the  
implementation will be carried out with all risks identified, mitigated and with  
no disruptions to normal operations. The participating bidders are encouraged  
to conduct an onsite assessment of the current conditions of the data centers  
to enable them to submit an accurate proposal.

The following are the items that shall be replaced:

ITEM NO.	ITEM	DESCRIPTION OF ITEMS TO BE REPLACED	Quantity (JDC)	Quantity (DRS)
1	PACU	15 Tonner with dual scroll compressor	1	N/A
2	UPS Battery	40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 60KVA (N+1)	1 Set	1 Set
3	Monitoring System Software	Data Center Monitoring System Software	1 Set	1 Set
4	CCTV and DVR	CCTV Cameras and DVR with Videowall	14	21
5	ACU	Air Conditioning Units (2HP, Split type) with ATS	2	8
6	Desktop Workstations	Desktop Workstations	3	2

The following are the items that shall be covered by the CMS for three (3) years:

ITEM NO.	ITEM	DESCRIPTION	Quantity (JDC)	Quantity (DRS)
1	Genset with ATS	Bradford BCM-380S, Cummins Engine, 380KVA, 220Volts, 3 Phase (250K W/350KVA) Model NTA 855-G3	N/A	1
2	PACU	25 Tonnor with dual scroll compressor	N/A	2
3	PACU	28 Tonnor with dual scroll compressor	1	N/A
4	UPS	40KVA KBOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 60KVA N+1	3	3
5	Fire Suppression	KIDDE FENWAL (HSSD/VESDA), FM200 KIDDE Fire Systems ARIES NETLink	1 Lot	1 Lot
6	Surge Suppression	TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz	1 Set	1 Set
7	PDU	Austin Hughes PDU, 16A, 1 Phase, V12C13/2C19-16AW/CR_OE/3B01	16	22
8	PDU	Austin Hughes PDU, 32A, 3 Phase, VP24C13/12C19-32A-W/CR_EN/2B-2	10	8
9	Circuit Breaker	Legrand Circuit Breakers	25	71
10	Monitoring System	AirTek BACnet systems	1 Set	1 Set
11	Biometric Access Control	Contactless Biometric-Mifare access control	4	14
12	Lighting	Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Trisonic Electronic Ballast	16	29
13	Power Metering System	CT Meters installed in Panel Boards Monitors the whole facility kW (power consumption) for energy optimization, IP monitoring integrated with EMS/BMS	5	6
14	Transformer	K-Rated 13 Input Transformer 125KVA Primary 380V Secondary 230V	1	N/A
15	Transformer	K-Rated 13 Input Transformer	1	N/A

ITEM NO.	ITEM	DESCRIPTION	Quantity (JDC)	Quantity (DRS)
		150KVA Primary 230V Secondary 380V		
16	Raised Floor	Raised Flooring system 610 x 610 mm panel complete with understructure with the Rubber Insulation underneath for the Data Center.	N/A	1 Set
17	Busbar	250A Busbar with 10 units of 16A and 10 units of 32A	1 Set	1 Set

### C. General Requirements

- To avoid data center operations disruption during the supply, delivery and installation of the new equipment, the comprehensive maintenance services for the equipment to be replaced shall continue until said equipment are decommissioned.
- The CMS shall include all hardware, software, components, services and systems/sub-systems included under Section E, Comprehensive Maintenance Services of this document.
- There should be quarterly on-site preventive maintenance services (PMS) for Section D, VARIOUS EQUIPMENT TO BE REPLACED, Section E, COMPREHENSIVE MAINTENANCE SERVICES and Section F, COMPREHENSIVE MAINTENANCE SERVICES FOR THE NEW EQUIPMENT in accordance with the equipment manufacturer's procedure. Such services shall include, but not limited to, standard cleaning, adjusting, inspection, calibration, and testing procedures designed to ensure that the equipment stays in optimal working condition as well as to reduce the possibility of equipment failure.
- Corrective maintenance services shall be rendered and be made available by the supplier twenty-four hours a day, seven days a week (24x7), including holidays. This shall include diagnostic, correction of equipment malfunction or failure, and emergency repair.
- All parts including consumables i.e. batteries, filters, fluorescent bulbs, etc., found defective during preventive or corrective maintenance shall be replaced by the supplier without any additional cost to the SCP. The replaced parts shall become the property of the supplier and should be pulled-out immediately after the repair. A backup or service unit shall be provided in case the unit is not repaired within 8 hours from the time the service engineer arrived on site.
- The diesel fuel tanks of the genset in the DRS shall be filled on every 1st quarterly PMS over three (3) years.

- The batteries of both UPS in the JDC and DRS shall be replaced on the 4th quarter of the 2nd year of the CMS.
- Technical support and on-call service engineers from the supplier shall be available 24x7 including holidays for assistance. An escalation matrix shall be provided for all equipment.
- The supplier must provide a high-level quality of service promptly. The following table shall be followed:

	JDC	DRS
Response Time	2 hours	3 hours
Resolution Time (including replacement of defective parts)	8 hours	8 hours

- Service reports shall be submitted for every equipment immediately after every visit and activities performed.
- The supplier shall maintain an inventory of spare parts for critical systems to avoid any delay in the maintenance of equipment.
- Only qualified and competent service engineers shall be deployed to conduct maintenance services.
- The supplier shall provide to its service engineers, their own tools and safety equipment necessary to perform their work.
- The service engineers deployed are required to be in uniform while they are on duty. The supplier shall provide shoe covers for its service engineers while conducting maintenance services inside the data centers.
- The supplier shall take all necessary measures to ensure the safety of its service engineers when conducting maintenance services on site. The SCP shall not be held liable to any injury or loss that may be suffered by the supplier's staff.
- It shall be the responsibility of the supplier to ensure that no unlawful act is done by their staff while on duty.
- If additional equipment or items, although not specifically indicated herein, are needed to enable the newly delivered and installed system to work efficiently, the bidder/supplier shall provide such equipment or items at no additional cost to the Supreme Court of the Philippines (SCP).
- The bidder/supplier will be responsible in dismantling all equipment to be replaced.
- Furnish all labor, materials, tools and equipment and perform all operations necessary to complete the project.
- The bidder/supplier will submit a project plan and will be approved by the Management Information Systems Office (MISO).

### D. Technical Specifications of the New Equipment

Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
D.1	Precision Air Cooling Units (PACU)	<ul style="list-style-type: none"> <li>Supply, delivery and installation of one (1) Precision Air Cooling Unit (PACU) for the JDC in Manila</li> <li>18 Tonnor DX type with humidifier</li> <li>Must be energy efficient</li> <li>Upblast, down return</li> <li>Dual compliant scroll compressor</li> <li>N+1 for High Availability</li> <li>Installation of automatic start-up system for both PACUs. Automatic start-up of redundant unit when the "on-duty" unit fails</li> <li>Capable of scheduled transfer duty for both PACUs</li> <li>Advanced microprocessor Computer Environmental Monitoring System (CEMS 198) control panel system with alphanumeric LCD display of temperature and humidity status; monitors, audible and alarm indicators and programmable temperature set points, and other software features</li> <li>Must have its own IP-based monitoring system and can also be integrated with the data center monitoring system</li> <li>All cooling equipment shall be provided with the necessary condensate drain</li> <li>Replacement of all wirings and fittings is required</li> <li>Installation of new breakers and electrical panels as needed</li> <li>Dismantling of the existing 18 Tonnor PACU will be the responsibility of the bidder/supplier</li> </ul>	<p>Statement of compliance supported by product brochure</p> <p>Designs with brief narrative</p>
D.2	UPS Battery	<ul style="list-style-type: none"> <li>Battery Replacement of the both UPS in JDC and DRS on the 4th quarter of the 2nd year of CMS</li> </ul>	Statement of compliance
D.3	Data Center Monitoring System (DCMS)	<ul style="list-style-type: none"> <li>Supply, delivery and installation of a new monitoring system software for the JDC in Manila. This software shall monitor (but not limited to) the following: <ul style="list-style-type: none"> <li>UPS</li> <li>PACU</li> <li>ACU</li> <li>Water Leak Detection</li> <li>Door Access System</li> </ul> </li> </ul>	<p>Statement of compliance supported by product brochure</p> <p>Designs with brief narrative</p>



Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
		<ul style="list-style-type: none"><li>CCTV System</li><li>Fire Suppression</li><li>Panel Boards</li><li>Temperature &amp; Humidity</li><li>Smoke detection</li><li>The monitoring system can be managed remotely</li><li>Installation of 1 x 4 video 55" video wall with software for larger viewing</li><li>Supply, delivery and installation of a new monitoring system software for the new equipment in the DRS in Angeles City, Pampanga. This software shall monitor (but not limited to) the following:<ul style="list-style-type: none"><li>Genet</li><li>UPS</li><li>PACU</li><li>ACU</li><li>Water Leak Detection</li><li>Door Access System</li><li>CCTV System</li><li>Fire Suppression</li><li>Panel Boards</li><li>Temperature &amp; Humidity</li><li>Smoke detection</li></ul></li><li>The monitoring system can be managed remotely</li><li>Installation of 2 x 2 video 55" video wall with software for larger viewing</li></ul>	
D.4	CCTV Cameras and DVR with Videowall	<ul style="list-style-type: none"><li>Supply, delivery and installation of fourteen (14) CCTV cameras inside the JDC, Genet area and perimeter.</li><li>Storage capability of at least 60 days active video retention prior to archiving</li><li>Indoor and outdoor color camera with 1/3" and/or 1/4" CCD format</li><li>CCTV must be TCP/IP based and capable of low-light quality recording</li><li>Minimum illumination shall be 1 lux or better</li><li>True daylight</li><li>HD1080P/720P video output</li><li>Vandal proof IR camera</li><li>Outdoor CCTVs should be waterproof or water resistant</li><li>Can be managed through a video management software</li></ul>	<p>Statement of compliance supported by product brochure</p> <p>Designs with brief narrative</p>

IVY B. SILVA  
Witness (Supreme Court)

MARIFE M. LOMBARDO-CUEVAS  
Supreme Court

MARY JOYCELYN N. MIRANDA  
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Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
		<ul style="list-style-type: none"><li>These may be fixed and PTZ type camera depending on the location</li><li>CCTV monitoring will be viewed on the 1 x 4 video wall in the DCMS</li><li>Appropriate number of Channel DVR</li><li>Must have its own IP-based monitoring system and can also be integrated with the proposed data center monitoring system</li><li>Supply, delivery and installation of twenty-one (21) CCTV cameras inside the DRS, Genet House and perimeter.</li><li>Storage capability of at least 60 days active video retention prior to archiving</li><li>Indoor and outdoor color camera with 1/3" and/or 1/4" CCD format</li><li>CCTV must be TCP/IP based and capable of low-light quality recording</li><li>Minimum illumination shall be 1 lux or better</li><li>True daylight</li><li>HD720P video output</li><li>Vandal proof IR camera</li><li>Outdoor CCTVs should be waterproof or water resistant</li><li>Can be managed through a video management software</li><li>These may be fixed and PTZ type camera depending on the location</li><li>CCTV monitoring will be viewed on the 2 x 2 video wall in the DCMS</li><li>Appropriate number of Channel DVR</li><li>Must have its own IP-based monitoring system and can also be integrated with the proposed data center monitoring system</li></ul>	
D.5	Air Conditioning Units (ACU)	<ul style="list-style-type: none"><li>Supply, delivery and installation of two (2) redundant split-type aircon for the JDC in Manila</li><li>Inverter Type</li><li>2HP</li><li>Capable of scheduled transfer duty for both ACUs</li><li>Replace existing Automatic Transfer Switch from mechanical to electronic system</li><li>Must have its own IP-based monitoring system and can also be integrated with the data center monitoring system</li><li>Replacement of all wirings and fittings is required</li></ul>	<p>Statement of compliance supported by product brochure</p> <p>Designs with brief narrative</p>

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Supreme Court

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Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
		<ul style="list-style-type: none"><li>All cooling equipment shall be provided with the necessary condensate drain</li><li>Supply, delivery and installation of eight (8) redundant split-type aircon for the DRS in Angeles City, Pampanga<ul style="list-style-type: none"><li>Inverter Type</li><li>2HP</li><li>Capable of scheduled transfer duty for both ACUs</li></ul></li><li>Replace existing Automatic Transfer Switch from mechanical to electronic system in the UPS room only</li><li>Must have its own IP-based monitoring system and can also be integrated with the data center monitoring system</li><li>Replacement of all wirings and fittings is required</li><li>All cooling equipment shall be provided with the necessary condensate drain</li></ul>	
D.6	Workstations	<ul style="list-style-type: none"><li>Three (3) sets of branded workstation-class Desktop Computers with at least 24-inch flat monitors and appropriate Microsoft Operating System for the JDC in Manila<ul style="list-style-type: none"><li>Intel i7 Latest Generation</li><li>16Gb memory</li><li>256 Gb NVMe SSD for the Operating System</li><li>1TB Hard disk for additional storage</li><li>Video Card with 6Gb DDR 4 memory</li><li>24" LED Monitor</li><li>Microsoft Windows 10 Professional 64bit</li></ul></li><li>Two (2) sets of branded workstation-class Desktop Computers with at least 24-inch flat monitors and appropriate Microsoft Operating System for the DRS in Angeles City, Pampanga<ul style="list-style-type: none"><li>Intel i7 Latest Generation</li><li>16Gb memory</li><li>256 Gb NVMe SSD for the Operating System</li><li>1TB Hard disk for additional storage</li><li>Video Card with 6Gb DDR 4 memory</li><li>24" LED Monitor</li><li>Microsoft Windows 10 Professional 64bit</li></ul></li></ul>	<p>Statement of compliance supported by product brochure</p>

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Supreme Court

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InfraCare Technology Solutions, Inc.



Item No.	Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate reference i.e., tab, page no. in your proposal)
D.7	Warranty and Support	<ul style="list-style-type: none"><li>All new equipment shall have a minimum of 3 years warranty on all parts and services</li><li>At least 3 years on-site service warranty (4-hour response time)</li><li>In case of equipment failure, a service unit equal to or with higher specifications than the existing equipment shall be provided pending the repair or replacement of said unit.</li><li>Three (3) years comprehensive (24 x 7) support services that include:<ul style="list-style-type: none"><li>Firmware upgrades</li><li>Remote and on-site support when needed</li><li>24 x 7 unlimited email and phone support</li></ul></li><li>Warranty of equipment and systems installed shall start upon completion of Testing and Commissioning</li></ul>	<p>Statement of compliance</p>
D.8	Training	<ul style="list-style-type: none"><li>The Supreme Court's data center facility operations and maintenance team will undergo various training to develop and enhance their skill set in managing the Supreme Court's new data center facility.</li><li>The Supplier delivering this project should provide appropriate training courses to meet this objective. Training description, objectives, modules, number of days and location must be included in the proposal.</li><li>Equipment familiarization, operation, spotting probable problems, troubleshooting and translation of system logs are considered standard deliverables which the Supreme Court will consider as standard and not a skills-enhancement training.</li><li>The final training program will be approved by the MISO.</li></ul>	<p>Training program outline</p>
D.9	Documentation	<ul style="list-style-type: none"><li>Upon project completion and prior to acceptance, the following shall be submitted:<ul style="list-style-type: none"><li>All necessary As-Built Plans</li><li>Operations and Maintenance Manuals</li></ul></li></ul>	<p>Statement of compliance</p>

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Witness (Supreme Court)

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Supreme Court

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InfraCare Technology Solutions, Inc.



## E. Comprehensive Maintenance Services for the JDC and DRS Angeles

### E.1 Generator Set (Genset) with Automatic Transfer Switch (ATS)

One (1) genset unit, Bradford BCM-380S, Cummins Engine, 380kVA, 220Volts, 3 Phase (250KW/350KVA) Model NTA 855-G3 in the DRS, shall be covered by the CMS.

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Cooling System
  - i. Check the radiator air restriction, hoses, connections, fluid concentration, belts and louver operation
  - ii. Flush the cooling system, as needed
- b. Check for leaks, holes and loose connections of the Air Intake System
- c. Check the fuel level and pump
- d. Battery and Charger
  - i. Check the units
  - ii. Check the fluids and terminals
  - iii. Check the load, acid and specific gravity
  - iv. Check the electrolyte level
  - v. Clean corrosion
  - vi. Check cables and connections
  - vii. Check electrical starter/alternator generator
  - viii. Check charger output, adjust if necessary
- e. Coolant System
  - i. Check amount of coolant/water (radiator)
  - ii. Check antifreeze, radiator and cap
  - iii. Check coolant lines/connection, leaks, hoses, drive belts and tension
  - iv. Inspect heater tubes
  - v. Replace drive belts (every 1000 hours)
  - vi. Check coolant concentration annually
- f. Intake and exhaust system
  - i. Check air cleaner, turbo charger, muffler and traps
  - ii. Check for leaks, restrictions and flush condensation cup
  - iii. Check crankcase breather tube, flex pipe and rain cap if applicable
  - iv. Check electrical system
- g. Controls - check voltage regulator, wiring relays, monitors and bulbs
- h. Generator
  - i. Check generator set parameters
  - ii. Check diodes, end bearings, brushes and folder
  - iii. Check AC wiring, exciter stator, over speed switch

WITNESSES (Supreme Court)

Supreme Court

Witness (InfinitiCare Technology Solutions, Inc.)

InfinitiCare Technology Solutions, Inc.



- iv. Check breakers
- v. Clean the generator set
- vi. Clean alternator windings and bearings (every 1000 hours)
- vii. Ensure that the valve tip clearance is checked and adjusted (every 2500 hours)
- viii. Ensure that the alternator motor, starter motor, meter and gauges are checked (every 2500 hours)
- ix. Change the spark plugs annually
- x. Check electrical system accessories and components
- i. Automatic Transfer Switch
  - i. Check time delays, exercise clocks (adjust or reset if necessary)
  - ii. Check wiring harness
  - iii. Clean cabinet
- j. While engine is running
  - i. Record A.C. output
  - ii. Check and record frequency
  - iii. Check the engine mounts
  - iv. Check atomizer (every 2500 hours)
  - v. Clean the vent of the engine breather system (every 2500 hours)
- k. Lubricating System
  - i. Check the engine oil level and oil pressure
  - ii. Check crankcase pressure and crankcase breather
  - iii. Check oil leaks and inspect lubrication system hoses and connectors
  - iv. Check fan drive bearings and generator bearings
  - v. Check gauges and safety mechanism
  - vi. Replace engine oil and engine oil filter annually
- l. Fuel System
  - i. Check fuel hose, fuel intake and fuel return
  - ii. Check for fuel systems components, leaks and inspect lubrication system, hoses and connectors
  - iii. Check gauges and safety mechanism
  - iv. Check water in fuel
  - v. Check the fuel filter
  - vi. Change fuel filter annually
  - vii. Check water in the fuel pre-filter
  - viii. Calibrate injection pump
  - ix. Replace the fuel filter element every year
  - x. Fill the belly and day tanks with diesel fuel every 1st quarterly PMS
- m. Check the air inlet filter

Witness (Supreme Court)

Supreme Court

Witness (InfinitiCare Technology Solutions, Inc.)

InfinitiCare Technology Solutions, Inc.

### E.2 Precision Air Conditioning Units (PACU)

The following PACUs shall be covered by the CMS:



- a. One (1) Liebert Emerson DS Model, 28 Tonner with dual scroll compressor (P3100UA1T4HS12S1D000CA000) in the JDC
- b. Two (2) Liebert Emerson DS Model, 25 Tonner with dual scroll compressor (P2090DA1T4HS12S1D000CA000) in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Review protected alarms
- b. Record temperature and humidity
- c. Record suction and discharge pressure of each compressor
- d. Observe the equipment's operation for signs of abnormality
- e. Vacuum clean or replace air filters whichever is applicable
- f. Clean water supply strainer and drain inside the machine
- g. Check and replace busted fuse when necessary
- h. Inspect and adjust fan belt tension when necessary
- i. Check and replace for possible worn out or defective electrical and mechanical components
- j. Calibrate sensors, control boards and other computerized components
- k. Perform any major corrective repairs, when necessary
- l. Monitor and observe unit operation and check if all components are functioning well

### E.3 Uninterruptible Power Supply (UPS)

The following UPS units shall be covered by the CMS:

- a. Three (3) 40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1 in the JDC
- b. Three (3) 40KVA KEOR T Legrand UPS Systems, 380VAC (In/Out) 3 Phase, configured as 80KVA N+1 in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. There shall be no down time during the PMS
- b. Visually check insulation, overheating, damage, etc. and rectify as necessary
- c. Air Flow
  - i. Check fans, door and compartment seals
  - ii. Replace filters
  - iii. Clean unit
- d. Check/Record voltage waveforms and currents; input/output, rectifier, AC&DC caps

WITNESSES (Supreme Court)

Supreme Court

Witness (InfinitiCare Technology Solutions, Inc.)

InfinitiCare Technology Solutions, Inc.



- e. Check power measurements i.e. output RMS current (phase and neutral), output peak current (Phase and Neutral), while unit is on-line
- f. Check the metering of the following:
  - i. DC Volts and current
  - ii. Input Volts/current
  - iii. output Volts/current, frequency
  - iv. etc.
- g. Verify type, value and condition of fuses
- h. Check synchronization
  - i. Verify utility sync and transfer to bypass
  - ii. Transfer from bypass to UPS
  - iii. Verify voltage and phase lockout
  - iv. Verify static bypass operation
- i. Check and adjust control calibrations as necessary
- j. Inspect circuit breakers and isolators
- k. Check magnetic and thermal settings
- l. Check the following system/module safety parameters (where available):
  - i. Battery current limit
  - ii. Input current limit
  - iii. Overload levels
  - iv. Over temperature circuits
- m. Check for firmware and software updates and report for approval to update
- n. Check for alarms and light indicators
- o. Batteries
  - i. Perform safety evaluation of battery, racks, protective equipment and environment; note and report any discrepancies
  - ii. Record the ambient temperature of the battery room
  - iii. Clean normal cell dirt/dust accumulation
  - iv. Inspect each jar for signs of cracks, excessive bulging and leakage
  - v. Measure and record the full string charging voltage and current
  - vi. Measure and record the AC ripple voltage and current
  - vii. Measure and record the voltage to ground for each string/cabinet
  - viii. Measure and record the float voltage across each cell/jar
  - ix. Measure and record the internal impedance of each cell /jar
  - x. Check for corrosion on battery terminals and connectors and clean as necessary
  - xi. Check tightness of connections
  - xii. Replace defective batteries

Witness (Supreme Court)

Supreme Court

Witness (InfinitiCare Technology Solutions, Inc.)

InfinitiCare Technology Solutions, Inc.

### E.4 Fire Suppression Systems

The following system shall be covered by the CMS:

- a. Kidde Fenwal (HSSD/VESDA) FM200 in the JDC with:





- i. Kidde Aries NETLink
- ii. Kidde Fenwal Control Head 24VDC/2.0A with 255 lbs. capacity
- iii. Kidde Fenwal Control Head 24VDC/2.0A with 96 lbs. capacity
- b. Kidde Fenwal (HSSD/VESDA) FM200 in the DRS with:
  - iv. Kidde Aries NETLink
  - v. Kidde Fenwal Control Head 24VDC/2.0A with 226 lbs. capacity
  - vi. Kidde Fenwal Control Head 24VDC/2.0A with 100 lbs. capacity
  - vii. Kidde Fenwal Control Head 24VDC/2.0A with 29 lbs. capacity

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Kidde Aries NETLink and Kidde Fenwal Control Head
  - i. Hazard Enclosure - Verify that protected rooms are effectively sealed against any significant air leaks that could result to agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding period
  - ii. Agent Cylinder
    1. Verify that containers and brackets are securely fastened, check mounting position of horizontally mounted containers
    2. Verify status of agent in cylinder
    3. Check container pressure gauges
    4. Check Solenoid Valve/Gas Cartridge Actuator leads and wiring to agent release modules for corrosion and loose or broken wires
  - iii. Mechanical Piping and Nozzles
    1. Verify discharge nozzles and pipe size
    2. Verify that piping joints and discharge nozzles are securely fastened
    3. Verify piping distribution system internally to detect the presence of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effectiveness of the nozzle orifice area
    4. Verify that the nozzle deflectors are positioned to obtain maximum benefits
    5. Verify if discharge nozzle, pipe and fittings are for repair or replacement
  - iv. Mechanical Pipe Supports and Braces - Inspect pipe support hangers and braces for looseness, corrosion and physical damage
  - v. Fire Detection, Alarm, Releasing Devices and Peripherals
    1. Verify that all wiring systems are properly installed in compliance with local codes and system drawings
    2. Verify control panels
    3. Check all end-of-line resistors



11. The system shall be returned to its fully operational design conditions
- vii. Replace defective FM200 Fire Suppression components as determined
- viii. Provision of handheld, stand-alone fire extinguisher as service unit during the refill process and until the actual FM200 cylinder has been re-installed
- ix. Re-testing of the entire fire suppression system upon installation of any replaced device or component
- x. Check and test using backup battery operation for all the Warning and Evacuation Signs
- xi. Clean and check backup batteries, termination, and voltage supply
- b. Kidde Fenwal (HSSD/VESDA) System
  - i. Check power supply
  - ii. Visually check the entire piping networks and check for abnormalities in the pipes including any breaks, blockage, crimps, etc.
  - iii. Check all the connections to ensure that the pipe runs are intact and free of dirt and dust
  - iv. Examine all pipe joints to ensure these are firmly secured
  - v. Ensure end caps are set firmly in place
  - vi. Clean the detector to remove any dust build up and ensure that the sampling point hole capillary tubes are not blocked
  - vii. Check the battery status
  - viii. Visually inspect for detector fault indications
  - ix. Check the dust separator cartridge

#### E.5 Surge Suppression Systems

The following Transient Voltage Surge Suppressor (TVSS) units shall be covered by the CMS:

- a. TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz in the JDC
- b. TVSS, Legrand, 800AMPS, 3 Phase, 230V, 60Hz in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Visually inspect the operational status indicator lamps
- b. Check that all status lamps should be "ON"
- c. Check the input power
- d. Check if the wire connections are loose and rectify as necessary

#### E.6 Power Distribution Units (PDU)

The following PDUs shall be covered by the CMS:

- a. 16 Units, Austin Hughes PDU, 16A, 1 Phase in the JDC



4. Verify alternating current (AC) and direct current (DC) wirings
5. Verify all field circuits
6. Check that the control panel power supplied to the control unit from a separate dedicated source will not shutdown on system operation
7. Verify that availability of adequate and reliable primary and 24-hour minimum standby sources of energy are used to provide for operation of the detection, signaling, control and actuation requirement of the system
8. Verify that all auxiliary functions for proper operation are in accordance with system requirements
9. Verify that detection devices are in the proper type and locations
10. Verify condition of detectors
11. Verify that manual pull stations are properly installed, readily accessible, accurately identified and properly protected to prevent damage
12. Verify that all manual stations which shall be used to release agents, require two separate and distinct actions for operation and are properly identified
13. Verify that main/reserve switches are properly installed, readily accessible and accurately identified
- vi. System Testing
  1. Disable agent storage container release mechanism so that activation of the release circuit will not release agent
  2. Verify that the control panel is connected to a dedicated circuit and labeled properly
  3. Verify that control panel is readily accessible, yet restricted from unauthorized personnel
  4. Using smoke tester, check each detector for proper response. Verify that all alarm functions occur according to design specification
  5. Operate the necessary circuit to initiate a second alarm circuit. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications
  6. Operate manual release. Verify that manual release functions according to design specifications
  7. Operate abort switch circuit. Verify that abort functions are according to design specifications
  8. Test all supervised circuit for proper trouble response
  9. Operate one of each type of input device while on standby power. Verify that an alarm signal is received at the remote panel after device is operated. Reconnect primary power supply
  10. Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at the remote station



- b. 10 Units, Austin Hughes PDU, 32A, 1 Phase in the JDC
- c. 22 Units, Austin Hughes PDU, 16A, 1 Phase in the DRS
- d. 8 Units, Austin Hughes PDU, 32A, 1 Phase in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Visually check/inspect for insulation, possible overheating, damage, etc. to ensure that the PDU is functioning within designed specifications
- b. Clean the PDU unit
- c. Check for defective or worn-out power strips and replace as necessary
- d. Check PDU event and alarm logs
- e. Check LCD display and performance
- f. Inspect/check all wiring and electrical connections for degradation and tightness, repair as necessary
- g. Check/record input and output voltage, current and frequency reading
- h. Check/record temperature and humidity readings

#### E.7 Circuit Breakers

The following circuit breakers shall be covered by the CMS:

- a. Legrand circuit breakers and switches in the JDC
- b. Legrand circuit breakers and switches in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Test circuit breakers and switches
- b. Perform load balancing in coordination with the SCP authorized technician/engineers to prevent power overload and other power issues
  - i. Study the system load during the actual operation
  - ii. Determine the unbalanced phase load
  - iii. Transfer/configure load to balance the phase load
- iv. Monitor the balanced current load
- v. Project the additional load per phase
- vi. Re-balance the load as the change arises
- c. Calibrate protective relays
- d. Clean and inspect the enclosures for damage and corrosion of metallic objects
- e. Inspect, investigate and solve conditions for unusual odors
- f. Clean, inspect/check electrical connections for degradation and tightness and repair as necessary



- g. Inspect breakers' current carrying components for discoloration that may indicate overheating
- h. Perform Megger testing
- i. Identify potential electrical problems
- j. Survey and identify high temperature excursions
- k. Replace defective power outlets and related components
- l. Check electrical connections of all data center components such as PACU, UPS, Generator Set, ATS, Fire Suppression System, Security Access, Video Surveillance, Water Leak Detector System, Environmental Monitoring System, etc.

#### E.8 BACNet Systems and Water Leak Detection Systems

The following systems shall be covered by the CMS:

- a. AirTek BACnet systems in the JDC
- b. AirTek BACnet systems in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Actual test all connected field devices to ensure accurate calibration
- b. Check and inspect all integrated equipment and field device's interference for proper monitoring
- c. Check and inspect IMS components including Web Controller, Direct Digital Controller and Expansion Controllers
- d. Check and inspect remote connectivity
- e. Actual test email alerting features
- f. Calibration of the Datacenter Monitoring System
- g. Check if the audible alarms are operational
- h. Visually check the water leak sensor cable surrounding the datacenter area and repair/replace if necessary
- i. Check if alarms are relayed for remote monitoring system
- j. Check all communication equipment if operational
- k. Check and review the monitoring system setup to ensure proper settings
- l. Check and test the integration of, temperature and humidity sensors, power failure, water leak sensors, door access system, panel boards, power metering, fire suppression, UPS, PDU, PACU, CCTV systems, etc.
- m. Inspect all accessible wiring, network, enclosure, power supply, etc. and repair/replace if necessary

#### E.9 Biometric Access Control

The following access control systems shall be covered by the CMS:



- a. ZKA Access Control (F703MF), PIN-Biometric-Mifare access control in the JDC
- b. ZKA Access Control (F703MF), PIN-Biometric-Mifare access control in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Visually inspect all major components and internal sub-assemblies
- b. Check primary/mains and stand-by/backup power supplies
- c. Check operation of all door contacts and door ajar sounders
- d. Maintenance and version updates of security management software
- e. Check operation of locks/strikes, door closures, mechanical exit, readers, keypads and LEDs
- f. Check communication with all controllers and reset error logs
- g. Check operation of input/output controller
- h. Check door open times
- i. Carry out minor adjustments
- j. Clean the fingerprint reader
- k. Check the wires and cable connections
- l. Clean and inspect the access control including its peripherals i.e. EM lock mechanism, push to exit button

#### E.10 Data Center Lighting Systems

The following systems shall be covered by the CMS:

- a. One (1) set, Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast in the JDC
- b. One (1) set, Lighting System 2 x 28W T5 vapor and dust proof luminaire complete with Triconic Electronic Ballast in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Clean lighting lens fixture and remove dirt and debris, mildew, spider webs, etc. to enhance lighting performance
- b. Check if all fixtures are positioned and aimed optimally
- c. Check/inspect that no buried wires are exposed or damaged
- d. Replace lights every 1<sup>st</sup> quarter of PMS

#### E.11 Power Metering Systems

The following systems shall be covered by the CMS:



- a. CT meters installed in Panel Boards in the JDC
- b. CT meters installed in Panel Boards in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Inspect the CT meters installed in the panel boards
- b. Check the current, voltage, power and energy consumption for each circuit
- c. Check the connection for degradation and tightness, repair as required
- d. Check if the system is integrated with the Datacenter Monitoring System

#### E.12 K-Rated Input Transformers

The following systems shall be covered by the CMS:

- a. 150kVA Primary 230/ Secondary 380V in the JDC
- b. 125kVA Primary 380/ Secondary 230V in the JDC

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Inspect outward signs of overheating, corrosion, leaks, and deterioration
- b. Check and clean the unit and its surrounding area
- c. Check the environment temperature
- d. Check the tightness of electrical connections and component mountings
- e. Measure input voltage, output voltage and load currents, and compare with nameplate ratings. Use voltage compensation taps to correct voltage levels

#### E.13 Raised Floor System

The Raised Flooring system, 610 x 610 mm panel, complete with understructure and rubber insulation in the DRS shall be covered by the CMS:

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Sweep and/or dry/wet dust mop the entire raised floor area with floor cleaner
- b. Rotate solid and perforated panels for even wear
- c. Adjust understructure as necessary



- d. Replace broken edge trim if necessary
- e. Apply sealant to sub flooring for rubber insulation as necessary
- f. Vacuum-clean the rubber insulation installed underneath to remove dust and debris

#### E.14 Busbar

The following systems shall be covered by the CMS:

- a. 250A Busbar with 10 units of 16A and 10 units of 32A in the JDC
- b. 250A Busbar with 10 units of 16A and 10 units of 32A in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Clean and inspect the enclosure for damage, unusual odors, and corrosion
- b. Check electrical connections for degradation and tightness, and repair as necessary
- c. Check the input and output power supplies

#### F. Comprehensive Maintenance Services for the Replaced Equipment

##### F.1 Precision Air Conditioning Unit (PACU)

The following PACU's shall be covered by the CMS:

- a. One (1) 28 Tonner with dual scroll compressor in the JDC

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Review protected alarms
- b. Record temperature and humidity
- c. Record suction and discharge pressure of each compressor
- d. Observe the equipment's operation for signs of abnormality
- e. Vacuum clean or replace air filters whichever is applicable
- f. Clean water supply strainer and drain inside the machine
- g. Check and replace busted fuse when necessary
- h. Inspect and adjust fan belt tension when necessary
- i. Check and replace for possible worn out or defective electrical and mechanical components



- j. Calibrate sensors, control boards and other computerized components
- k. Perform any major corrective repairs, when necessary
- l. Monitor and observe unit operation and check if all components are functioning well

## F.2 Air Conditioning Units (ACU)

The following ACUs system shall be covered by the CMS:

- a. Two (2) Air Conditioning Units (2HP, Split type) in the JDC
- b. Eight (8) Air Conditioning Units (2HP, Split type) in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:

- a. Clean unit and air filter
- b. Clean cooling and condenser coils
- c. Check driver belt and replace if necessary
- d. Lubricate bearings as necessary
- e. Check operating unit, controller and condenser
- f. Comb fins of condenser and evaporate coil if necessary
- g. Measure current of all individual equipment
- h. Check all overload relays
- i. Check all electrical components for loosed connections and tighten as necessary
- j. Check refrigeration piping of gas leakage
- k. Check pulleys, motor mounts, condenser fan mounts etc.
- l. Check panel insulation
- m. Electronic Automatic Transfer Switch for the UPS Rooms
  - i. Check time delays, exercise clocks (adjust or reset if necessary)
  - ii. Check wirings

## F.3 CCTV and DVR Systems

The following CCTV systems shall be covered by the CMS:

- a. CCTV Cameras and DVR in the JDC
- b. CCTV Cameras and DVR in the DRS

At the minimum, the following standard procedures shall be applied in performing the PMS:



- a. Check all cameras' running conditions and overall performance of the system and rectify or replace defective systems
- b. Check the picture quality of each camera and correct monitor selection
- c. Clean camera lens and housing
- d. Check camera functions and movements, and ensure that fields of view are free from any obstruction
- e. Check if the DVR/NVR is recording properly and providing distortion-free recording
- f. Check communications and recordings of all IP and analog cameras with the DVR

## G. Warranty and Services Term

The comprehensive maintenance services shall commence upon receipt of the *Notice to Proceed* by the supplier. It shall continue for a period of three (3) years which is renewable and shall incorporate a price and service review checkpoint at the end of the contract.

## H. Terms of Payment

The SCP shall pay all applicable maintenance charges to the supplier on a quarterly basis for the CMS. The sales invoice which is payable within thirty (30) days upon receipt, shall be accompanied by a quarterly preventive maintenance service report.

On the other hand, the payment for the new equipment shall be based on the ensuing **Section I. SCHEDULE OF REQUIREMENTS FOR THE NEW EQUIPMENT.**

## I. Schedule of Requirements for the New Equipment

Item No.	Description	Payment Percentage	Schedule
1	Submission and Approval of Project Plan	10%	Five (5) working days upon receipt of Notice to Proceed
2	Delivery of New Equipment	50%	One Hundred Twenty (120) calendar days from Notice to Proceed
3	Installation and Commissioning	20%	One Hundred Twenty (120) calendar days upon delivery of all equipment



Item No.	Description	Payment Percentage	Schedule
4	Training	10%	Ten (10) days
5	Project Acceptance	10%	One (1) day
TOTAL		100%	

## 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 **COMPLETION DATE.** The Project must be completed within one hundred twenty (120) calendar days after receipt of the Notice to Proceed. Likewise, notwithstanding any provisions to the contract, the **COURT** shall have the right, power and privilege to extend or terminate the services of the **SUPPLIER/SERVICE PROVIDER** for valid cause whatsoever without need of judicial action by giving thirty (30) calendar days prior written notice to the **SUPPLIER/SERVICE PROVIDER**, which hereby agrees by the decision of the **COURT**.

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 **FORTY MILLION FIVE HUNDRED SEVENTY THOUSAND TWO HUNDRED FORTY PESOS & TEN CENTAVOS (P40,570,240.10) ONLY.**

3.4 **TERMS OF PAYMENT.** The **COURT** shall pay all applicable maintenance charges to the **SUPPLIER/SERVICE PROVIDER** on a quarterly basis for the CMS. The sales invoice which is payable within thirty (30) days upon receipt, shall be accompanied by a quarterly preventive maintenance service report. On the other hand, payment for the new equipment shall be based on Section VI. Schedule of Requirements of the bid documents.



## ARTICLE IV SUPERVISION OF WORK

4.1 **ACCESS TO THE SUPREME COURT.** The **COURT** shall grant the **SUPPLIER/SERVICE PROVIDER** access to the **Supreme Court** premises reasonably necessary for the **SUPPLIER/SERVICE PROVIDER** to deliver the Project and perform the services required under this Contract and the Official Bid Documents.

4.2 **SAFETY AND SECURITY.** The **SUPPLIER/SERVICE PROVIDER** shall strictly observe the sanitation, safety and security rules and regulations of the **Supreme Court** in the execution of this Contract. The **SUPPLIER/SERVICE PROVIDER** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as its works, equipment, installation and the like to be affected by the implementation of this Contract.

4.3 **ACCOUNT FOR DAMAGE.** Any damage to the building's equipment/facilities, directly or indirectly caused by the **SUPPLIER/SERVICE PROVIDER** or its personnel, shall immediately be repaired/replaced or restored by the **SUPPLIER/SERVICE PROVIDER** in its account.

## ARTICLE V REPRESENTATIONS/WARRANTIES

5.1 **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.

5.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER / SERVICE PROVIDER** agrees to guarantee the completed Project against manufacturing defects and poor workmanship for a period specified in the bidding documents from the date of issuance of the Certificate of Acceptance. In case of any defect and poor workmanship of the Project discovered or found within this period, the **SUPPLIER/SERVICE PROVIDER** shall make the necessary replacement or repairs at no expense to the **COURT**.

5.3 **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 VI PERFORMANCE SECURITY

6.1 **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; or (4) Performance Securing Declaration.

6.2 **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.

6.3 **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 VII TERMINATION OF CONTRACT

7.1 **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.



7.2 **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.

7.3 **TERMINATION FOR INSOLVENCY.** The COURT shall have the right to terminate this Contract if the SUPPLIER/SERVICE PROVIDER is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.

7.4 **TERMINATION FOR CONVENIENCE.** In any event, the COURT shall have the right to terminate this Contract, in whole or in part, by serving a thirty-day written notice to the SUPPLIER/SERVICE PROVIDER. The termination under this Section may be resorted to by the COURT if it has determined the existence of conditions that render the performance of the SUPPLIER/SERVICE PROVIDER economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous events or changes in law and national government policies.

7.5 **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.

7.6 **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 VIII VENUE OF ACTIONS

8.1 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)

INFINITECARE  
TECHNOLOGY SOLUTIONS,  
INC.  
(SUPPLIER/SERVICE  
PROVIDER)

Represented by:

MARIFE M. LOMBABO-CUEVAS

Represented by:

MARY JOYCELYN N. MIRANDA

SIGNED IN THE PRESENCE OF:

IVY B. SILVA

(Witness of TFS)



#### ACKNOWLEDGMENT

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

BEFORE ME personally appeared:

1) ATTY. MARIFE M. LOMBABO-CUEVAS with Supreme Court Identification Card No. 54279400; and

2) MS. MARY JOYCELYN N. MIRANDA with ID No. P47652496

known to me to be the same persons who executed the foregoing Contract for the Comprehensive Maintenance Services for the Judiciary Data Center (JDC) and Disaster Recovery Site (DRS) of the Supreme Court including Replacement of its Key Components and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of thirty-two (32) 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 APR 13 2022, 20\_\_\_ at the City of Manila, Philippines.

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