



Republic of the Philippines  
Supreme Court  
Manila

**SC-BAC-GS CONTRACT NO. 2023 - 03**

**CONTRACT FOR THE SUPPLY AND DELIVERY OF ORACLE  
DATABASE ENTERPRISE EDITION FOR THE OFFICIAL USE OF  
THE MANDATORY CONTINUING LEGAL EDUCATION OFFICE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into and executed this 3rd day of February 2023  
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. JESUSA JEAN D. REYES**, in her capacity as the Executive Officer, Mandatory Continuing Legal Education Office, as duly authorized by Supreme Court Resolution dated 10 January 2023 in A.M. No. 23-01-01-SC (*Re: Award of the Contract for the Procurement of Oracle Database Enterprise Edition for the Official Use of the Mandatory Continuing Legal Education Office*), referred to as the "**COURT**";


-and-

**RADENTA TECHNOLOGIES INC.**, a corporation organized and existing in accordance with Philippine laws, with principal business address at 724 Shaw Boulevard, Mandaluyong City, Metro Manila, Philippines, and represented by **MS. CRISHA VIEL C. ENRIQUEZ**, as duly authorized for the purpose by a Secretary's Certificate dated 17 November 2022, hereinafter referred to as the "**SUPPLIER**."

**WHEREAS**, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on 04 November 2022 an Invitation to Bid for the *Procurement of Oracle Database Enterprise Edition for the Official Use of the Mandatory Continuing Legal Education Office*. 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;

  
Witness (Supreme Court)

  
JESUSA JEAN D. REYES  
Supreme Court

  
CRISHA VIEL C. ENRIQUEZ  
(Witness) Radenta Technologies Inc.

  
CRISHA VIEL C. ENRIQUEZ  
Radenta Technologies Inc.



Witness (Supreme Court)

**WHEREAS**, the **SUPPLIER** won in the public bidding conducted by the **COURT** on 29 November 2022 and was recommended by the SC-BAC-GS in its Memorandum dated 20 December 2022, to be awarded the contract for the *Procurement of Oracle Database Enterprise Edition for the Official Use of the Mandatory Continuing Legal Education Office*, which recommendation was approved by the Court *En Banc* through its Resolution dated 10 January 2023 in (*Re: Award of the Contract for the Procurement of Oracle Database Enterprise Edition for the Official Use of the Mandatory Continuing Legal Education Office*);

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; and
- 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, and that prescribed in the Terms of Reference 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.

(Witness) Radenta Technologies Inc.

Radenta Technologies Inc.



Witness (Supreme Court)

1.3 **INCIDENTAL ITEMS.** This Contract shall include any and all such items, although not specifically mentioned, that can be reasonably inferred as being required for the Project's completion as if such items were expressly mentioned herein.

1.4 **FAILURE TO COMPLY.** If the **SUPPLIER** 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**. 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** or to which the **COURT** may be entitled to under the law and equity.

## ARTICLE II SCOPE OF WORK

2.1 The **SUPPLIER** shall comply with the Technical Specifications in Section VII of the Bidding Documents for the *Procurement of Oracle Database Enterprise Edition for the Official Use of the Mandatory Continuing Legal Education Office*, as follows:

Brand & Model Offered: Oracle Database Enterprise Edition	
TECHNICAL SPECIFICATIONS	
ITEM & DESCRIPTION	Minimum Requirements
Software Name	Oracle Database Enterprise Edition
License Type	Perpetual
Number of Licenses	25
Support	Oracle Premier Support for One (1) Year

Supreme Court

(Witness) Radenta Technologies Inc.

Radenta Technologies Inc.



Witness (Supreme Court)

Supreme Court

(Witness) Radenta Technologies Inc.

Radenta Technologies Inc.

### ARTICLE III

#### EFFECTIVITY, DELIVERY DATE, AND CONTRACT PRICE

3.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed. The term/duration of this Contract may be extended upon the mutual written consent of both Parties. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

3.2 **DELIVERY DATE.** Complete supply, delivery and deployment of the twenty five (25) units of Oracle Database Enterprise Edition, Name User Plus Perpetual shall be made to the Supreme Court within fifteen (15) calendar days from receipt of the Notice to Proceed (manually or via electronic means).

The **SUPPLIER** shall strictly comply with the schedule set forth, and to deliver output in conformity with the descriptions provided.

3.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the twenty five (25) units of Oracle Database Enterprise Edition, Name User Plus Perpetual by the **SUPPLIER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of **ONE MILLION FOUR HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY SIX PESOS (P1,470,546.00)**.

No advance payment shall be made as provided for in Section 88 of Presidential Decree (PD) No. 1445 (Government Auditing Code of the Philippines).

### ARTICLE IV

#### REPRESENTATIONS/WARRANTIES

4.1 **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.

4.2 **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 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**.





Witness (Supreme Court)

4.3 **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.

Supreme Court

4.4 **NON-SOLICITATION.** Each party warrants that it has not given any gift, consideration, commission, reward, grant, or endowment to any officer or employee of the other party or representative of such officer or employee in connection with the procurement, signing, or implementation of this Contract; nor has entertained any solicitation for any such gift, consideration, commission, reward, grant, or endowment in connection with the procurement, signing, or implementation of this Contract. Each party undertakes that it shall never attempt to give any gift, consideration, commission, reward, grant, or endowment to any officer or employee of the other party or representative of such officer or employee in connection with any agreement, deal, or arrangement between the parties, and shall immediately report to the other party's management any attempt by any of its officers or employees or representatives of such officer or employee to solicit any gift, consideration commission, reward, grant, or endowment in connection with any agreement, deal, or arrangement with said party.

#### ARTICLE V PERFORMANCE SECURITY

(Witness) Radenta Technologies Inc.

5.1 **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 acceptable to the **COURT**, 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 acceptable to the **COURT**, which is properly renewed or maintained during the effectivity of this Contract: 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 **COURT**; or (4) a Performance Securing Declaration.

Radenta Technologies Inc.



Witness (Supreme Court)

5.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the completion of its obligations under the Contract; 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**.

5.3 **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.

5.4 **AUTHORITY TO APPLY PAYMENTS.** Any payment or receivable due from the **COURT** in favor of the **SUPPLIER** under this Contract may be applied by the **COURT** to any unsettled claim against and/or unpaid account of the **SUPPLIER**. For this purpose, the **SUPPLIER** hereby grants unto the **COURT** the absolute and irrevocable power and authority to apply any amount due to the **SUPPLIER** to any unsettled claim of the **COURT** under this Contract.

#### ARTICLE VI CONFIDENTIALITY

6.1 The **SUPPLIER** agrees that any information, knowledge, data, or opinion obtained as a consequence of this Project, or by reason thereof, is **CONFIDENTIAL**. Such information shall not be used by any of the officers and employees of the **SUPPLIER**, or by any authorized representative thereof, for any purpose outside the implementation of this Project and except as may be required in carrying out the terms of this Contract.

6.2 The **SUPPLIER** agrees that breach of this confidentiality, through the unauthorized disclosure or dissemination of any information, or the use thereof for any unauthorized purpose, may subject the responsible officers, employees, and authorized representatives of the **SUPPLIER** to civil and criminal liability in the appropriate court or tribunal.

#### 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, which termination shall take effect immediately upon delivery to the **SUPPLIER** of the corresponding written notice, for default of the **SUPPLIER** or its breach or violation of the terms and conditions of this Contract, or for any other just cause, as determined by the **COURT**, which determination shall be final and binding upon the **SUPPLIER**.

Supreme Court

JESUSA JEAN D. REYES

(Witness) Radenta Technologies Inc.

CHERIE MNE CUEVA

Radenta Technologies Inc.

CRISHA VIEL C. ENRIQUEZ



Witness (Supreme Court)

- 7.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon delivery to the **SUPPLIER** of the corresponding Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged in any unlawful act or behavior, in respect of any matter pertaining to this Contract, before or during the implementation thereof.

Supreme Court

- 7.3 **TERMINATION FOR CONVENIENCE.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part, which termination shall take effect within thirty (30) days following the date of receipt by the **SUPPLIER** of the corresponding written notice, if it has determined the existence of conditions that make Project Implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies. For avoidance of doubt, the right to pre-terminate under this Clause shall not be extended to the **SUPPLIER**.

(Witness) Radenta Technologies Inc.

- 7.4 **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**.

- 7.5 **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 LIQUIDATED DAMAGES

Radenta Technologies Inc.

- 8.1 **LIQUIDATED DAMAGES.** The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **COURT** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.



## ARTICLE IX GOVERNING LAW AND VENUE OF ACTIONS

- 9.1 Notwithstanding any provision to the contrary in any of the documents made part of this Contract per Section 1.1 hereof, or any other documents executed subsequently in relation to and in compliance with the terms of this Contract, the parties agree that 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. This Contract shall be governed by the laws of the Republic of the Philippines.

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

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

**RADENTA TECHNOLOGIES  
INC.  
(SUPPLIER)**

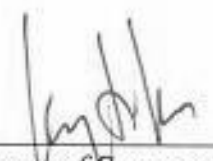
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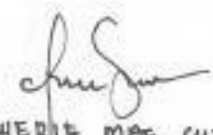
Represented by:

  
\_\_\_\_\_  
**JESUSA JEAN D. REYES**

  
\_\_\_\_\_  
**CRISHA VIEL C. ENRIQUEZ**

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
(Witness of Supreme Court)

  
\_\_\_\_\_  
CHERRY MAE CUNTA  
(Witness of Supplier)



**ACKNOWLEDGMENT**

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

**BEFORE ME** personally appeared:

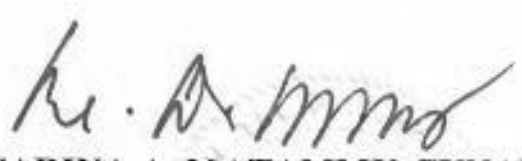
1) **ATTY. JESUSA JEAN D. REYES** with Supreme Court  
Identification Card No. 79056500; and

2) **MS. CRISHA VIEL C. ENRIQUEZ** with ID No. CRN-  
0111-3576272-0

known to me to be the same persons who executed the foregoing Contract for the *Supply and Delivery Oracle Database Enterprise Edition for the Official Use of the Mandatory Continuing Legal Education Office* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of nine (9) 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 FEB 6 2023,  
2023 at the City of Manila, Philippines.

  
**MARIA CARINA A. MATAMMU-CUNANAN**  
Deputy Clerk of Court  
and Chief Administrative Officer  
Supreme Court

Witness (Supreme Court)

Supreme Court

(Witness) Radenta Technologies Inc.

Radenta Technologies Inc.

