



Republic of the Philippines
Supreme Court

Bids and Awards Committee for Consultancy Services

SC BAC CS CONTRACT NO. 2022 - 01

**CONTRACT FOR THE CONSULTING SERVICES FOR THE
CONDUCT OF PROCESS MAPPING ANALYSIS IN THE
JUDICIARY UNDER THE ECOURT PROJECT VERSION 2.**

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into and executed this ____ day of
DEC 15 2022 20__ 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-

PUYAT JACINTO AND SANTOS LAW (PJS Law) organized and existing in accordance with Philippine laws, having a principal business address at 10F 8 Rockwell Bldg., Hidalgo cor. Plaza Drives, Rockwell Center, Makati represented by **ATTY. REGINA STELLA JACINTO-BARRIENTOS** in her capacity as Authorized Representative referred to as the **"CONSULTANT"**.

WHEREAS, the Supreme Court Bids and Awards Committee for Consultancy Services (SC BAC CS) issued on 09 July 2021, a Request for Expression of Interest on the Procurement of Consulting Services for the conduct of Process Mapping Analysis in the Judiciary under the eCourt Project Version 2 and posted it on PhilGeps, Supreme Court website and in conspicuous places within the **COURT's** premises;

Witness (Supreme Court)

ATTY. MARIFE M. LOMIBAO-CUEVAS
Supreme Court

Witness (PJS Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS
PJS Law



WHEREAS, the **CONSULTANT** won in the public bidding conducted by the Court and was recommended by the SC BAC CS in its Memorandum dated 08 September 2022 to be awarded the contract for the Consulting Services for the conduct of Process Mapping Analysis in the Judiciary under the eCourt Project Version 2;

WHEREAS, pursuant to the Resolution dated 20 September 2022, the Court *En Banc* awarded the contract for the *Consulting Services for the conduct of Process Mapping Analysis in the Judiciary under the eCourt Project Version 2* to the **CONSULTANT** which offered a bid of amount of **THREE MILLION PESOS (₱3,000,000.00) inclusive of Taxes**;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bidding Documents of the subject procurement; (b) the Bid Forms and the Price Schedule submitted by the **CONSULTANT**; (c) the General Conditions of the Contract; (d) the Special Conditions of the Contract; and the (e) Notice of Award.

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **CONSULTANT** hereby agree on the following terms and conditions of the contract:

ARTICLE I OBLIGATIONS OF THE CONSULTANT

The **CONSULTANT** shall comply with the following Terms of Reference:

TERMS OF REFERENCE

Technical Consulting Services for the Conduct of Process Mapping Analysis in the Judiciary under the eCourt Project version 2 of the Supreme Court

I. Background & Objectives

The eCourt Project version 2 (eCourt v.2.0) is one of the judicial reform initiatives of the Supreme Court (SC) of the Philippines that aims to utilize technology as an enabler for swift and efficient dispensation of justice. It is

Witness (Supreme Court)

ATTY. M. LOMBARD-CUEVAS
Supreme Court

Witness (PJS Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS
PJS Law



envisioned that eCourt v.2.0 will provide a unified, comprehensive, and intelligent case management system for the entire Judiciary – covering cases filed from the first and second level courts, and all the way up to the SC.

The eCourt v.2.0 aims to fortify the gains and benefit from its predecessor through a more holistic approach by instituting the use of innovative technological solutions, effective change management processes, techniques, and tools in promoting, advocating, and safeguarding the integrity of the Judiciary.

In order to achieve this goal, the eCourt v.2.0 envisions to utilize technological innovations that will enhance court workflow processes and mechanisms, institute efficient data management, and increase virtual access to courts.

To support the delivery of the outputs of the eCourt v.2.0, a comprehensive process mapping will be undertaken in all court levels to visually present and document all court workflow processes involved in the management of the entire cycle of a case, capturing both legal and administrative aspects. The intended Judiciary Process Map shall serve as the primary basis for the development of the unified, comprehensive, and intelligent case management system for the entire Judiciary.

While the eCourt system v.2.0 shall primarily be used by the courts, it must also benefit other pillars of the justice system, with interfaces provided for:

- Institutions providing initiatory and subsequent information necessary to conduct the adjudication process (*e.g.*, Prosecution Service of the Department of Justice, Public Attorney's Office, the Office of the Ombudsman, and the Philippine National Police, among others);
- Institutions requiring information that results from the adjudication process at various stages (*e.g.*, Prosecution Service of the Department of Justice, Philippine National Police, Bureau of Immigration, Bureau of Corrections, Bureau of Jail Management and Penology, etc.);
- The Public - the citizens seeking access to the Justice system.

Witness (Supreme Court)

ATTY. M. LOMBARD CUEVAS
Supreme Court

Witness (PJS Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS
PJS Law



Witness (Supreme Court)

II. Scope of Work and Deliverables

The Judiciary Process Map intends to provide a visual representation of the court workflow processes involved in the management of the entire cycle of a case capturing both its legal and administrative aspects. Further, it aims to analyze existing manual and automated processes (formal and informal) practiced by the entire Judiciary.

Under the supervision of the eCourt Project Steering Committee and in close coordination with the eCourt Project Secretariat, the technical consulting service provider will be responsible for the Process Mapping Analysis that will have the following scope of work:

1. Development of Process Mapping Analysis Plan/Design covering the following areas:
 - 1.1 The Rules of Court, which covers the following:
 - 1.1.1 Civil procedure,
 - 1.1.2 Criminal procedure,
 - 1.1.2.1 Revised Guidelines for Continuous Trial of Criminal Cases
 - 1.1.3 Special proceedings, and
 - 1.1.4 Other special rules of procedure, such as, but not limited to, Rules of Intellectual Property Rights Cases, Rules on Small Claims, Rules on Summary Procedure, Rules on Cybercrime Warrants, Rule on Violence against Women and Children.
 - 1.2 Non-judicial processes and mechanisms (including administrative processes, and inter-court coordinating mechanisms)
2. Undertake a comprehensive process mapping activity that will analyze the following:
 - 2.1 court flow process reflecting end-to-end procedure involved in managing a case, covering cases filed from the first and second level courts, and all the way up to the SC.
 - 2.2 court processes and mechanisms in managing non-judicial functions of the courts (e.g. marriages, internal administrative processes, and inter-court coordinating mechanisms)

ATTY. M. LOMBRADO-CUEVAS

Supreme Court

Witness (PJS Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS

(PJS Law)



Witness (Supreme Court)

3. Formulate a standardized and streamlined court process
4. Development of the Judiciary Process Map Manual

III. Timelines/Deliverables

1. **Implementation Period.** The process mapping analysis shall be completed within 16 weeks spread over **FOUR (4) MONTHS**, commencing from the date of receipt of the Notice to Proceed (NTP) by the winning Consulting Firm. The Consulting Firm shall be released from its commitment to the contract not more than two (2) weeks upon acceptance by the SC of the final report.
2. **Deliverables and Timelines.** The main outputs will be the generated process map of the Judiciary and the process map manual discussing the entire processes mapping analysis and its results. In the implementation of the process mapping analysis, the Consulting Firm shall submit to SC for validation and approval of the deliverables of each activities/milestones, following the schedule below:

Deliverables	Timeline
Inception Report (1 hard copy with electronic copy), which includes, among others, the work plan that identifies in detail the design and procedures/processes to be utilized for the undertaking	Within two (2) weeks from the date of receipt of the NTP
Process Map Analysis Plan/Design (1 hard copy with electronic copy), which takes into account the inputs/comments from the eCourt Project Manager (PM)	Within four (4) weeks from the date of receipt of the NTP
Interim Report containing the conduct of the Process Mapping Activity (<i>in all court levels</i>) (1 hard copy with electronic copy), which takes into account the inputs/comments from the eCourt PM	Within ten (10) weeks from the date of receipt of the NTP
Final Report (2 hard copies with electronic copy) including the judiciary court process map and manual, which takes into account the final comments from the eCourt PM	Within sixteen (16) weeks from the date of receipt of the NTP

IV. Remuneration

For this engagement, the approved budget for the technical consulting services shall not exceed the amount of Three Million Pesos

ATTY. REGINA STELLA JACINTO-BARRIENTOS

PJ& Law

Witness (PJ& Law)

ATTY. M. LOMIBAG-CUEVAS

Supreme Court



(P3,000,000.00), inclusive of tax, payable according to the following schedule and submission of the following deliverables:

PERCENTAGE OF PAYMENT	AMOUNT	PAYMENT SCHEDULE
10%	P300,000.00	Upon submission and approval of the Inception Report
25%	P750,000.00	Upon submission and approval of the Process Mapping Analysis Plan/Design
25%	P750,000.00	Upon submission and approval of the Interim Report
40%	P1,200,000.00	Upon submission and approval of the Final Report and other deliverables
TOTAL: 100%	P3,000,000.00	

V. Performance Expectations

The technical consulting service provider shall perform the services with highest professional and ethical standards, to wit:

1. Shall not disclose activities to any external party/ies that may be in conflict with the interest of the Judiciary and its instrumentalities; the Supreme Court, the Court of Appeals, the Sandiganbayan, the Court of Tax Appeals, the lower courts and all other bodies that form part of the Judiciary;
2. Shall not engage in any activity, and shall avoid any action or make any kind of public pronouncement, which may adversely affect the Judiciary and the offices concerned;
3. Shall not divulge to any other party any confidential information relating to his/her services under the Process Mapping Analysis without the prior written consent of the SC even after the termination of their engagement;
4. Shall take into account that any unpublished information provided by the Judiciary to the Technical Expert/s shall be used solely to facilitate performance of duties and preparation of expected outputs; and
5. Shall conform to the agreement that the outputs, reports, and other materials produced by Technical Expert/s shall be exclusively owned by the Supreme Court.

Witness (Supreme Court)

ATTY. M. LOMBAO-CUEVAS
Supreme Court

Witness (P/S Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS
P/S Law



ARTICLE II
COMPLEMENTARY NATURE and INCIDENTAL ITEMS.

- 2.1. 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.
- 2.2. 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, subject to the grant by the **COURT** of an extension of the timelines and periods specified in this Contract as may be necessary and reasonable under the circumstances and requested by the **CONSULTANT**.

ARTICLE III
TERMINATION OF CONTRACT

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

Witness (Supreme Court)

ATTY. M. LOMBAGO-CUEVAS
Supreme Court

Witness (PJS Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS
PJS Law



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 **CONSULTANT**.

- 3.4 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **CONSULTANT** 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 **CONSULTANT**, or breach of this Contract and the Official Bid Documents by the **CONSULTANT**.
- 3.5 **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.

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

SUPREME COURT OF THE
PHILIPPINES

PUYAT JACINTO AND
SANTOS LAW

Represented by:

Represented by:

MARIFE M. LOMIBAO-CUEVAS

ATTY. REGINA STELLA
JACINTO-BARRIENTOS

Witness (Supreme Court)

ATTY. M. LOMIBAO-CUEVAS
Supreme Court

Witness (PJS Law.)

ATTY. REGINA STELLA JACINTO-BARRIENTOS
PJS Law



ACKNOWLEDGMENT

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

BEFORE ME personally appeared:

1. **ATTY. MARIFE M. LOMIBAI-CUEVAS** with Supreme Court Identification Card No. 54279400;
2. **ATTY. REGINA STELLA JACINTO-BARRIENTOS** with ID No. UMID CRN No. 0033-3003886-2


known to me to be the same persons who executed the foregoing Contract for the *Consulting Services for the conduct of Process Mapping Analysis in the Judiciary under the eCourt Project Version 2* 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
DEC 15 2022, 20__ at the City of Manila, Philippines.


MARIA CARINA A. MATAMMU-CUNANAN

Deputy Clerk of Court
and Chief Administrative Officer
Office of Administrative Services
Supreme Court


Witness (Supreme Court)


ATTY. M. LOMIBAI-CUEVAS
Supreme Court


Witness (PJS Law.)


ATTY. REGINA STELLA JACINTO-BARRIENTOS
PJS Law