



**Supreme Court**

**Bids and Awards Committee for the Halls of Justice**

**NOTICE TO PROCEED**

**Engr. NOEL GONZALES PUNU**  
Owner  
**NGP Construction**  
No. 01 Dona Rosa Adou St.  
Toril, Davao City

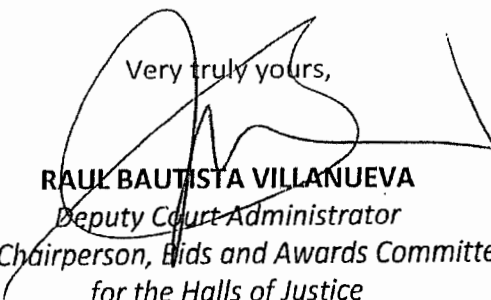
Dear Engr. Punu:

In connection with the Repair and Rehabilitation of the **Hall of Justice in Bislig, Surigao Del Sur** in the contract amount of **SIX MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED SIXTY SEVEN PESOS AND 72/100 (Php6,527,467.72)** You are hereby directed to commence work for the subject project, within a period of One Hundred Fifty (150) calendar days. Day one (1) for the execution shall be indicated in the Notice of Site Possession.

Please acknowledge receipt hereof by returning the duly signed copy of this notice within three (3) days.

21 November 2018

Very truly yours,

  
**RAUL BAUTISTA VILLANUEVA**  
*Deputy Court Administrator  
and Chairperson, Bids and Awards Committee  
for the Halls of Justice*

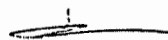
I acknowledge receipt of this Notice on

February 14, 2019

Name of Contractor's Representative:

ENGR. NOEL G. PUNU

Authorized Signature:





**Supreme Court**  
**Bids and Awards Committee for the Halls of Justice**

**NOTICE OF AWARD**

August 23, 2018

Engr. NOEL GONZALES PUNU  
Owner  
NGP Construction  
No. 01 Dona Rosa Adou St.  
Toril, Davao City

Re: Procurement of Works Contractor for the Repair and  
Rehabilitation of the Hall of Justice in Bislig, Surigao Del  
Sur.

Dear Engr. Punu:

Relative to the subject procurement conducted by the Bids and Awards Committee for the Halls of Justice, please be advised that the Supreme Court En banc, through its Resolution dated -0 august 2018 in A.M. No. 18-08-07-SC (*Re: Award of Contract for the Repair and Rehabilitation of the Hall of Justice of Bislig, Surigao Del Sur, in favor of NGP Construction*), has approved the recommendation to award the said repair and reahbilitation of the Hall of Justice in *Bislig, Surigao Del Sur* to NGP Construction based on the following proposal:

Name and Address of Proposed Building to be Repaired	HALL OF JUSTICE IN BISLIG, SURIGAO DEL SUR Poblacion, Bislig, Surigao Del Sur
Contract Amount for the project	Six Million Five Hundred Twenty-Seven Thousand Four hundred Sixty-Seven Pesos and 72/100 (Php6,527,467.72)

You are hereby required to provide within ten (10) days from receipt hereof the performance bond in the form the amount stipulated in the Instruction to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of your bid security.

Please acknowledge receipt and conformity hereof by returning the duly signed notice within three (3) days therefrom.

Very truly yours,

**RAUL BAUTISTA VILLANUEVA**  
Deputy Court Administrator and  
Chairperson, Bids and Awards Committee for  
the Halls of Justice

Conforme: \_\_\_\_\_

Engr. Noel G. Punu  
Owner

NGP CONSTRUCTION

Date AUG 24 2018



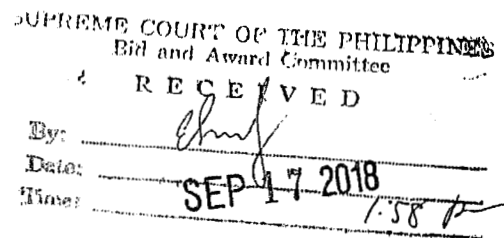
# NGP CONSTRUCTION

No. 01 Doña Rosa Adou St., Toril Davao City (Beside Davao Central College)  
Tel. No.: (082) 291-2801 • Telefax No.: (082) 291-2409  
Email: ngp\_construction@yahoo.com

**GENERAL ENGINEERING \* BUILDING CONTRACTOR \* SURVEYING \* TRADING/SUPPLIES**

August 30, 2018

**ATTY. RAUL BAUTISTA VILLANUEVA**  
Deputy Court Administrator  
Chairperson, BAC for Halls of Justice  
Supreme Court of the Philippines  
Taft Avenue, Corner Padre Faura,  
Metro Manila



Subject : **Procurement of Works Contractor for the Repair and Rehabilitation of the Hall of Justice in Bislig, Surigao Del Sur**

Dear Atty. Villanueva:

Respectfully forwarding to your good office the Performance Bond issued by Milestone Guaranty and Assurance Corp. intended for the above mentioned project.

Hoping that you may find the above document acceptable.

Thank you.

Very truly yours,

**ENGR. NOEL G. PUNU**  
Owner/Gen. Manager

H.O. Control No.: 1

2

Milestone G(13)B:



### Milestone Guaranty and Assurance Corp.

2054 Balance Management Bldg. 1-4th Flr. Saygen St., Zone 70, Brgy. 719, Malate, NCR,  
City of Manila, First District, Philippines 1004  
Tel. No.: (02) 353-8024 (Connecting all departments) Fax : 523-7775  
E-mail: info@milestoneguaranty.com P.O. Box 3092 Manila  
VAT REG. IN - 001-094-068-00000

(B) No 2175546

### OFFICIAL RECEIPT

"August 28, 2018"

Received from: NGP Construction TIN \_\_\_\_\_  
and address at #1 Dona Adou St., Toril, Davao City  
engaged in the business style of NGP Construction  
the sum of Twelve Thousand Six Hundred Thirteen Pesos & 49/100 Only pesos

in payment of the following Premiums:	
Policy No. <u>G(13)B 241 0059</u>	Rate No. _____
Term: From: <u>"August 28, 2018"</u>	, 20 _____
To: <u>"August 28, 2019"</u>	, 20 _____
Allied Perils Premium	<u>9,791.20</u>
Documentary Stamps	<u>1,223.90</u>
2% Fire Service Tax	
Local Business Tax	<u>73.43</u>
Notarial Fees	<u>350.00</u>
Indemnity/Acknowledgment	
Others	
Total Sales (VAT Inclusive)	
Less: VAT	
Total	
Total Due	
Less: Withholding Tax	
Add VAT	
Amount Due	
VATable Sales	
VAT-Exempt	
Zero Rated Sales	
VAT Amount	<u>1,174.94</u>
Total Due	<u>12,613.48</u>

Form of Payment	Bank	Amount Rec'd.
Cash		
Check		
PMO		
Total		

Total Due ₱ 12,613.48  
Thank you,  
By: Eduardo Pastera

Cashier

Printer's Accreditation No. 028MP2013000000000  
Date Accredited: 12-17-2013  
THIS OFFICIAL RECEIPT SHALL BE VALID FOR (5) YEARS  
FROM THE DATE OF ATP

SDOO Bkts. (50x4) B2025001 - B2275000  
BIR Authority to Print No. OCNBAU0001078452E  
Date issued: 07-11-2017 Valid Until: 07-10-2022

BMS Printing Services Tel.: 270-1107 / 0920-7076263  
65 B Kaglilingan St. Muzon, District I, Malabon City  
Non VAT Reg. TIN: 100-832-055-000

H.O. Control No.: 1374

241 0059

Milestone G(13)B: \_\_\_\_\_



Premium	_____
Doc. Stamps	_____
Premium VAT	_____
Indemnity	_____
LBT	_____
Notarial	_____
Others	_____
Total	_____

### Milestone Guaranty and Assurance Corp.

2654 Balahnce Mgm't. Bldg. 1<sup>st</sup>-4<sup>th</sup> Flr., Saygan St., Brgy. 719, Zone 78, Malate, Manila, 1004  
 Tel. No.: (02) 353-8024 (Connecting all Departments) Fax: 523-7775 Email: info@milestoneguaranty.com  
 P.O. Box 3692 Manila  
 VAT Reg. TIN – 001-094-068-000  
 Since 1962

#### PERFORMANCE BOND (SURETY BOND)

(Performance Security pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184)

KNOW ALL MEN BY THIS PRESENTS:

That we, NGP CONSTRUCTION  
 By Engr. Noel G. Puru  
01 Dona Rosa Adou St., Toril, Davao City  
 as Principal, and Milestone Guaranty and Assurance Corp., a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto Supreme Court of the Philippines  
 as procuring entity/Obligee in the sum of Pesos One Million Nine Hundred Fifty Eight Thousand Two Hundred Forty Pesos & 32/100 Only  
 (P. 1,958,240.32), Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the above-bounden-Principal entered into a contract with the Obligee for the:

**Procurement of Works Contractor for the Repair and Rehabilitation of the Hall of Justice in Bislig, Surigao del Sur, or as described in A.M. No.: 18-09-07-SC dated August 7, 2018**

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the Principal under the contract within the period of August 28, 2019 as specified in the bidding documents/terms of reference pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184 and an additional one year (1) coverage from date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the Implementing Rules and Regulations (IRR) of R.A. 9184.

This bond is callable on demand. The liability of the surety company shall in no case exceed the sum of One Million Nine Hundred Fifty Eight Thousand Two Hundred Forty Pesos & 32/100 Only (P. 1,958,240.32) Philippine Currency. In case of default or failure of the Principal, the Obligee shall notify the Surety by sending the notice of claim with attached supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said contract, R.A. No. 9184 and its Implementing Rules and Regulations, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 28th day of August 202018 at City of Davao

egp  
ROSE P. ROSAL  
 Witness to Principal

NGP CONSTRUCTION  
 By Engr. Noel G. Puru  
 Principal

MILESTONE GUARANTY AND ASSURANCE CORP.

# ACKNOWLEDGEMENT

ATC 1

REPUBLIC OF THE PHILIPPINES)  
City of Davao ) S.S

This is to certify that on this 28th day of August /2018, 20 before me, the undersigned authority, personally appeared:

1.	Name	Representing	CTC	Issued at	Date
	Noel G. Punu		TIN# 150-222-374		
2.					
3.					

and Edelyn D. Cab exhibiting Resident Certificate No. - 09024432 ~~Holder~~ issued at Davao City on January 8, 2018, 20 representing the MILESTONE GUARANTY AND ASSURANCE CORP., the individuals named in and who executed the foregoing document and acknowledge to me that they executed the same as their free and voluntary act and deed of the company which NGP Construction represents for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 28th day of August 28, 2018, 20

Doc. No. 312  
Page No. 60  
Book No. LX  
Series of 2018

Atty. Stephen Don Q. Munez  
Notary Public  
Until December 31, 2019  
IBP No.: 018136 - 12-04-17  
Roll No.: 65267  
MCLE Compliance Cert. Exempt.

REPUBLIC OF THE PHILIPPINES)  
City of Davao ) S.S


Edelyn D. Cab of the MILESTONE GUARANTY AND ASSURANCE CORP., having been duly sworn, states and deposes that the said MILESTONE GUARANTY AND ASSURANCE CORP., is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal office in Manila, and duly authorized to execute and furnish surety bonds for all purposes within the Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit:

One Million Nine Hundred Fifty Eight Thousand Two Hundred Forty Pesos & 32/100 Only (Php 1,958,240.32) Philippine Currency, over and above all just debts and obligations and property exempt from execution.

MILESTONE GUARANTY AND ASSURANCE CORP.  
By: Edelyn D. Cab  
Branch Manager

Corp. CTC. No. C- 00142884  
Issued at Manila  
Issued on January 12, 2018

SUBSCRIBED AND SWORN to before me this 28th day of August /2018, 20 at City of Davao, Philippines, exhibiting CTC. No. 09024432  
Issued at Davao City on January 8, 2018, 20

Doc No. 313  


Atty. Stephen Don Q. Munez  
Notary Public  
Until December 31, 2019

Btg. 2016/71-R  
(No.) 2016/71-R



Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
KOMISYON NG SEGURO  
INSURANCE COMMISSION

**KATIBAYAN NG PAGKAMAYKAPANGYARIHAN**  
CERTIFICATE OF AUTHORITY

**ITO AY PATUNAY** na ang **MILESTONE GUARANTY AND ASSURANCE CORPORATION**  
This is to certify that **NG LUNGSOD NG MAYNILA, PILIPINAS**

na isang pang **DI-BUHAY**  
isang **SOA LAR**  
**(FIRE, MARINE, CASUALTY & SURETY)**

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
This certificate is issued to the company, which complies with all requirements of the

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pingkakaaloban  
of the Philippines in connection with the business of insurance companies authorized to do so in the

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegeyo ng  
this **CERTIFICATE OF AUTHORITY** to transact

uri ng seguro na itinakda sa taas hanggang ikalabingdalawa ng hatingsabi ng ikatatlumpu't isang  
this class of insurance business as set forth in the attached schedule of classes of insurance

araw ng Disyembre, taong dalawang libo't labing-wala  
day of December 2018

maliban kung agad na hawin o pigilin ng may nakatuwirang dahilan.  
unless sooner revoked or suspended for cause.

Bilang **KATUNAYAN NITO**, inilugda ko ang aking paglalaran  
As **WITNESS HERETO**, I have signed and affixed my official seal

at ikinitul ang Opisyal na Tatak ng aking Tanggapan  
and caused the Official Seal of my Office to be hereunto affixed

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
at the City of Manila, Philippines. This becomes

simula ika-isa ng Enero 2016.  
effective on 1 January 2016.



**CERTIFIED TRUE COPY**

*Emmanuel F. Booc*  
**EMMANUEL F. BOOC**  
Insurance Commissioner

\*AG No. 20 issued on  
November 16, 1962

*Edelyn D. Cab*  
**EDELYN D. CAB**  
Branch Manager

Date Issued \_\_\_\_\_

CONTRACT



**CONTRACT FOR THE REPAIR AND REHABILITATION OF  
THE HALL OF JUSTICE AT  
BISLIG, SURIGAO DEL SUR**

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT**, executed on 14<sup>th</sup> day of November, 2018 in the City of Manila, Philippines, 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 in this **CONTRACT** by **COURT ADMINISTRATOR JOSE MIDAS P. MARQUEZ**, duly authorized to enter into this transaction pursuant to Supreme Court **En-Banc Resolution** dated **07 August 2018 in A.M. No. 18-08-07-SC**, attached as Annex "A", hereinafter referred to as the "**OWNER**";

and

**NGP CONSTRUCTION**, a construction corporation, with principal office and place of business No. 01 Dona Rosa Adou St. Toril, Davao City, represented in this **CONTRACT** by **Engr. NOEL GONZALES PUNU** in his capacity as **Owner** of the construction corporation, duly authorized to enter into business pursuant to Department of Trade and Industry with Certificate Number 05335057 attached as (Annex "B"), hereinafter referred to as the "**CONTRACTOR**";

**WITNESSETH:**

**WHEREAS**, the **OWNER** intends to repair and rehabilitate the Hall of Justice at **BISLIG, DEL SUR**, hereinafter referred to as the **PROJECT**;

**WHEREAS**, the **PROJECT** has an approved budget in the amount of **Six Million Five Hundred Sixty Five Thousand Three Hundred Seventy Four Pesos and 70/100 (Php 6,565,374.70)** pursuant to the En Banc Resolution A.M. 10-1-10-SC dated 14 February 2017.

**WHEREAS**, the Bids and Awards Committee for the Halls of Justice (BAC-HOJ) requested authority from the Court to conduct procurement of this project in accordance with the provision of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 otherwise known as the Government Procurement Act, as amended.

*Rosal*  
ROSE P. ROSAL

*Ulgado*  
LILIANNE E. ULGADO

*Punu*  
NOEL G. PUNU

*Marquez*  
JOSE MIDAS P. MARQUEZ

**WHEREAS**, after the detailed evaluation and post qualification of its bids documents, **NGP CONSTRUCTION** was determined and declared by the BAC-HOJ to be post qualified;

**WHEREAS**, the Supreme Court approved the award of the Contract for the **PROJECT** in the amount of **Six Million Five Hundred Twenty-Seven Thousand Four hundred Sixty-Seven Pesos and 72/100 (Php6,527,467.72)** to the **CONTRACTOR** pursuant to Supreme Court En-Banc Resolution dated **07 August 2018 in A.M. No. 18-08-07-SC**;

**WHEREAS**, the **CONTRACTOR** is willing to perform and accomplish the **PROJECT** set forth in Article I of this Contract; and

**NOW, THEREFORE**, the **OWNER** and the **CONTRACTOR**, for and in consideration of the foregoing stipulations herein set forth, agree as follows:

#### ARTICLE I - SCOPE OF WORK

1.1. The **CONTRACTOR** shall furnish all labor and materials and perform all necessary works for the following:

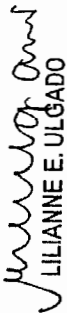
a. **PRELIMINARY WORKS**

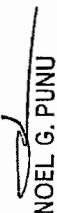
- Mobilization and Demobilization
- Application for the necessary permits, bonds and insurances
- Temporary facilities and removal after completion of the project (storage room, workers sleeping quarters, offices, portalets, meeting room, water and power consumptions)
- Health and safety requirements
- 


#### REPAIR AND REHABILITATION COST

- REMOVAL WORKS AND STOCKPILING
- ROOFING WORKS AND FRAMINGS
- SCHEDULE OF WINDOWS AND WINDOWS
- CEILING WORKS
- SOIL TREATMENT AND SIPHONING
- REHABILITATION OF ALL TOILETS
- CONSTRUCTION OF CHB WALLS
- TILE WORKS (Toilets)
- FABRICATION OF CABINETS, STEEL SHELVES AND ROSTRUM
- FABRICATION AND INSTALLATION OF BOARDS
- PAINTING WORKS

  
ROSE P. ROSAL

  
LILIANNE E. ULGADO

  
NOEL G. PUNU

  
JOSE MIDAS P. MARQUEZ

- FABRICATION AND INSTALLATION OF SIGNAGE
- ELECTRICAL WORKS
- AUXILLARY WORKS
- FIRE DETECTION AND ALARM SYSTEM

#### FURNITURE, FIXTURE AND EQUIPMENT (FFE) COST

- SUPPLY OF FURNITURES
- SUPPLY AND INSTALLATION OF AIRCONDITIONING UNITS
- FIRE EXTINGUISHERS

#### b. ROOFING WORKS

- Installation of new pre-painted long span corrugated G.I. sheets, Gauge 24 with complete bended accessories and hardware

#### c. ROOF FRAMING

- Installation of new steel roof framing including connection and installation accessories
- Cleaning and painting of all steel materials

#### d. WATERPROOFING WORKS AND DOWNSPOUT INSTALLATION

- Installation of 3.0 mm thick waterproofing membrane at the front canopy
- Installation of 3" Ø bronze dome type strainer at the front canopy
- Installation of new 4"Ø PVC-Series 1000 downspouts including dome type strainer and strap supports
- **Installation of dome type strainers for stainless gutter**
- Painting of the installed PVC downspout
- Tapping of the downspout to the catch basin and drainage system

#### e. CEILING WORKS

- Installation of acoustic ceiling board on exposed tee system at the Judge Chamber, Staff Room and Court Room.
- Installation of 3.5mm fiber cement board ceiling on metal suspension system at the eaves ceiling, CR, and Storage Room.

#### f. FLOOR FINISH

- Installation of 0.30m X 0.30m unglazed ceramic floor tiles at the Judge Chamber, court room, staff room and lobby.

*Rose R. Rosal*  
ROSE R. ROSAL

*Lilianne E. Ulgado*  
LILIANNE E. ULGADO

*Noel G. Punu*  
NOEL G. PUNU

*Jose Midas P. Marquez*  
JOSE MIDAS P. MARQUEZ

- Application of epoxy paint on plain cement finish at the records room.

**g. REHABILITATION OF JUDGE CHAMBER AND PUBLIC CR**

- Installation of the following:
  1. Lavatory including faucets and other accessories
  2. Water closets and accessories
  3. Toilet paper holder
  4. PVC door including door jambs, locks, and accessories
  5. 0.20m X 0.20m floor and wall tiles including floor drains
  6. Replacement/rehabilitation of defective/clogged sewer lines
  7. Siphoning, cleaning and rehabilitation of the existing septic tank/s

**h. DOORS AND WINDOWS**

- Installation of double leaf, 44mm thick combination of solid wood border with 25mm thick marine plywood and glass slit opening including wood door jambs on stain finish at the main entrance of Court Rooms. (D1)
- Installation of single leaf, 44mm thick combination of solid wood border with 25mm thick marine plywood and glass slit opening including wood door jambs on stain finish at door entering the staff room. (D2)
- Installation of single leaf, 44mm thick hollow core door on 6mm thick ordinary plywood both face including wood door jamb on stain finish at the Storage Room and access door from Judge Chambers to Staff rooms and Court room. (D3)
- Installation of PVC door with louvers, door jamb and other accessories. (D4)
- Installation of windows. See plan for window schedule.

**i. ADDITIONAL PARTITION WALL AND CLOSING OF OPEN CHB WALL**

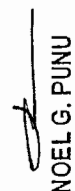
- Closing with 4" CHB and plastering of the open CHB wall due to the removal of existing wood louvers at the Judge chamber, court room and above D1 and D2.
- Closing with 4" CHB and plastering of the open CHB wall due to the removal of existing French window at the court room main door.
- Closing with 6" CHB, plastering and paint finish of existing W2 at the records room.
- Additional 4" CHB wall partition at the records room.


**j. PAINTING WORKS**

- Painting of the entire interior and exterior walls

  
ROSE B. ROSAL

  
LILIANNE E. ULGADO

  
NOEL G. PUNU

  
JOSE MIDAS P. MARQUEZ

*Rosal*  
ROSE P. ROSAL

*Ulgado*  
LILIANNE E. ULGADO

*Punu*  
NOEL G. PUNU

*Marquez*  
JOSE MIDAS P. MARQUEZ

- Painting of the entire gypsum board, and concrete under slab ceiling
- Painting of exposed under-slab ceiling
- Application of elastomeric paint at front and side canopies and parapet wall.

k. **ELECTRICAL WORKS**

- Furnishing and installation of Service Entrance raceways and cables.
- Furnishing and installation of power and lighting branch circuit wires and raceway system.
- Furnishing and installation of Panel Boards and circuit breakers.
- Furnishing and installation of wiring devices.
- Furnishing and installation of boxes, pull boxes, hangers and conduit supports for feeder, power and lighting branch circuit.
- Furnishing and installation of lighting fixture.
- Furnishing and installation of grounding system.
- Testing and commissioning of electrical system.

I. **SUPPLY AND INSTALLATION OF FURNITURE**

- **JUDGE CHAMBERS**  
Supply and delivery of Judge Table & Judge Chair, Judge Chamber Visitor's Chair, Two Seater Sofa, Center Table, and Steel Cabinet.
- **CLERK OF COURT AND STAFF AREA**  
Supply, delivery and installation of the Clerk of Court Table and Chair, Clerk of Court visitor's chair, Work stations, Office Chair, waiting area visitor's chair, Steel Cabinets, Maintenance Working Table and Hanging Cabinet.
- **COURT ROOMS**  
Supply, delivery and installation of Judge Chair, Lawyers Table, Stenographer's Table, Interpreter's Table, Stackable witness stand Chair, Office Chairs, Wood Benches, and Wood Cabinets.
- **LOW PARTITION**  
Supply, Delivery and Installation of Low Partition with two double swing doors.
- **ROSTRUM**  
Supply, Delivery and Installation of Judge Table and wood platform, Judge Table and Concrete Platform, Witness Stand, Low Partition and Back Drop.

- **RECORDS ROOM**

Supply, delivery and Installation of Wood Shelves on Angular Frames and Supports.

*Rose P. Rosal*  
ROSE P. ROSAL

m. **WINDOW TYPE ACU AND METAL FRAMES**

- Supply, delivery and installation of new window type ACU units
- Installation of ACU metal frames/housing and supports for all window type ACU units
- Painting of the newly installed metal frames/housing

n. **INSTALLATION OF STAINLESS SIGNAGE**

- Installation of Stainless Steel Signage, to read as:
  1. HALL OF JUSTICE BISLIG, DEL SUR and
  2. Hon. \_\_\_\_\_  
Presiding Judge  
RTC or MTC Branch \_\_\_\_\_

*Lilianne E. Ulgado*  
LILIANNE E. ULGADO

1.2. The **CONTRACTOR** shall also perform the following other related works, to wit:

- a. Maintain the cleanliness, safety and proper sanitation around the premises of the Hall of Justice at **BISLIG, DEL SUR** its areas of responsibility during the entire duration of the **PROJECT**;
- b. Coordinate with the Office on the Halls of Justice of the Supreme Court in order to ensure the efficient and satisfactory completion of this **PROJECT** and faithful compliance of this **CONTRACT**;
- c. Haul equipment/materials from the storage area to the final location as specified in the plans and lay-out; and
- d. Undertake any other related work which the **OWNER** may further require during the effectivity of the **CONTRACT**.

*Noel G. Punu*  
NOEL G. PUNU

## ARTICLE II - TERMS AND CONDITIONS

2.1. The **CONTRACTOR** shall strictly perform and accomplish the **PROJECT** in accordance with the following terms and conditions:

- a. All materials shall be delivered to the project site and the works covered by this **CONTRACT** shall be completed within **One Hundred Fifty (150) Calendar Days** reckoned from **Day One** indicated in the **Notice of Site Possession**.

The period between Progress Report updates is **thirty (30) calendar days**.

*Jose Midas P. Marquez*  
JOSE MIDAS P. MARQUEZ

b. The **CONTRACTOR** shall ensure the completion of all works including the delivery of materials and supplies required within the period stated herein.

However, if there are additional works of any kind, other special circumstances, valid and justifiable reasons such as *force majeure* or any fortuitous events that require an extension of the completion of the work, the **CONTRACTOR** may be allowed a reasonable period of time to extend the completion of the works for valid and justifiable reasons in accordance with the provisions of Annex "E" (*Contract Implementation Guidelines for the Procurement of Infrastructure Projects*) of the Revised IRR of RA 9184, provided that the **CONTRACTOR** shall give a **prior written notice** containing the facts and detailed particulars to the **OWNER** within ten (10) calendar days after the circumstances leading to such claim have arisen.

Upon receipt of the said written notice, the **OWNER** shall conduct an ocular inspection to examine the facts and extent of the delay. The **OWNER** shall extend the completion of the works within a reasonable period of time when, in its opinion, the findings of facts justify an extension through a **written notice** to the **CONTRACTOR** authorizing the extension of the completion of the work. Upon receipt of the said written notice from the **OWNER**, the **CONTRACTOR** shall continue to complete the civil works within the extension period indicated therein.

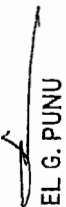
In any cases, it is further understood that the **CONTRACTOR** may be allowed the extension of the completion of the work only upon the prior written approval of the **OWNER** in accordance with Section 10 of Annex "E" (*Contract Implementation Guidelines for the Procurement of Infrastructure Projects*) of the Revised IRR of RA 9184.

c. The **CONTRACTOR** shall furnish and provide for its account all the necessary materials and supplies, labor, tools and equipment needed for the satisfactory performance of the works. All materials, supplies and workmanship shall be of the respective kinds as described in the bill of materials;

d. The **CONTRACTOR** guarantees that it shall use brand new materials free from any patent and latent defects. The **CONTRACTOR** also guarantees its materials against qualitative defects for a period of one (1) year reckoned from the date of completion of the project up to the **final acceptance** by the **OWNER**. In case any defect, failure, and poor workmanship of any material or work is discovered during the said period, except those which may be due to normal wear and tear, the **CONTRACTOR** is bound to remedy such defect, failure or poor workmanship at no cost or expense to the **OWNER**. The **CONTRACTOR** shall not incorporate therein, use or recommend the

  
ROSE P. ROSAL

  
LILIANNE E. ULGADO

  
NOEL G. PUNU

  
JOSE MIDAS P. MARQUEZ

use of any hazardous processes, materials or substances that would endanger the health and safety of the people and the environment;

e. After the final acceptance of the project by the **OWNER**, the **CONTRACTOR** shall be held responsible for structural defects and/or failure of the completed project within the warranty period set forth in the Revised IRR of RA 9184;

  
ROSE P. ROSAL

f. Should the **OWNER** require the **CONTRACTOR** to provide additional materials or to perform additional work or extra work or to omit or reduce any work, the cost of additional and/or omitted or reduced materials or work shall be added to or deducted from the approved cost computed in accordance with the pertinent provisions of the Revised IRR of the Government Procurement Reform Act;

g. The **CONTRACTOR** shall adequately protect the adjoining areas affected by the work and shall be responsible for the restoration of any and all damages to such adjoining areas. Upon completion of the works, the **CONTRACTOR** shall immediately remove all debris from the premises, unless prevented by any unavoidable cause, in which case, the **OWNER** shall give the **CONTRACTOR** a reasonable period of time within which to do so. The **CONTRACTOR** shall indemnify the **OWNER** for any damages or losses incurred by the latter by reason of the failure of the **CONTRACTOR** to remove such debris;


  
LILIANNE E. ULGADO

h. The **CONTRACTOR** agrees to indemnify the **OWNER** for whatever injuries or damages the latter may suffer by reason of the failure, negligence or delay on the part of the **CONTRACTOR** or its employees in the performance of their obligations;

i. The **CONTRACTOR** shall be accountable for all damages, injuries or losses to any property within the compound of the Hall of Justice at **BISLIG, DEL SUR** directly or indirectly caused, in whole or in part, by the said **CONTRACTOR** or anyone directly or indirectly employed by him due to the failure, negligence or delay on the part of the **CONTRACTOR**;

  
NOEL G. PUNU


j. It is mutually understood that the **CONTRACTOR** is not an employee of the **OWNER** but an independent contractor. Neither shall the employees, workers, laborers or agents of the **CONTRACTOR** be deemed employees of the **OWNER**. Hence, the **OWNER** shall not in any way be liable or responsible for injuries or damages that may be sustained by the workers or personnel of the **CONTRACTOR** or loss, injuries or damages that may be caused by such employees, workers, laborers or agents to third persons and the latter's property;

  
JOSE MIDASP. MARQUEZ

k. A punch listing of the **PROJECT** shall be made by a joint inspection team of the **OWNER** and **CONTRACTOR** once the



**PROJECT** reaches an accomplishment of 95 % of the total contract amount in order to determine if scope of works, specification and manner of execution of work are properly executed and satisfactorily accepted by the **OWNER**;

  
ROSE P. BOSAL

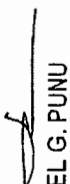
l. An inspection and evaluation of the **PROJECT** shall be made by the **OWNER** to determine whether all defects and deficiencies listed on the punch list have been rectified to the satisfaction of the **OWNER**. If the **WORK** is found to be acceptable, a Certificate of Completion duly signed by the **OWNER** shall be issued to the **CONTRACTOR** within fifteen (15) working days from conducting the inspection and evaluation of the rectified **WORK**;

m. When the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified period of project completion, plus any extension duly granted and is hereby in default, the **CONTRACTOR** shall pay **liquidated damages not by way of penalty** an amount equal to at least one tenth (1/10) of one (1) percent of the cost of unperformed portion of the works for every day of delay.


  
LILLIANNE E. ULGADO

In no case, however, shall the total sum of liquidated damages exceed ten (10%) percent of the total contract price, in which event the contract shall automatically be taken over by the procuring entity concerned or award the same to a qualified contractor through negotiation and the erring contractor's performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the **CONTRACTOR** shall pay the government under the provisions of this clause and imposed other appropriate sanctions;

n. The **CONTRACTOR** shall undertake the necessary repair and rectification works, at its own expense, of any damage on the works stated on the **CONTRACT**. If the contractor fails to comply with its obligations under Section 62.2.2.1 of the Revised IRR of R.A. 9184, the **OWNER** shall use the retention money to cover corrected discovered defects and third party liabilities;

  
NOEL G. PUNU

o. A final inspection and evaluation before the end of the warranty period of the **PROJECT** shall be made jointly by the **OWNER** and the **CONTRACTOR**. If the **WORK** is found to be acceptable, a **final Certificate of Acceptance** duly signed by the **OWNER** shall be issued to the **CONTRACTOR** within fifteen (15) working days from conducting the final inspection and evaluation of the **WORK**;

  
JOSE MIDAS P. MARQUEZ

p. The **CONTRACTOR** and anyone directly or indirectly employed by him shall comply with the House Rules mutually agreed upon by the **OWNER** and the **CONTRACTOR**; and

q. Where the **CONTRACTOR** incurs delay, refuses or fails to satisfactorily complete the works herein indicated, the provisions of Section 68 on liquidated damages of the Revised IRR of RA 9184 shall apply.

2.2. The following documents shall form part of this Contract: Bidding Documents, **CONTRACTOR'S** Bid, Eligibility requirements, Technical and Financial Proposals and all other documents/statements, Bill of Materials, Scope of Work and Technical Specifications submitted by the **CONTRACTOR**, Performance Security, Notice of Award and other pertinent documents that may be required by existing laws and/or by the **OWNER** in the Bidding Documents such as Construction Schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program and PERT/CPM.

### ARTICLE III - CONTRACT PRICE

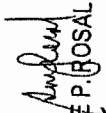
3.1. The **OWNER** shall pay to the **CONTRACTOR**, in consideration of the satisfactory performance and accomplishment of all the obligations specified in Articles I, II, III and IV and V hereof which the **CONTRACTOR** agreed to undertake, perform and accomplish under this **CONTRACT**, the total Contract Price: **SIX MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN PESOS AND 72/100 (PHP6,527,467.72)** in accordance with Sec 3.4 hereof. A Certificate of Availability of Funds is hereto attached as Annex "C";

3.2. The Contract price herein stated shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during the implementation of the Contract.

The Contract price may be altered or adjusted only in accordance with the provisions on Price Escalation in Sections 61.2 and 61.3 of the revised IRR of RA 9184.

3.3. An advance payment equivalent to fifteen percent (15%) of the Contract Price in Philippine Pesos shall be paid to the **CONTRACTOR** upon submission of the following:

- 1) An irrevocable standby Letter of Credit of equivalent value from a reputable commercial bank, or a Bank Guarantee or a Surety Bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and included in the latest Accredited Insurance/Surety Bond Companies issued by the COURT, preferably the Government Service Insurance System; and

  
ROSE P. ROSAL

  
LILIANNE E. ULGADO

  
NOEL G. PUNU

  
JOSE MIDAS P. MARQUEZ

- 2) The Performance Bond referred to in Article IV of this Contract.

3.4. The advance payment shall be repaid by the **CONTRACTOR** by deducting fifteen percent (15%) from its periodic progress payments.

3.5. **REQUIREMENTS FOR APPROVAL AND PAYMENT OF PROGRESS BILLING.** The **CONTRACTOR** shall submit to the **OWNER** its progress billings based on actual work accomplished together with the following documents:

- (1) Billing Statement including detailed actual accomplishment report expressed in percentage;
- (2) Progress photographs;
- (3) Affidavit of Payment;
- (4) Affidavit of Release of Liens;
- (5) Progress Report; and
- (6) Other relevant documents which the **OWNER** may require.

The **OWNER'S** representative shall certify the correctness of said billings and make the appropriate recommendations for payment. The **OWNER** shall pay the **CONTRACTOR** within thirty (30) days from receipt of said certification subject to existing accounting and auditing procedures.

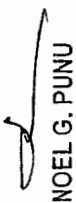
3.6. **REQUIREMENTS FOR APPROVAL AND PAYMENT OF FINAL BILLING.** The **CONTRACTOR** shall submit to the **OWNER** its progress billings based on actual work accomplished together with the following documents:

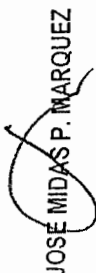
- (1) Billing Statement including detailed actual accomplishment report expressed in percentage;
- (2) Progress photographs;
- (3) Affidavit of Payment;
- (4) Affidavit of Release of Liens;
- (5) Project Completion Report;
- (6) Certificate of Completion issued by the **OWNER**;
- (7) As Built Plans;
- (8) Operation Manuals and Brochures;
- (9) Certificate of Warranties; and
- (10) Other relevant documents which the **OWNER** may require.

The **OWNER'S** representative shall certify the correctness of said billings and completeness of documents and make the appropriate recommendations for payment. The **OWNER** shall pay the **CONTRACTOR** within thirty days (30) from receipt of said certification subject to existing accounting and auditing procedures.

  
ROSE P. ROSAL

  
LILIANNE E. ULGADO

  
NOEL G. PUNU

  
JOSE MIDAS P. MARQUEZ

3.7. No payment shall be construed as an acceptance of the defective work or substandard materials.

  
ROSE P. ROSAL

3.8 Should the **OWNER** require the **CONTRACTOR** to perform additional work or extra work or to omit or reduce any work, the cost of additional and/or omitted or reduced work shall be added to or deducted from the Contract Price, as the case may be, and the computations of the cost shall be the cost of all additional/extra works shall be computed in accordance with the formula provided in Section 2, Annex "E" of the Revised IRR of R.A. No. 9184.

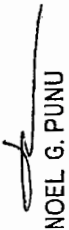
In case a specific work item called for in a Change Order required by the **OWNER** is not included in the submitted tables of prices or where the lump sum offer by the **CONTRACTOR** is not acceptable to the **OWNER**, the cost of revision shall be the subject of negotiation between the **OWNER** and the **CONTRACTOR** within the parameters of the provisions of Section 2 (Additional/Extra Work Costing), Annex "E" of the IRR of R.A. No.9184.

  
LILIANNE E. ULGADO

3.9. **REQUIREMENTS FOR APPROVAL AND PAYMENT OF CHANGE ORDER/EXTRA WORK ORDER.** The **CONTRACTOR** shall submit to the **OWNER** its progress billings based on actual work accomplished together with the following documents:

- (1) Approved Memorandum for change order/extra work order (inclusive of claim of **CONTRACTOR**);
- (2) Billing Statement including detailed actual accomplishment report expressed in percentage;
- (3) Progress photographs;
- (4) Affidavit of Payment;
- (5) Affidavit of Release of Liens;
- (6) Change Order Completion Report;
- (7) Certificate of Completion issued by the **OWNER**;
- (8) As Built Plans, if applicable
- (9) Operation Manuals and Brochures;
- (10) Certificate of Warranties; and
- (11) Other relevant documents which **OWNER** may require.

The **OWNER'S** representative shall certify the correctness of said billings and make the appropriate recommendations for payment. The **OWNER** shall pay the **CONTRACTOR** within thirty (30) days from receipt of said certification subject to existing accounting and auditing procedures.

  
NOEL G. PUNU

  
JOSE MIDAS P. MARQUEZ

3.10. The **CONTRACTOR** shall not be entitled to the payment of any extra work or change of work without the prior written order to perform such work from the **OWNER**. Any work done without such written order shall be for the sole account of the **CONTRACTOR**.

3.11. Any payment due and payable and/or may be due to the **CONTRACTOR** may be offset against liquidated damages payable to the **OWNER** under this **CONTRACT**.

#### ARTICLE IV - PERFORMANCE SECURITY OF THE CONTRACTOR

4.1 Prior to the signing of this **CONTRACT** or within ten (10) calendar days from receipt of the Notice of Award, the **CONTRACTOR** shall post a Performance Security to the **OWNER** in an amount equal to a percentage of the total contract price in accordance with the following schedule:

- a. Ten (10%) Percent of the Total Contract Price if the Performance Security is in the form of Cash, cashier's/manager's check, bank draft, bank guarantee confirmed by a Universal or Commercial Bank; or
- b. Ten (10%) Percent of the Total Contract Price if the Performance Security is Irrevocable Letter of Credit issued by Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by the said banks, if issued by a foreign bank; or
- c. Thirty (30%) Percent of the Total Contract Price if the Performance Security is a Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security **and** included in the latest List of Accredited Insurance/Surety Companies issued by the **COURT**.

4.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the **OWNER**, which shall be forfeited in the event it is established that the **CONTRACTOR** is in default in any of its obligations under the contract.

4.3 The Performance Security shall remain valid until issuance by the **OWNER** of the final Certificate of Acceptance. The same may be released only after the issuance of the final Certificate of Acceptance, subject to the following conditions:

- a. The **OWNER** has no claims against the **CONTRACTOR** or the surety company;
- b. It has no claims for labor and materials against the **CONTRACTOR**; and
- c. Other violations on the terms and conditions of this Contract.

  
ROSE P. ROSAL

  
LILLIANNE E. ULGADO

  
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JOSE MIDAS P. MARQUEZ

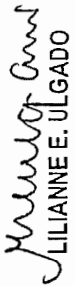
4.4 The Performance Security shall guarantee the faithful performance by the **CONTRACTOR** of its obligations under this Contract. It shall be at least co-terminus with the final completion of the **PROJECT** and shall be released only after the issuance of the final Certificate of Acceptance by the **OWNER**.

  
ROSE P. ROSAL

4.5 The relevant provisions of Section 39 of the Revised IRR of RA 9184 (Performance Security) shall be applicable in the posting of Performance Security of the **CONTRACTOR** in favor of the **OWNER**.

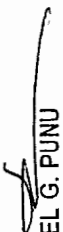
#### ARTICLE V - CONTRACTOR'S RESPONSIBILITY FOR SAFETY, PROTECTION AND SECURITY

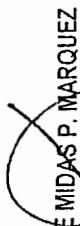
5.1. The **CONTRACTOR** shall be solely responsible for the efficient and satisfactory completion of the **PROJECT** as well as the safety, protection and security of the court employees, **CONTRACTOR's** personnel, third persons and the like. Accordingly, the **CONTRACTOR** shall faithfully comply with the pertinent laws, decrees, ordinances, and regulations relative to all necessary safeguards and precautions in the construction site in order to prevent accident, fire, loss or damage of any kind during the execution of the **PROJECT**. The **CONTRACTOR** shall provide, erect and maintain all necessary and suitable scaffoldings, barricades and sufficient warnings, lights, danger signals and other signage. It is further understood that the **CONTRACTOR** shall ensure the safety of its workers or personnel. In this connection, the **CONTRACTOR** shall require its workers to wear, among others, hard hats, safety gears, uniforms (T-shirts) and identification cards. The **CONTRACTOR** shall adopt or apply these protective measures in accordance with the standards set by the Safety Organization of the Philippines, Inc. and the Bureau of Labor Standards and Laws on Occupational Health and Safety Standards.

  
LILLIAN E. ULGADO

#### ARTICLE VI - APPLICABILITY OF IRR-A OF R.A. NO. 9184 AND OTHER LAWS, RULES AND REGULATIONS

6.1. All matters not covered herein which relate to the works subject of this **CONTRACT** and the rights and responsibilities of the parties shall be governed by the provisions of the Revised IRR-A of the Government Procurement Reform Act, Civil Code of the Philippines, and other pertinent laws, rules and regulations.

  
NOEL G. PUNU

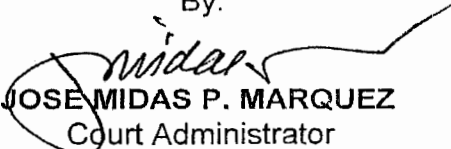
  
JOSE MIDAS P. MARQUEZ

Contract for the Repair and Rehabilitation of  
Hall of Justice at Bislig, Surigao Del Sur

**IN WITNESS WHEREOF**, the parties hereto have set their hands  
on the date and place first above written.

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

By:

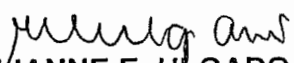
  
**JOSE MIDAS P. MARQUEZ**  
Court Administrator  
Office of the Court Administrator

**NGP CONSTRUCTION**  
(Contractor)

By:

  
**NOEL G. PUNU**  
Owner

**SIGNED IN THE PRESENCE OF:**

  
**LILLIANNE E. ULGADO**  
Chief Accountant  
Accounting Division

  
**ROSE P. ROSAL**

**ACKNOWLEDGMENT**

*Rose P. Rosal*  
ROSE P. ROSAL

REPUBLIC OF THE PHILIPPINES)  
City of Manila . . . . .) S. S.

Before me, for and in the City of Manila, Philippines, on this  
14th day of November, 2018, personally appeared:

**JOSE MIDAS P. MARQUEZ** SC ID No. 60037000

**NOEL G. PUNU** PRC ID NO. 0040673

*Lillianne E. Ulgado*  
LILIANNE E. ULGADO

known to me to be the same persons who executed the foregoing Instrument and acknowledged the same to be their free and voluntary act and deed as well as the free and voluntary act and deed of the government agency and/or corporation which they respectively represent. This Instrument refers to a **CONTRACT** consisting of sixteen (16) pages (including this page on which the Acknowledgment is written), duly signed by the parties and their instrumental witnesses on each and every page thereof, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have set my hand and affixed my notarial seal at the place and on the date first above-written.

*Noel G. Punu*  
NOEL G. PUNU

*Maria Carina M. Cunanan*  
**MARIA CARINA M. CUNANAN**  
Deputy Clerk of Court and  
Chief Administrative Officer

*Jose Midas P. Marquez*  
JOSE MIDAS P. MARQUEZ

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Page No. \_\_\_\_\_  
Series of \_\_\_\_\_





Republic of the Philippines  
 Supreme Court  
 Manila

EN BANC

NOTICE

SUPREME COURT OF THE PHILIPPINES  
 OFFICE ON HALLS OF JUSTICE

RECEIVED  
 AUG 22 2018

BY: KSL  
 TIME: 3:20 PM

SUPREME COURT OF THE PHILIPPINES  
 Bid and Award Committee - HDJ

R E C E I V E D

By: \_\_\_\_\_  
 Date: AUG 22 2018  
 Time: 4:07 P.M.

Sirs/Mesdames:

Please take notice that the Court en banc issued a Resolution dated **AUGUST 7, 2018**, which reads as follows:


**"A.M. No. 18-08-07-SC** (Re: Award of Contract for the Repair and Rehabilitation of the Hall of Justice of Bislig, Surigao Del Sur, in favor of NGP Construction).- The Court Resolved, upon the recommendation of the Bids and Awards Committee for the Halls of Justice, to

(a) **AWARD** to **NGP Construction** the contract for the repair and rehabilitation of the Hall of Justice of Bislig, Surigao Del Sur at the contract price of Six Million Five Hundred Twenty-Seven Thousand Four Hundred Sixty-Seven Pesos and 72/100 (P6,527,467.72), chargeable against the funding stated in the Certificate of Availability of Funds (LBA-CAF 2016-25) dated October 13, 2017;

(b) **AUTHORIZE** the Fiscal Management and Budget Office to **PAY** NGP Construction the contract price of the foregoing project in the amount of Six Million Five Hundred Twenty-Seven Thousand Four Hundred Sixty-Seven Pesos and 72/100 (P6,527,467.72); and

(c) **AUTHORIZE** Court Administrator Jose Midas P. Marquez to **SIGN**, for and in behalf of the Court, the contract with NGP Construction relative to the subject project." Caguioa, J., on official leave. (adv29)

Very truly yours,

  
**EDGAR O. ARICHETA**  
 Clerk of Court

1 Only -