


GREGORIO NICHOLAS D. MURILLO

**CONTRACT FOR THE PROPOSED REPAIR AND REHABILITATION
OF THE HALL OF JUSTICE AT
BANGUI, ILOCOS NORTE**

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT**, executed on _____ day of _____ 2018 in the City of Manila, Philippines, by and between:


LILLIANNE E. ULGADO

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 10 July 2018 in A.M. No. 18-07-06-SC**, attached as Annex "A", hereinafter referred to as the "**OWNER**";

and


JOHFEL C. VALMOCINA

PRISMODIAL CONSTRUCTION CORPORATION, a construction corporation, with principal office and place of business No. 4 Republic Avenue, Barangay Holy Spirit, Quezon City, represented in this **CONTRACT** by **JOHFEL C. VALMOCINA**, in his capacity as President of the construction corporation, duly authorized to enter into business pursuant to Securities and Exchange Commission Registration No. CS200919339 attached as (Annex "B"), hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

JOSE MIDAS P. MARQUEZ

WHEREAS, the **OWNER** intends to repair and rehabilitate the Hall of Justice at **BANGUI, ILOCOS NORTE**, hereinafter referred to as the **PROJECT**;

WHEREAS, the **PROJECT** has an approved budget in the amount of **Two Million Two Hundred Eighty-Eight Thousand Five Hundred Eighteen and 15/100 (Php 2,288,518.15)**, pursuant to the En Banc Resolution A.M. 10-1-10-SC dated 24 February 2017 (*Re: Procurement Plan for the Supreme Court and the Lower Court*).

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.




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WHEREAS, after the detailed evaluation and post qualification of its bids documents, **PRISMODIAL CONSTRUCTION CORPORATION** 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 **Two Million Three Hundred Seventy Thousand Nine Hundred Pesos and 30/100 (Php2,370,900.30)** to the **CONTRACTOR** pursuant to Supreme Court **En-Banc Resolution dated 10 July 2018 in A.M. No. 18-07-06-SC**;

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


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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:

1. PRELIMINARY WORKS

- Mobilization and demobilization
- Application for the necessary permits, bonds and insurances
- Construction of temporary facilities and removal after completion of the project as follows; (1) material storage room; (2) sleeping quarters for stay-in workers; (3) conference/meeting room; (4) site office with complete facilities such as telephone, fax machine, and etc.
- Application for temporary water and power connection; and payment of the necessary consumptions
- Relevant documentation required by the owner
- Health and safety requirements for the entire duration of the project


JOFFEE C. VALMOCINA

2. REMOVAL WORKS AND STOCK PILING

- Entire existing roofing sheets, bended accessories and roof framings

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- Entire existing interior and exterior ceilings
- All doors, door jambs, windows and windows jambs
- All electrical devices, lighting raceways, wires and conduits
- Existing rostrum and low partitions
- All existing floor and wall finish
- All toilet fixtures and plumbing lines
- Disposal of debris to the nearest dumpsite
- Demolition of CHB walls (if any)


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3. ROOFING WORKS AND ROOF FRAMING WORKS

- Installation of new pre-painted long span corrugated G.I. sheets, Gauge 24 (0.60mm) with complete bended accessories and hardware
- Installation of new steel roof framing including connection and installation accessories
- Cleaning and painting of all steel materials

4. FABRICATION AND INSTALLATION OF DOORS

- D1 - (900mm x 2100mm) single leaf, single swing, 45mm x 150mm solid door stile on stain finish w/ 25mm thk. Plywood and 6.0mm thk fixed glass vision including complete hardware's
- D2 - (2-800mm x 2100mm) double leaf, single swing, 45mm x 150mm solid door stile on stain finish w/ 25mm thk. Plywood and 6.0mm thk fixed glass vision including complete hardware's
- D3 - (800mm x 2100mm) single leaf, single swing, 45mm thk. Hollow core door, 6.0mm thk. Plywood on stain finish including complete hardware's
- D4 - (700mm x 2100mm) single leaf, single swing, 45mm thk. Hollow core door, 6.0mm thk. Plywood on stain finish including complete hardware's
- D5 - (800mm x 2100mm) uPVC door including complete hardware's


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- D6 - (700mm x 2100mm) uPVC door including complete hardware's
- D7 - (800mm x 1000mm) single leaf, single swing, 45mm thk. Hollow core door, 6.0mm thk. Plywood on stain finish including complete hardware's
- D8 - (2-600mm x 1000mm) single leaf, single swing, 45mm thk. Hollow core door, 6.0mm thk. Plywood on stain finish including complete hardware's


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5. FABRICATION AND INSTALLATION OF WINDOWS

- W1 - (2280mm x 1200mm) sliding window, powder coated white aluminum framings with 6.0mm thk. clear glass with complete accessories and steel grills, paint finish
- W2 - (400mm x 400mm) steel case window, awning type with 6.0mm thk. Clear glass and steel grills, paint finish
- W3 - (2-500mm x 513mm) awning type window, powder coated white aluminum framings with 6.0mm thk. clear glass with complete accessories and steel grills, paint finish
- W4 - (2280mm x 1200mm) steel case window, awning type with 6.0mm thk. clear glass and steel grills, paint finish
- W5 - (1520mm x 1200mm) sliding window, powder coated white aluminum framings with 6.0mm thk. clear glass with complete accessories and steel grills, paint finish


JOHEEL S. VALMOCINA

6. CEILING WORKS

- Installation of 3.5mm thk. fiber cement board on metal furring ceiling system
- Installation of pre-painted exposed aluminum T-runner ceiling system with 600mm x 600mm x 9.0mm thk. PVC laminated ceiling boards
- Fabrication and installation of linear type ceiling eaves vent with nylon type insect screen

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7. SOIL TREATMENT AND SIPHONING OF SEPTIC TANK

- Siphoning of the existing septic tank
- Application of soil treatment of the entire HOJ compound

8. REHABILITATION OF ALL TOILETS

- Installation of new toilet fixtures
- Replacement of all plumbing lines
- Installation of facial mirror
- Installation of PWD handrails


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9. CONSTRUCTION OF CONCRETE HOLLOW BLOCKS (CHB) WALLS

10. TILING WORKS AND EPOXY PAINT WORKS

- Installation of ceramic tiles at all toilets, all office and corridors
- Painting with epoxy paint all records room

11. FABRICATION OF CABINETS, STEEL SHELVES AND ROSTRUMS

- Fabrication of cabinets at the Judge Chamber
- Fabrication of steel open shelves at proposed records room
- Fabrication of rostrum at the Court Rooms


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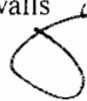
12. FABRICATION AND INSTALLATION OF BOARDS

- Fabrication of Calendar Boards
- Fabrication of Bulletin Boards

13. PAINTING WORKS

- Painting of the entire exterior wall and interior walls
- Painting of ceiling
- Application of rubber paints at top of canopies and inside parapet perimeter walls

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14. SUPPLY OF FIRE EXTINGUISHERS

15. SUPPLY, DELIVERY AND FABRICATION OF FURNITURE

16. FABRICATION AND INSTALLATION OF HALL OF JUSTICE SIGNAGE

17. VARIOUS ELECTRICAL WORKS


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18. AUXILLIARY WORKS

- Voice and Data

19. FIRE DETECTION AND ALARM SYSTEM

- Smoke detector, stand alone
- Fire alarm manual pull and bell
- Emergency lights


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20. SUPPLY AND INSTALLATION OF AIRCONDITIONING UNITS

- Supply and installation of window type ACU with steel grills
- Supply and installation of split type ACU

n. INSTALLATION OF STAINLESS SIGNAGE

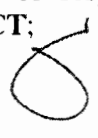
- Installation of Stainless Steel Signage, to read as:

HALL OF JUSTICE **BANGUI, ILOCOS NORTE** and
Hon. _____
Presiding Judge
RTC or MTC Branch _____

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

- Maintain the cleanliness, safety and proper sanitation around the premises of the Hall of Justice at **BANGUI, ILOCOS NORTE** its areas of responsibility during the entire duration of the **PROJECT**;




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- 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**.

ARTICLE II - TERMS AND CONDITIONS

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


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- a. All materials shall be delivered to the project site and the works covered by this **CONTRACT** shall be completed within **One Hundred (100) CALENDAR DAYS** reckoned from **Day One** indicated in the **Notice of Site Possession**.

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

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


JOHFEL C. VALMOCINA

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.

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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.




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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;


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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 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 2016 Revised IRR of RA 9184;

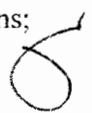

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f. Should the **OWNER** require the **CONTRACTOR** to provide additional materials or to perform additional work or extra work or to omit or reduce any work, the cost of additional and/or omitted or reduced materials or work shall be added to or deducted from the approved cost computed in accordance with the pertinent provisions of the 2016 Revised IRR of the Government Procurement Reform Act;

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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;

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;




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i. The **CONTRACTOR** shall be accountable for all damages, injuries or losses to any property within the compound of the Hall of Justice at **BANGUI, ILOCOS NORTE** 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**;

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;


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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**;

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**;


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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.

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;

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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 2016 Revised IRR of R.A. 9184, the **OWNER** shall use


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the retention money to cover corrected discovered defects and third party liabilities;

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**;

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


LILLIANNE E. UEGADO

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.


JOHFEL C. VALMOCINA

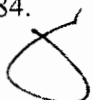
ARTICLE III - CONTRACT PRICE

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: **Two Million Three Hundred Seventy Thousand Nine Hundred Pesos and 30/100 (Php2,370,900.30)** in accordance with Sec 3.4 hereof. A Certificate of Availability of Funds is hereto attached as Annex "C";

JOSE MIDAS P. MARQUEZ

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.




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


LILIANNE E. ULGADO

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;
- (2) Statement of work accomplishment (SWA);
- (3) Updated Construction Schedule
- (4) Notice of Award;
- (5) Notice To Proceed;
- (6) Notice of Site Possession;
- (7) Contract;
- (8) Progress photographs;
- (9) Affidavit of Payment;
- (10) Affidavit of Release of Liens;
- (11) Progress Reports; and
- (12) Other relevant documents which the **OWNER** may require.


JOHFEL C. VALMOCINA

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.

JOSE MIDAS P. MARQUEZ

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;
- (2) Statement of work accomplishment (SWA);
- (3) Updated Construction Schedule
- (4) Notice of Award;
- (5) Notice To Proceed;
- (6) Notice of Site Possession;


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- (7) Contract;
- (8) Progress photographs;
- (9) Affidavit of Payment;
- (10) Affidavit of Release of Liens;
- (11) Certificate of Warranties (if any)
- (12) Certificate of Completion issued by the **OWNER**
- (13) Progress Reports; and
- (14) 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.


JULIANNE E. ULGADO

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

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.

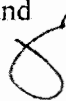

JOHFELC. VALMOCINA

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.

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:

JOSE MIDAS P. MARQUEZ

- (1) Billing Statement
- (2) Statement of work accomplishment (SWA);
- (3) Updated Construction Schedule
- (4) Notice of Award;
- (5) Notice to Proceed;
- (6) Notice of Site Possession;
- (7) Progress Reports;
- (8) Affidavit of Payment;
- (9) Affidavit of Release of Liens;
- (10) Certificate of Completion issued by the **OWNER**;
- (11) Certificate of Warranties (*if any*) ; and




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(12) 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.

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**.


LILLIANNE E. ULGADO

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:


JOHFEL C. VALMOCINA

- 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.

JOSE MIDAS P. MARQUEZ

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:




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- 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.

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 acceptance of the **PROJECT** and shall be released only after the issuance of the final Certificate of Acceptance by the **OWNER**.

4.5 The relevant provisions of Section 39 of the 2016 Revised IRR of RA 9184 (Performance Security) shall be applicable in the posting of Performance Security of the **CONTRACTOR** in favor of the **OWNER**.


LILLIANNE E. ULGADO

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

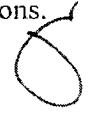
5.1. The **CONTRACTOR** shall be solely responsible for the efficient and satisfactory completion of the **PROJECT** as well as the safety, protection and security of the court employees, **CONTRACTOR's** personnel, third persons and the like. Accordingly, the **CONTRACTOR** shall faithfully comply with 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.


JOHFEL C. VALMOCINA

ARTICLE VI - APPLICABILITY OF IRR OF THE 2016 REVISED R.A. NO. 9184 AND OTHER LAWS, RULES AND REGULATIONS

JOSE MIDAS P. MARQUEZ

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.




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

**SUPREME COURT OF
THE PHILIPPINES**

(Owner)

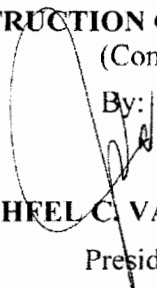
By:


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


**PRISMODIAL
CONSTRUCTION CORPORATION**

(Contractor)

By:


JOHEEL C. VALMOCINA
President

SIGNED IN THE PRESENCE OF:


LILIANNE E. ULGADO
Chief Accountant
Accounting Division


GREGORIO NICHOLAS D. MURILLO
Project Director

ACKNOWLEDGMENT

[Signature]
GREGORIO NICHOLAS D. MURILLO

REPUBLIC OF THE PHILIPPINES)

City of Manila) S. S.

Before me, for and in the City of Manila, Philippines, on this
SEP 04 2018 day of _____, personally appeared:

JOSE MIDAS P. MARQUEZ SC ID No. 60037000

JOHFEL C. VALMOCINA PASSPORT NO EC-3597018

[Signature]
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.

[Signature]
JOHFEL C. VALMOCINA

[Signature]
MA. CARINA M. CUNANAN
~~Acting Chief Administrative Officer~~
Office of Administrative Services

Doc. No. _____
Book No. _____
Page No. _____
Series of _____

JOSE MIDAS P. MARQUEZ
[Signature]



Supreme Court
Bids and Awards Committee for the Halls of Justice

NOTICE OF AWARD

August 01, 2018

Mr. JOHFEL VALMOCINA
 President
 PRISMODIAL CONSTRUCTION CORPORATION
 No. 4 Republic Avenue, Barangay Holy Spirit
 Quezon City

Re: Procurement of Works Contractor for the Repair and Rehabilitation of the Hall of Justice in Bangui, Ilocos Norte

Dear Mr. Valmocina:

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 10 July 2018 in A.M. No. 18-07-06-SC (*Re: Award of Contract for the and Rehabilitation of the Hall of Justice of Bangui, Ilocos Norte, in favor of Prismodial Construction Corporation*), has approved the recommendation to award the repair and rehabilitation of the Hall of Justice in Bangui, Ilocos Norte in favor of PRISMODIAL CONSTRUCTION CORPORATION based on the following proposal:

Name and Address of Building to be Repaired	HALL OF JUSTICE IN BANGUI, ILOCOS NORTE, POBLACION, BANGUI, ILOCOS NORTE
Contract Amount for the Project	TWO MILLION THREE HUNDRED SEVENTY THOUSAND NINE HUNDRED PESOS & 30/100 (PHP2,370,900.30)

You are hereby required to provide within ten (10) days from receipt hereof the performance bond in the form and 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

Mr. JOHFEL C. VALMOCINA
 President
 Date Aug 01, 2018

CERTIFIED PHOTO COPY

Ernesto D. Sasis, Jr.
 BAC HOJ Secretariat
 AUG 29 2018