



Supreme Court
Office of the Court Administrator

Bids and Awards Committee for the Halls of Justice

17 August 2016

Mr. ELMER M. ABIN
Owner
E.M. ABIN TRADING AND CONSTRUCTION
Corner Bliss, Sta Monica, Puerto Princesa City

NOTICE OF AWARD

Dear Mr. Abin:

In connection with the procurement of a works contractor for the repair and rehabilitation of the **Corcuera, Romblon Hall of Justice**, please be advised that the Supreme Court, thru En-Banc Resolution in A.M. No. 16-08-01-SC dated 09 August 2016, has approved the award of the contract for the said repair and rehabilitation to **E.M. Abin Trading and Construction** based on its submitted financial proposal, to wit:

| | |
|---|--|
| Name and Address of Proposed Building for Repair | Municipal Circuit Trial Court (MCTC) of Corcuera-Conception-Banton, Romblon Hall of Justice Poblacion, Corcuera, Romblon |
| Contract Amount for the Repair and Rehabilitation of the MCTC | Three Million Twenty Five Thousand Nine Pesos and 65/100 ₱3,025,009.65 |

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

Conforme:

Mr. ELMER M. ABIN
Owner
E.M. ABIN TRADING AND CONSTRUCTION

Date: 8/25/16

**CONTRACT FOR THE PROPOSED REPAIR AND
REHABILITATION OF THE HALL OF JUSTICE AT
MUNICIPAL CIRCUIT TRIAL COURT (MCTC)
CORCUERA, ROMBLON**

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT**, executed on 06th day of Oct 2016 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 in A.M. No. 16-08-01-SC dated 09 August 2016**, attached as Annex "A", hereinafter referred to as the "**OWNER**";

and

E.M. ABIN TRADING AND CONSTRUCTION, a construction corporation, with principal office and place of business at Corner Bliss, Sta Monica, Puerto Princesa City, represented in this **CONTRACT** by **Mr. ELMER M. ABIN** 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 03524193 attached as (Annex "B"), hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the **OWNER** intends to repair and rehabilitate the Hall of Justice at **CORCUERA, ROMBLON (MCTC)**, hereinafter referred to as the **PROJECT**;

WHEREAS, the **PROJECT** has an approved budget in the amount of **Three Million Forty Four Thousand Eight Hundred Eighteen Pesos and 90/100 (Php3,044,818.90)** pursuant to the En Banc Resolution A.M. 12-7-17-SC dated 31 July 2012.

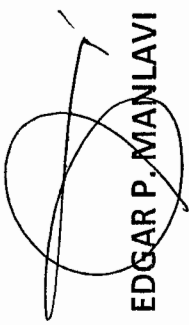
WHEREAS, the Bids and Awards Committee for the Halls of Justice (BAC-HOJ) requested authority from the Court to conduct procurement of this project in accordance with the provision of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 otherwise known as the Government Procurement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

EDGAR P. MANLAVI

LILIANNE E. ULGADO

ELMER M. ABIN

JOSE MIDAS P. MARQUEZ

 **EDGAR P. MANLAVI**

WHEREAS, after the detailed evaluation and post qualification of its bids documents, **E.M. ABIN TRADING AND 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 **THREE MILLION TWENTY FIVE THOUSAND NINE PESOS and 65/100 (₱3,025,009.65)** to the **CONTRACTOR** pursuant to Supreme Court En-Banc Resolution in **A.M. No. 16-08-01-SC dated 09 August 2016**;

 **LILIANNE E. ULGADO**


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:

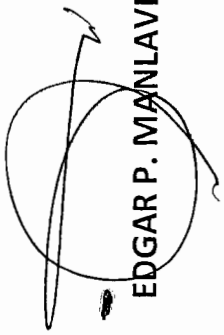
ARTICLE I - SCOPE OF WORK

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

a. **PRELIMINARY WORKS**

- 
- ELVIER M. ABIN**
- Mobilization and Demobilization
 - Application for the necessary permits, bonds and insurances
 - Construction of temporary facilities and removal after completion of the project (material storage room, sleeping quarters for stay-in workers, conference room, and site office)
 - Application for temporary water and power connection and payment of necessary consumption
 - Relevant documentation required by the owner
 - Implementation of Environmental, Health and Safety requirements for the entire duration of the project
 - Dismantling of entire roofing sheets including bended accessories and wood roof frames
 - Removal and disposal of the existing downspout
 - Dismantling of the entire ceiling boards and nailers
 - Removal of doors and jambs in all offices
 - Dismantling of entire jalousie windows
 - Removal of wood frame clear glass French window at the main entrance of the Court Room
 - Removal of wood louvers at the Judge Chamber and upper portion of D1 and D2

 **JOSE MIDAS P. MARQUEZ**



EDGAR P. MANLAVI

- Removal of all existing electrical wires, devices and lighting fixtures and raceway
- Removal of existing panel board
- Removal of rostrums and low partitions
- Removal of the existing water closets, lavatories, urinals, floor drains and plumbing fixtures
- Stripping and removal of the existing ceramic floor tiles of all offices
- Striping and removal of the existing floor and wall tiles of the comfort rooms
- Chipping-off and removal of the existing concrete topping of all offices and comfort rooms
- Disposal of debris, hauling, stockpiling, and inventory of the valuable dismantled materials on the designated areas



LILIANNE E. ULGADO

b. **ROOFING WORKS**

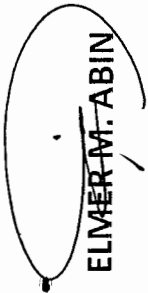
- Installation of new pre-painted long span corrugated G.I. sheets, Gauge 24 with complete bended accessories and hardware

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



ELMER M. ABIN

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.



JOSE MIDAS P. MARQUEZ

f. **FLOOR FINISH**

- Installation of 0.30m X 0.30m unglazed ceramic floor tiles at the Judge Chamber, court room, staff room and lobby.
- Application of epoxy paint on plain cement finish at the records room.

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

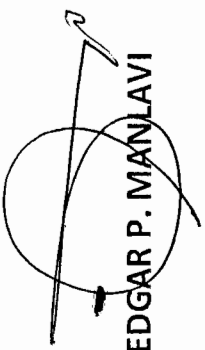
- Installation of the following:
 1. Lavatory including faucets and other accessories
 2. Water closets and accessories
 3. Toilet paper holder
 4. PVC door including door jambs, locks, and accessories
 5. 0.20m X 0.20m floor and wall tiles including floor drains
 6. Replacement/rehabilitation of defective/clogged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



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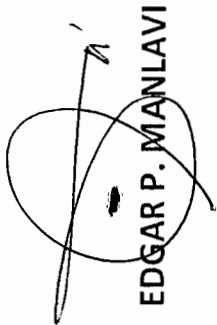
LILLIANNE E. ULGADO



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- 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
- 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.



LILLIANNE E. ULGADO



ELMER M. ABIN

l. **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.

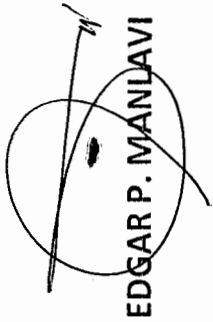
• **LOW PARTITION**

Supply, Delivery and Installation of Low Partition with two double swing doors.



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- **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.



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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



JULIANNE E. ULGADO

n. **INSTALLATION OF STAINLESS SIGNAGE**

- Installation of Stainless Steel Signage, to read as:
 1. HALL OF JUSTICE **CORCUERA, ROMBLON** and
 2. Hon. _____
Presiding Judge
RTC or MTC Branch _____

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



ELMER M. ABIN

- a. Maintain the cleanliness, safety and proper sanitation around the premises of the Hall of Justice at **CORCUERA, ROMBLON** 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**.



JOSE MIDAS R. MARQUEZ

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 **Ninety (90) 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.

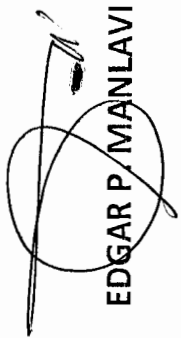
However, if there are additional works of any kind, other special circumstances, valid and justifiable reasons such as *force majeure* or any fortuitous events that require an extension of the completion of the work, the **CONTRACTOR** may be allowed a reasonable period of time to extend the completion 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.

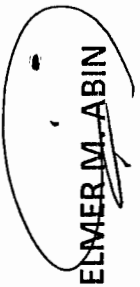
In any cases, it is further understood that the **CONTRACTOR** may be allowed the extension of the completion of the work only upon the **prior written approval of the OWNER** in accordance with Section 10 of Annex "E" (*Contract Implementation Guidelines for the Procurement of Infrastructure Projects*)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


EDGAR P. MANLAVI


LILIANNE E. ULGADO


ELMER M. ABIN


JOSE MIDAS P. MARQUEZ

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;



EDGAR P. MANLAVI

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;



LILIANNE E. ULGADO

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;



ELMER M. ABIN

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 **CORCUERA, ROMBLON** 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**;



JOSE MIDAS P. MARQUEZ

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;

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**;

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;

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;

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



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LILIANNE E. ULGADO



ELMER M. ABIN



JOSE MIDASP. MARQUEZ

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

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: **THREE MILLION TWENTY FIVE THOUSAND NINE PESOS and 65/100 (P3,025,009.65)** 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.

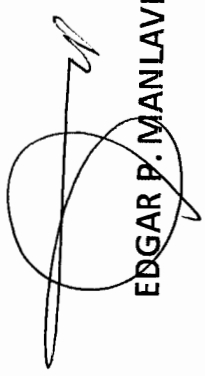
3.3. An advance payment equivalent to fifteen percent (15%) of the Contract Price in Philippine Pesos shall be paid to the **CONTRACTOR** upon submission of the following:



EDGAR P. MANLAVI


LILLIANNE E. ULGADO


ELMER M. ABIN


JOSE MIDAS P. MARQUEZ

- 
- EDGAR P. MANLAVI
- 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.




LILLIANNE 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 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.



ELMER M. ABIN

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:

- 
- JOSE MIDAS P. MARQUEZ
- (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.

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.

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:

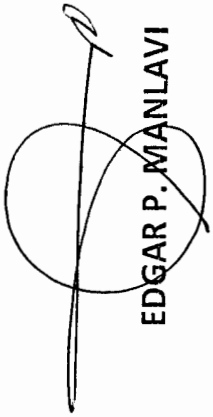
- (1) Approved Memorandum for change order/extra work order (inclusive of claim of **CONTRACTOR**);
- (2) Billing Statement including detailed actual accomplishment report expressed in percentage;
- (3) Progress photographs;
- (4) Affidavit of Payment;
- (5) Affidavit of Release of Liens;
- (6) Change 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.

EDGAR P. MANLAVI

JULIANNE E. ULGADO

ELIVER M. ABIN

JOSE MIDAS P. MARQUEZ



EDGAR P. MANLAVI

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**.



LILIANNE E. ULGADO

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**.

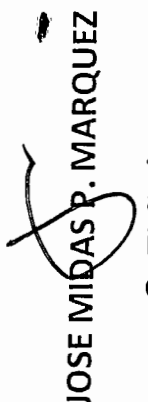
ARTICLE IV - PERFORMANCE SECURITY OF THE CONTRACTOR

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:



ELMER M. ABIN

- 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**.



JOSE MIDAS P. MARQUEZ

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.

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**.

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.

EDGAR P. MANLAVI

JULIANNE E. ULGADO

ELMER M. ABIN

JOSE MIDAS P. MARQUEZ


**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.

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

**E.M. ABIN TRADING AND
CONSTRUCTION**
(Contractor)

By:


ELMER M. ABIN
Owner

SIGNED IN THE PRESENCE OF:


LILLIANNE E. ULGADO
Chief Accountant
Accounting Division


EDGAR P. MANLAVI

ACKNOWLEDGMENT

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

Before me, for and in the City of Manila, Philippines, on this
18th day of Oct. 2014, personally appeared:

JOSE MIDAS P. MARQUEZ SC ID No. 60037000

ELMER M. ABIN Voters I.D. 5316-0371B-L0263EMA10001-0

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.

Eden T. Candelaria
EDEN T. CANDELARIA
Deputy Clerk of Court and
Chief Administrative Officer
Supreme Court of the Philippines

Edgar P. Manlavi
EDGAR P. MANLAVI

Lilianne E. Ulgado
LILIANNE E. ULGADO

ELMER M. ABIN

Jose Midas P. Marquez
JOSE MIDAS P. MARQUEZ

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Book No. _____
Page No. _____
Series of _____



Republic of the Philippines
Supreme Court
Manila

EN BANC

NOTICE

Sirs/Mesdames:

Please take notice that the Court en banc issued a Resolution dated AUGUST 9, 2016, which reads as follows:

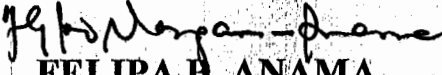
"A.M. No. 16-08-01-SC (Re: Award of Contract for the Procurement of a Works Contractor for the Repair and Rehabilitation of the Hall of Justice in Corcuera, Romblon to E.M. Abin Trading and Construction).- The Court Resolved, upon the recommendation of the Bids and Awards Committee for the Halls of Justice, to

(a) **AWARD** the contract for the procurement of a works contractor for the repair and rehabilitation of the Hall of Justice in Corcuera, Romblon, to **E.M. Abin Trading & Construction;**

(b) **AUTHORIZE** the Fiscal Management and Budget Office to pay E.M. Abin Trading & Construction the contract price of Three Million Twenty-Five Thousand Nine Pesos and 65/100 (₱3,025,009.65), subject to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations; and

(c) **AUTHORIZE** Court Administrator Jose Midas P. Marquez to sign, for and in behalf of the Court, the contract with E.M. Abin Trading & Construction with respect to the aforementioned Project." Brion, J., on leave. (adv3)

Very truly yours,


FELIPA B. ANAMA
Clerk of Court

-Our