

APPROVED FOR POSTING



REPUBLIC OF THE PHILIPPINES
Sandiganbayan
Quezon City

MA. TERESA S. PABULAYAN
Executive Clerk of Court IV

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

January 15, 2020

MR. ALAN A. GATPOLINTAN
Authorized Representative
New Profile Construction Co. Inc.
Room 209, Queensland Building
Dolores, San Fernando City, Pampanga

Dear **MR. GATPOLINTAN**:

The attached Contract having been signed and approved, notice is hereby given to **NEW PROFILE CONSTRUCTION CO. INC.** for the execution of the project:


Design and Build of the Renovation and Rehabilitation of the 5th Floor Sandiganbayan Centennial Building

You are hereby responsible for performing the terms and conditions provided for under the Contract for the said procurement project.

Very truly yours,

MA. TERESA S. PABULAYAN
*Executive Clerk of Court IV and
Chairperson, Bids and Award Committee*

CONFORME/RECEIVED BY:


for.  **MR. ALAN A. GATPOLINTAN**
Authorized Representative
Date: Jan. 15, 2020

CONTRACT
Design and Build of the Renovation and Rehabilitation
of the 5th Floor Sandiganbayan Centennial Building


THIS CONTRACT for the *Design and Build of the Renovation and Rehabilitation of the 5th Floor Sandiganbayan Centennial Building* is executed and entered into by and between:

The **SANDIGANBAYAN**, a judicial institution duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address located at the Centennial Building, Commonwealth Avenue, Quezon City and represented herein by its Presiding Justice, the **HON. AMPARO M. CABOTAJE-TANG**, hereinafter referred to as the "**COURT**"

- a n d -




NEW PROFILE CONSTRUCTION CO. INC., a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at **Room 209, Queensland Building, Dolores, San Fernando City, Pampanga**, represented by its Authorized Representative, **ENGR. ALAN A. GATPOLINTAN**, hereinafter referred to as "**CONTRACTOR**":



WHEREAS the "COURT", through the Procurement Service-Department of Budget and Management (PS-DBM), invited Bids for the *Design and Build of the Renovation and Rehabilitation of the 5th Floor Sandiganbayan Centennial Building* and has awarded the Contractor for the supply of those goods and services in the sum of **FIFTY-NINE MILLION NINE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED FORTY-FOUR PESOS AND SEVENTY-NINE CENTAVOS (Php59,967,144.79)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 
1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - (a) Contractor's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications and Terms of Reference;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract;
 - (f) Performance Security;

- (g) Entity's Notice of Award; and
- (h) Other documents that may be required by existing laws or by the procuring entity.

3. In consideration of the payments to be made by the COURT to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the COURT to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The COURT hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. In case of breach of this Contract by the Contractor, the Contractor shall be liable to pay liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the project for every day of delay.

The COURT shall deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the COURT may rescind or terminate the Contract without prejudice to other courses of action and remedies available under the circumstances.

The COURT need not prove that it has incurred actual damage to be entitled to damages. Such amount shall be deducted from any money due or which may become due the Contractor, or collected from any securities or warranties posted by the latter, whichever is convenient to the COURT.

6. It is understood that the failure of the COURT to demand strict compliance with any and all the terms of this Contract shall not be construed as a waiver and/or estoppel on the part of the COURT for the enforcement of any of its rights or to subsequently demand compliance therewith during the subsistence of this Contract.

7. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." PROVIDED, FURTHER, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

8. Any and all actions arising from this Contract, which any party may institute, shall be brought exclusively before the proper court in Quezon City, Philippines.

IN WITNESS WHEREOF, we have hereunto set our hands this 15 JAN 2020 day of _____ 2020, at Quezon City, Philippines.


SANDIGANBAYAN

Court

**NEW PROFILE CONSTRUCTION
CO. INC.**

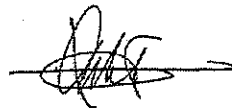
Contractor

Represented by:


AMPARO M. CABOTAJE-TANG

Presiding Justice

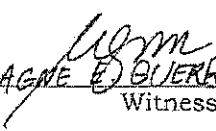
Sandiganbayan Employee ID No.
01230014


ALAN A. GATPOLINTAN

Authorized Representative

PRC Reg. No. 0069125 valid until
October 25, 2020

SIGNED IN THE PRESENCE OF:


CHAMAGNE E. GUERRERO
Witness


Emelital A. Canaig
Witness

A C K N O W L E D G M E N T

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

BEFORE ME, a Notary Public for and in Quezon City, personally appeared
the following:

SANDIGANBAYAN

Court

**NEW PROFILE CONSTRUCTION
CO. INC.**


Contractor

Represented by:


AMPARO M. CABOTAJE-TANG

Presiding Justice

Sandiganbayan Employee ID No.
01230014


ALAN A. GATPOLINTAN

Authorized Representative

PRC Reg No. 0069125 valid until
October 25, 2020

known to me and to me known to be the same persons who executed the foregoing instrument, for and in behalf of the parties to the instrument, and acknowledged to me that the same is the free and voluntary act and deed of the parties they represent.

This Instrument consists of only three (3) pages, including this page in which this Acknowledgment is written, duly signed by the above-named representatives and their instrumental witnesses on each and every page hereof. WITNESS MY HAND AND SEAL, this 15 JAN 2020 2020, at Quezon City Philippines.

Doc No. 734;
Page No. 67;
Book No. II;
Series of 2020.

Yolanda G. Alfonso
ATTY. YOLANDA G. ALFONSO

Notary Public
Until December 31, 2020
PTR No. 91003220 - 11-8-2019
IBP No. 097442- D1 / 14 / 2019-Quezon City
ADM. MATTER No. NP-203 (2019-2020)
Roll No. 17738
MCLE: EXEMPTED
ADDRESS No 34 Asele St., OSIS VILL., Proj. 8, Quezon City

