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Chapter XIII

HALLS OF JUSTICE

On December 1, 1988, then President Corazon C. Aquino issued Administrative Order No. 99 constituting an inter-agency committee to undertake a program to improve the infrastructure of the justice system. The President was obviously prompted by the acute shortage or by the poor quality of buildings, rooms and other facilities assigned to officials exercising judicial function.

A Committee composed of the Secretary of Justice, as Chairman, and the Secretaries of Public Works and Highways and of Local Government, as members, was immediately directed to undertake a program for the construction and/or rehabilitation of court buildings and offices of Fiscals (now State Prosecutors), Citizen Attorneys (now Public Attorneys) and Probation Officers. Later, by virtue of Administrative Order No. 11 dated September 18, 1992, the Registries of Deeds were included. This program is now popularly known as the Justice System Infrastructure Program (JUSIP). The buildings thus constructed are now the Halls of Justice.

Upon completion and occupancy by the Lower Courts and the various Department of Justice Offices, the responsibility of operation and maintenance of the Halls of Justice falls upon the Supreme Court.

Under Administrative Order No. 124-91 dated November 11, 1991, a Committee on Halls of Justice (CHOJ) was created to assist the Supreme Court in the administration and maintenance of Halls of Justice (HOJ) in the different parts of the country.

A. MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The SUPREME COURT OF THE PHILIPPINES, with address at Padre Faura Street, Ermita, Manila, hereafter referred to as the COURT, represented herein by Chief Justice HILARIO G. DAVIDE, JR., pursuant to the Resolution of the Court en banc of 28 March 2000 in A.M. No. 00-3-03-SC;

- and --

The DEPARTMENT OF JUSTICE, a government agency of the Republic of the Philippines, with address at Padre Faura Street, Ermita, Manila, hereafter referred to as the DEPARTMENT, and represented by Acting Secretary ARTEMIO G. TUQUERO,

WITNESSETH:

WHEREAS, administrative Order No. 99 dated a December 1988 of the Office of the President tasks the DEPARTMENT. The Department of Interior and Local Government and the Department of Public and Works and Highways, in consultation with the COURT, to undertake the Justice System Infrastructure Program (JUSIP)

under which court houses or buildings or halls of justice shall be rehabilitated/constructed for the use or occupancy of the COURT, the National Prosecution Service (NAPROS), the Parole and Probation Administration (PPA), the Public Attorney's Office (PAO) and Registries of Deed pursuant to Administrative Order No. 11, dated 18 September 1992;

WHEREAS, as of this date, one hundred and ninety-eight (198) buildings, hereafter referred to as BUILDINGS, and listed in annex "A" hereof which is made integral part of the Memorandum of Agreement, have been rehabilitated or reconstructed under the JUSIP;

WHEREAS, under the JUSIP the ownership of the BUILDINGS and the parcels of land on which they are built is vested in the DEPARTMENT, while the maintenance of said BUILDINGS is assigned by law to the COURT;

WHEREAS, past experiences have demonstrated the need to merge the ownership and possession of the aforementioned BUILDINGS and the land they have been constructed in one body to promote and ensure the orderly, effective and efficient use, operation and maintenance of the BUILDINGS;

NOW, THEREFORE, the PARTIES hereby agree as follows:

ARTICLE I

OBLIGATION OF THE DEPARTMENT

SECTION 1. (A) The ownership of all the BUILDINGS that have been completely constructed under the JUSIP, including the land on which the BUILDINGS have been constructed and the improvements thereon, as well as all the furniture and office equipment provided or issued by the DEPARTMENT to the courts and court personnel in said BUILDINGS, shall automatically be transferred to the COURT upon the signing of this Memorandum of Agreement.

For purposes of this Memorandum of Agreement, the word land shall refer to the entirety of the lot or parcel of land originally donated to the DEPARTMENT for the court house/building or hall of justice.

(B) Except as hereinafter provided, the DEPARTMENT shall have the duty to construct the court houses/buildings or halls of justice under the JUSIP: Provided that, the ownership of all BUILDINGS under construction or which shall hereafter be constructed under the JUSIP, and the land on which the BUILDINGS are to be constructed and the improvements thereon, as well as all the furniture and office equipment hereafter to be provided or issued by the DEPARTMENT to the courts and court personnel in said BUILDINGS, shall be deemed transferred to the COURT upon the final acceptance from the contractor of the BUILDINGS by the DEPARTMENT.

(C) In the cases covered by the preceding subsecs. (A) and (B), the ownership of the furniture and office equipment specifically provided or issued to the personnel of the agencies under the DEPARTMENT shall remain with the DEPARTMENT.

SEC. 2. The DEPARTMENT shall turn over to the COURT the insurance policies covering and pertinent to the BUILDINGS and the contracts/agreements, and other pertinent documents, entered into by the DEPARTMENT with other parties for the construction thereof, and for the supply thereto of water, electricity and other utilities and such other documents relevant to the transfer of ownership of the BUILDINGS.

SEC. 3. The DEPARTMENT reserves the right to make, for its own account, such renovations and changes in and about the offices assigned to the NAPROS, PAO, PPA and the Registries of Deeds; Provided, That said renovations and changes shall not impair the efficient and normal use of the BUILDINGS or reduce the size of the

common areas and those assigned to the courts; or affect the aesthetic qualities or the general appearance of the other offices, in particular, and the BUILDINGS in general and; Provided, further, That such renovations and changes shall be undertaken with the prior knowledge and written approval of the COURT.

SEC. 4. The DEPARTMENT shall, for its account, maintain in good order, and undertake all repairs of, the offices in the BUILDING occupied by the NAPROS, PAO, PPA, and Registries of Deeds.

SEC. 5. All rights of the DEPARTMENT acquired under contracts for the construction of existing BUILDINGS are deemed automatically transferred/conveyed to the COURT upon the execution of this Memorandum of Agreement, and upon the acceptance from contractors by the DEPARTMENT of BUILDINGS undergoing construction or to be hereafter constructed for the DEPARTMENT.

ARTICLE II

OBLIGATIONS OF THE COURT

SECTION 1. On all existing BUILDINGS and all new BUILDINGS whose ownership are under the Memorandum of Agreement transferred to it, the COURT shall:

- Maintain and pay all charges for the water, electricity and other utilities consumed/used in the BUILDINGS after the turn over to the COURT;
- Provide janitorial, security and other services that may be required in the BUILDINGS. Janitorial services shall cover only public and such other common areas and grounds. These shall include courtrooms, corridors, stairways, elevators, public toilets, etc., but shall not include offices and private toilets;
- Continue to maintain insurance for the protection of the BUILDINGS;
- Repair all damages to the BUILDINGS except those caused by the fault or negligence of the offices and agencies of the DEPARTMENT, and, in general, maintain the BUILDINGS, including the grounds thereof, in good and substantial repair and condition; and
- Allow the continued and exclusive occupancy by NAPROS, PAO, PPA and Registries of Deeds of office spaces assigned to them in the BUILDINGS without any reduction of space; Provided, That if any of such offices no longer need the office space assigned for their use, the office space concerned, including the permanent or fixed improvements found therein, shall be forthwith turned over to the COURT.

ARTICLE III

DONATIONS OF LANDS/BUILDINGS TO THE COURT

SECTION 1. Nothing in this Memorandum of Agreement shall prohibit the COURT from directly accepting donations of parcels of land as sites for court houses/buildings or halls of justice, or of buildings to be used as court house or halls of justice from local government units or private parties.

SEC. 2. The DEPARTMENT shall exert its utmost for the inclusion in the budget for the JUSIP such appropriations as may be necessary for the construction of the court houses/buildings or halls of justice on the land stated in Sec. 1 of this Article and to undertake the construction of such court houses/buildings or halls of justice. Thereafter, Subsec. B of Sec. 1 of Article I hereof shall be applicable protanto.

SEC. 3. Nothing in this Memorandum of Agreement shall likewise prohibit the COURT from appropriating from

the portion of its Judiciary Fund intended for equipment and facilities or from savings in appropriations whenever allowed by law, such sum as may be necessary for the construction of the court houses/building or hall of justice of the lots donated to it, and to provide the same with equipment furniture and other facilities which are needed for the courts and personnel.

ARTICLE IV

CONSTRUCTION OF HALLS OF JUSTICE BY LOCAL GOVERNMENT UNITS

SEC. 1. Any local government unit may by itself and at its own expense construct court houses/buildings or halls of justice with the prior knowledge and written approval of the COURT. The COURT may provide financial assistance to the local government unit for the purchase/acquisition of office equipment, facilities or furniture as may be necessary for the use of courts and court personnel therein, or may directly acquire them for such purpose. A Memorandum of Agreement on the matter shall be executed by the local government unit and the COURT represented by the Chief Justice.

SEC. 2. The local government unit and the COURT may seek or solicit financial support from the DEPARTMENT for the construction of the court house/building or hall of justice under this Article. A Memorandum of Agreement shall be executed to govern any arrangement on this matter between or among the parties.

ARTICLE V

RULES AND REGULATIONS

The Rules and Regulations which shall subsequently be prescribed by the COURT through its Committee on Halls of Justice or any of its officials shall be binding upon the parties herein.

ARTICLE VI

EFFECTIVITY

This Agreement shall take effect upon its signing by the parties herein.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 9[th] day of June in the year of our Lord two thousand.

DEPARTMENT OF JUSTICE
PHILIPPINES SUPREME COURT OF THE

By:

By:

ARTEMIO G. TUQUERO

Secretary

HILARIO G. DAVIDE, JR.

Chief Justice

B. GUIDELINES ON THE OCCUPANCY, USE, OPERATION AND MAINTENANCE OF HALLS OF

JUSTICE

PART I**GENERAL PROVISIONS**

SECTION 1. Coverage – These Rules and Regulations shall cover all HOJ constructed and completed, repaired or rehabilitated under the JUSIP all courthouses or portions of buildings maintained by the CHOJ, and all the courthouses donated by the local government units to the COURT; and, whatever applicable, all court officials and personnel as well as all employees of agencies under the DOJ or of other offices housed therein.

SEC. 2. Supervision and Control – The CHOJ shall have supervision and control over all personnel of the Maintenance Units stationed in the different HOJ and courthouses referred to in Sec. 1.

SEC. 3. Use of HOJ.

SEC. 3.1 The HOJ be for the exclusive use of Judges, Prosecutors, Public Attorneys, Probation and Parole Officers and, in the proper cases, the Registries of Deeds, including their support personnel.

SEC. 3.2. The HOJ shall be used only for court and office purposes and shall not be used for residential, i.e., dwelling or sleeping, or commercial purposes.

SEC. 3.3. Cooking, except for boiling water for coffee or similar beverage, shall not be allowed in the HOJ.

SEC. 4. Allowed Signages and Notices. -- Only such signs and notices the design of which were prepared and/or authorized by the DOJ before the HOJ was turned over to the COURT, or by the CHOJ after the turnover of the HOJ in its favor, may be affixed, inscribed or painted on any part of the HOJ, both interior and exterior.

SEC. 5. Allowed Alterations. -- Alterations, installations, additions or improvements may not be made or introduced on the HOJ, such as the installation of air conditioners, window guards, aerial antennas without the prior written approval of the CHOJ.

SEC. 6. Removal of Unauthorized Signs and Alterations. -- The CHOJ may cause the removal of any unauthorized signs, notices, installations, additions or alterations and restore the HOJ to its original condition at the expense of the official or employee of the office who introduced the same.

SEC. 7. Allowed Equipment. -- No photocopying, photographic, telecommunications or other similar equipment shall be installed and operated for commercial purposes inside the HOJ without the prior written approval of the CHOJ.

SEC. 8. Prohibited Food and Beverages, etc. -- Food, beverages and any kind of refreshment, cigarettes, newspapers and other sundry merchantable items may not be sold inside the HOJ or the grounds thereof without the prior written approval of the CHOJ. The sale of any intoxicating alcoholic beverage inside the HOJ or its premises or grounds is absolutely prohibited.

SEC. 9. Gate Passes. -- Gate passes signed by the duly authorized officers of the courts and the offices housed in the HOJ shall be required whenever furniture, equipment, appliance or supplies are to be brought in or out of the building.

SEC. 10. Visitors Not Allowed After 5:00 P.M. -- For the security of all occupants or employees and the protection of property in the HOJ, visitors of the HOJ shall not be allowed entry into the HOJ after five o'clock in the afternoon.

SEC. 11. Plumbing Facilities and Accessories. -- The plumbing facilities and accessories (wash basins, toilet bowls, drainpipes and the like) shall not be used for any purpose other than those for which they had been constructed and no foreign substance of any kind (e.g., sanitary napkins, plastic bags, cloth rags, food leftovers) shall be thrown therein. Plumbing facilities and accessories broken, damaged or clogged by reason of the violation of this provision shall be repaired, restored or replaced by the CHOJ at the expense of the official or employee of the office responsible therefor.

SEC. 12. Waste Material. -- All waste matter, garbage and refuse shall be placed in the appropriate trash or plastic bags and shall be deposited only at such places or in such containers as may be designated by the Maintenance Unit. Garbage should be properly disposed.

SEC. 13. Inspection. -- The CHOJ or its authorized representative/s may inspect any of the areas and offices inside the HOJ to ensure proper use or operation and compliance with these Rules and Regulations.

PART II

BUILDING MAINTENANCE PERSONNEL

SEC. 14. Maintenance Unit. -- Each HOJ or courthouse referred to in Section 1 shall be properly maintained by a complement of qualified personnel.

SEC. 15. Number of Personnel. -- The staffing pattern of each Maintenance Unit is indicated in Annex "A"; with the qualification standards for each position specified in Annex "B"; and the individual duties and responsibilities described in Annex "C".

SEC. 16. General Duties and Responsibilities. -- The Maintenance Unit shall:

- Take charge and perform all works in connection with the preventive maintenance and minor repairs of the building; and keep in good and serviceable condition all tools, equipment and facilities relative thereto;
- Promote and adopt basic safety measures and practices for the prevention of accidents, damage to, or loss of life and property.
- Submit quarterly reports, within the first week of the succeeding month, to the CHOJ on the general condition of the HOJ. Such report shall be in the prescribed form (Annex "D" - Quarterly Report);
- Report immediately to the CHOJ any major breakdown of equipment and facilities and recommend courses of action to be taken;
- Monitor and record electrical and water consumption through the appropriate chart prescribed in Annex "E";
- Investigate and immediately act upon any sudden or unusual increase in electrical and water consumption and report the same to the CHOJ within forty-eight (48) hours; and submit immediately a written detailed report on the matter
- Coordinate with the personnel of the janitorial and security service agencies;
- In consultation with the Executive Judge, coordinate with the local office of the Bureau of Fire Protection for the organization of a fire brigade in the HOJ and the holding of periodic fire drills; and
- Perform such other tasks as may be assigned by the CHOJ

SEC. 17. Appointment of Maintenance Personnel.

A. FILLING-UP OF POSITIONS

The CHOJ shall be responsible for the recruitment and selection of the personnel in the Maintenance Unit.

B. PROCEDURE

- Posting/Certification of Posting

The Executive Judge/Presiding Judge, upon advice by the CHOJ, shall post the notice of vacancy in three (3) different conspicuous public places (e.g. public market, municipal or city hall, church, provincial capitol) in his station for ten (10) consecutive days. Immediately thereafter, the Executive Judge/Presiding Judge shall submit to the CHOJ a certification in the prescribed form (Annex "F") that the posting of the notice of vacancy has been complied with.

- Applications

The Executive Judge/Presiding Judge shall transmit all applications for the vacant position to the CHOJ. The applications must include the Personal Data Sheet and other supporting documents. Applications may also be submitted directly to the CHOJ Secretariat, Supreme Court.

- Evaluation/Deliberation

Upon receipt of the applications, the CHOJ shall evaluate and deliberate on the qualifications of the applicants and shall submit its recommendation to the Chief Justice.

- Processing of appointments

The Office of Administrative Services (OAS) shall process the appointments of the recommendees approved by the Chief Justice. No appointment shall be processed unless the recommendee has complied with all the requirements indicated in Annex "G."

- Assumption to duty

The appointee shall assume his duties and responsibilities only after receipt of the approved appointment from the OAS.

C. NATURE AND DURATION OF APPOINTMENT

Until such time that the proposed regular staffing pattern of the Maintenance Units in the HOJ has been approved by the Department of Budget and Management, and appropriation therefor has been provided by Congress, all appointments shall be casual in nature and appointees shall be paid on a daily basis with salary rates in accordance with existing laws, rules and regulations, chargeable against the funds released for the maintenance of the HOJ.

The period of employment shall be for six (6) months renewable every six (6) months conditioned upon at least a satisfactory rating in performance.

SEC. 18 Prohibition against requiring applicants to render on-the-job Training. -- No applicant to any position in the Maintenance Unit of the Halls of Justice shall be required to render on-the-job training as a requirement for employment.

SEC. 19. Office Attendance.- All personnel of the Maintenance Unit of the Halls of Justice must register their time of arrival and departure in the bundy clock (if applicable) or in a logbook to be kept in the Office of the Clerk of Court.

SEC. 20. Performance Evaluation.- The performance of all personnel of the Maintenance Unit shall be evaluated every six (6) months. They shall be rated for, among others:

- Punctuality and Attendance;
- Industry;
- Work efficiency;
- Job fitness;
- Conduct, character and integrity; and
- Initiative and resourcefulness

The said personnel will be rated by the following heads of offices stationed in the HOJ:

- The Executive Judge/Presiding Judge;
- The Clerk of Court;
- The highest ranking Prosecutor; and
- The Maintenance Unit Head.

The accomplished performance evaluation forms duly signed by the raters and ratees shall be transmitted by the Clerk of Court to the CHOJ within fifteen (15) days from the end of each rating period.

SEC. 21. Prohibition Against Extraneous Assignment. -- No maintenance personnel shall be assigned to perform tasks not pertaining to the general and individual duties and responsibilities subject of Secs. 15 and 16.

The CHOJ, upon request, may assign a member of a Maintenance Unit to perform a particular work outside his station.

SEC. 22. Transfer. -- A maintenance personnel who shall transfer to another office or agency must submit to the CHOJ a request for permission to transfer.

SEC. 23. Promotion. -- In case a vacancy exists in a Maintenance Unit of a particular HOJ, a maintenance personnel thereof who applies and possesses all the qualifications for the position may be given preference for promotion.

SEC. 24. Resignation. -- A maintenance personnel who intends to resign must submit a resignation letter duly endorsed by the Maintenance Head or the Clerk of Court as the case may be to the CHOJ indicating thereon the date when such resignation shall take effect. There must be acceptance of the resignation in writing by the appointing authority.

SEC. 25. Termination. -- The services of a maintenance personnel may be terminated only for cause and upon due process.

SEC. 26. Permission to Travel. -- A maintenance personnel who intends to travel abroad must request for authority, in accordance with existing rules and regulations, from the Chief Justice through the Chairman, CHOJ.

SEC. 27. Clearances. -- A maintenance personnel shall be required to submit a clearance in the following instances:

- transfer;

- resignation; and
- leave of absence for more than thirty (30) days.

SEC. 28. Surrender of ID.-- Upon transfer or resignation, a maintenance personnel shall surrender his I.D. card to the OAS.

SEC. 29. Benefits. -- Maintenance personnel in the HOJ shall enjoy, among others, the following:

- Government Service Insurance System (GSIS) membership benefits (Rep. Act No. 8291) such as loans, dividends, etc.;
- Philippine Health Insurance (PhilHealth) membership benefits (Rep. Act No. 7742) such as hospitalization and medical benefits;
- Pag-Ibig membership benefits such as Multi-purpose and Housing loans, etc; and
- Leave credits (1.25 days Sick Leave and 1.25 days Vacation Leave per month).

SEC. 30. Submission of Daily Time Records. (DTRs). -- Every maintenance personnel shall submit his duly accomplished and signed DTR for every month, within five (5) days from the end of each month, to the OAS. The DTRs of the maintenance personnel shall be signed by the maintenance unit head, while the latter's DTR shall be signed by the Clerk of Court.

SEC. 31. Submission of Leave Applications. -- Every maintenance personnel shall submit his duly accomplished leave application to the OAS. The leave application of the maintenance personnel shall be signed by the maintenance unit head, while the latter's leave application shall be signed by the Clerk of Court.

SEC. 32. Overtime Services. -- Any personnel of the Maintenance Unit may render overtime services provided he has secured prior written authority from the CHOJ. However, whenever the exigencies of the service require, a maintenance personnel may render overtime services after securing prior verbal authority from the CHOJ. Should there be difficulties in securing such verbal authority, the maintenance personnel may nonetheless perform overtime services, subject to the confirmation of his authority by the CHOJ upon his submission of a written justification immediately after rendition of the overtime services.

SEC. 33. Complaints. -- Any complaint against any personnel of the maintenance unit shall be filed directly with the CHOJ. No complaint shall be acted upon unless the same is duly subscribed and sworn to.

PART III

MAINTENANCE SUPPLIES, MATERIALS, HAND TOOLS, EQUIPMENT AND SERVICES

SEC. 34. Emergency/Urgent Purchases and Repair. -- No purchase of supplies and materials or repair of equipment shall be made without a prior written request approved by the CHOJ. However, the purchase of urgently needed materials or the undertaking of urgently required repairs may be made upon verbal authority of the CHOJ.

In case of emergency purchases and repair where it is impracticable to secure the necessary authority, the same shall be reported to the CHOJ within twenty-four (24) hours.

SEC. 35. Requirements for Reimbursement. -- All requests for reimbursement for urgent or emergency purchase of supplies and materials shall be accompanied by the following:

- Official receipt evidencing payment or, in the absence of an official receipt, a cash invoice showing cash sales;
- Original copy of invoice;
- Indorsement by the Executive Judge or Clerk of Court;
- Requisition and Issue Voucher (RIV);
- Inspection Report;
- Canvass papers from at least three (3) bona fide dealers or certificate of distributorship in case of purchase through an exclusive distributor whenever applicable;
- Certificate of emergency purchase to be issued by the Maintenance Unit Head;
- Certificate of acceptance by the Maintenance Unit Head duly concurred in by the Executive Judge or Clerk of Court; and
- Stock position report.

All requests for reimbursement for urgent or emergency repair of equipment shall be accompanied by the following:

- Official receipt evidencing payment or, in the absence of an official receipt, a cash invoice showing cash sales;
- Original copy of invoice;
- Indorsement by the Executive Judge or Clerk of Court;
- Pre- and Post-Inspection Report by the Commission on Audit and Maintenance Unit;
- Report of Waste Materials, in case of replacement parts;
- Certification by the Maintenance Unit Head that damage is due to wear and tear and not due to negligence;
- Warranty of the repair shop;
- Certification by the Maintenance Unit Head that the repair was emergency
- Certificate of acceptance by the Maintenance Unit Head duly concurred in by the Executive Judge or Clerk of Court;

SEC. 36. Procurement Procedure for Supplies and Materials.- The following procedure must be followed in the procurement of maintenance supplies and materials:

- An RIV shall be prepared and accomplished (Annex "H") by the Maintenance Head and approved by the Clerk of Court.
- The RIV shall cover only supplies and materials consumable or which can be consumed for six (6) months and shall indicate the exact quantity and complete description of the requisitioned supplies and materials and accompanied by a Stock Position Report (Annex "I") indicating the balance on hand and average monthly consumption.
- Requisition for maintenance tools, spare parts and equipment must be justified in writing as to the necessity for their acquisition. In case of spare parts, the requisition should be accompanied by a duly accomplished Report of

Waste Materials. (Annex "J") In case of a requisition for maintenance tools and/ or equipment, the accompanying justification must also state whether the same is original, additional or replacement.

Original items refer to those requisitioned to complement existing units. Replacement items refer to those requisitioned to supplant existing items no longer serviceable at the time of the preparation of the requisition.

In case of replacement of tools or equipment, a separate request for disposal of the unserviceable item must be submitted to the CHOJ accompanied by a duly accomplished Inventory and Inspection Report of Unserviceable Property. (Annex "K")

- For any HOJ located in the NCR or those outside the NCR where the dealers or suppliers do not accept supply orders on charge, the Maintenance Unit shall submit the RIV together with the supporting documents to the CHOJ for review and evaluation.

SEC. 37. Other Halls of Justice. -- For HOJ not falling under the preceding section, the following shall apply:

- If the estimated cost of item/s to be requisitioned amounts to P30,000.00 or less, the Maintenance Unit Head shall submit to the CHOJ proposals from three (3) offerors with known experience and proven capability acquired through open canvass. (Annex "L")

- If the estimated cost of item/s to be requisitioned amounts to more than P30,000.00 but is less than P500,000.00, the Maintenance Unit Head shall solicit sealed proposals from three (3) offerors and require the same to be mailed directly to the CHOJ. (Annex "M")

SEC. 38. Requisition for Services. -- In the requisition or request for services other than those that can be undertaken by the maintenance personnel, such as the repair of equipment and facilities, termite and control treatment, the following shall likewise apply:

- If the estimated cost of service to be rendered amounts to P30,000.00 or less, the Maintenance Unit Head shall submit to the CHOJ proposals from three (3) offerors acquired through open canvass. (Annex "L")

- If the estimated cost of service to be rendered amounts to more than P30,000.00 but is less than P500,000.00, the Maintenance Unit Head shall solicit sealed proposals from three (3) offerors and require the same to be mailed directly to the CHOJ (Annex "M")

SEC. 39. Issuance of Purchase/Job Orders. -- For requisitions where the suppliers or dealers accept orders on credit, the Purchase/Job Orders will be issued by the Property Division, Supreme Court, and transmitted to the Maintenance Unit Head for implementation.

SEC. 40. Review and Evaluation. -- The CHOJ shall review and evaluate all requisitions and recommend to the Chief Justice the approval, reduction or modification of the same whenever necessity or availability of funds so dictates.

PART IV

REPAIR OF DAMAGES TO HALLS OF JUSTICE BUILDINGS

SEC. 41. Repair of Damages; Exception. -- The COURT shall be responsible for the repair of all damages to buildings except those caused by the fault or negligence of the officials and employees of the agencies under the DOJ and other offices housed in the HOJ It shall maintain the HOJ and courthouses in good substantial repair and condition.

SEC. 42. Report of Maintenance Unit Head. -- The Maintenance Unit Head shall report to the CHOJ any damage to the building or offices. The report shall include:

- Nature and extent of the damage;
- Cost estimate, including labor and materials;
- If possible, photographs of the damaged area; and
- Information whenever the works can be undertaken by the Maintenance Unit.

SEC. 43. Procedures for Repairs by Administration. -- Should the request for repair be approved by the CHOJ, the following procedure shall be followed:

- If the estimated cost of repair amounts to P30,000.00 or less, the Maintenance Unit Head shall submit to the CHOJ proposals from three (3) offerors acquired through open canvass. (Annex "L")
- If the estimated cost of repair amounts to more than P30,000.00 but is less than P500,000.00, the Maintenance Unit Head shall solicit sealed proposals from three (3) offerors and require the same to be mailed directly to the CHOJ. (Annex "M")
- If the estimated cost is more than P500,000.00, the same shall be forwarded to the Committee of the Supreme Court for appropriate action.

SEC. 44. Emergency Repairs.- In accordance with existing laws, rules and regulations, no public bidding need be undertaken in the following cases:

- In times of emergencies arising from natural calamities where immediate action is necessary to prevent imminent loss of life or property, in which case, direct negotiation or simplified bidding may be undertaken;
- Failure to award the contract after competitive public bidding for valid cause or causes, in which case, simplified bidding may be undertaken; and
- Where the construction project covered by the contract is adjacent or contiguous to an on-going project and it could be economically pursued by the same contractor, in which case, direct negotiation may be undertaken with said contractor at the same unit prices and contract conditions, less mobilization costs, provided that he has no negative slippage and has demonstrated satisfactory performance. Otherwise, the contract shall be awarded through public bidding.

SEC. 44.1 Whenever applicable, the provisions of Pres. Decree No. 1594 shall govern.

SEC. 45. Implementation. -- In the execution of the repair, the Maintenance Unit Head shall coordinate with the contractor for the purpose of monitoring developments. Such developments shall be included in his regular reporting to the CHOJ. For determination of compliance with the specifications of the contract, the Maintenance Unit Head or the CHOJ shall conduct the appropriate inspection.

Upon completion of the project, the Maintenance Unit Head shall immediately report the same to the CHOJ.

The provisions on the payment of bills in Part V shall be followed.

SEC. 46. Physical Inventory. -- Pursuant to Administrative Circular No. 10-96, the Heads of the Maintenance Units shall conduct an annual physical inventory of office equipment and furniture assigned to their respective offices as of 31 December of every year, and a quarterly inventory of maintenance supplies and materials. The

results of such inventory shall be reflected in the attached Inventory Report form (Annex "N"), accomplished in triplicate, and duly attested by the Clerk of Court or the Executive Judge. The annual inventory report shall be submitted to the Property Division, on or before 30 January of the succeeding year, while the quarterly report shall be submitted fifteen (15) days after the end of every quarter.

PART V

PAYMENT OF BILLS

SEC. 47. Responsibility for Payment of Bills. -- All bills in connection with the operation and maintenance of the HOJ, including but not limited to water, electricity and telephone services shall be paid by the COURT.

SEC. 48. Local Government Support. -- The voluntary undertaking and payment by local government units of the cost of maintaining the HOJ shall be promoted and encouraged.

Sec. 49. Indorsement of Bills. --All bills for electricity, water, and telephone services, etc., shall be verified and checked by the Maintenance Unit Head. Only the original of the bill shall be processed and sent to the CHOJ. The verification of the same shall be effected through a statement at the back of the bill, as follows:

"VERIFIED AND CHECKED

Signature

Name in Print

Date"

Thereafter, the bill shall be submitted to the Executive Judge/ Presiding Judge or Clerk of Court for indorsement to the CHOJ. The verification, checking and indorsement shall be effected within five (5) days from receipt of the bill.

All indorsements shall be sent to the Secretariat, CHOJ.

In case of the unavailability of the original of the bill due to unavoidable circumstances, photocopies should be duly authenticated by the Executive Judge/Presiding' Judge or Clerk of Court.

SEC. 50. Checks in Payment of Bills. -- Checks in payment of bills shall be mailed or released directly to the payee who shall issue the corresponding official receipt. The Official Receipt shall be issued or sent to the Checks Disbursement Division, Fiscal Management and Budget Office (FMBO), Supreme Court.

SEC. 51. Telephone Bills. -- The COURT shall only assume payment for official calls. Official calls shall be duly certified by the Executive Judge/Presiding Judge or the respective heads of the different offices concerned. Personal calls should be paid by the employee concerned to the cashier or collecting officer in the Office of the Clerk of Court and the corresponding official receipt should be attached to the bill to be submitted to the CHOJ.

SEC. 52. Reimbursement of Utility Bills. -- In case of advance payment for utility bills, the requests for reimbursement shall be accompanied by:

A. Telephone Charges:

- Official receipt evidencing payment or bill showing tabulated payment;
- Indorsement of the Executive Judge/Presiding Judge;
- Certification by the Executive Judge/Presiding Judge that calls made -are official in nature and statement of calls made indicating therein the calling party and the party called; and

- Statement of account or bill.

B. Electric or Water Charges:

- Official receipt evidencing payment or bill showing tabulated payment;

- Indorsement of the Executive Judge/Presiding Judge; and

- Statement of account or bill of consumption.

PART VI

INSTALLATION AND OPERATION OF PHOTOCOPYING/VENDO MACHINES OR PUBLIC TELEPHONE BOOTHS IN THE HALLS OF JUSTICE

SEC. 53. Applications. -- Companies or individuals intending to install and operate photocopying or vendo machines within any premises shall be required to submit their proposals to the CHOJ for evaluation.

SEC. 54. Rentals and Rate Charges. -- Each bidder shall indicate in his proposal the amount he will pay as rental and the rates he will charge.

SEC. 55. Proposed Rates. -- Proposed rates to be charged shall be kept as low as possible and in no case shall they be higher than prevailing rates in the area.

SEC. 56. Review and Revision by CHOJ. -- The proposal shall be subject to review and revision by the CHOJ.

SEC. 57. Approval by the Chief Justice; Execution of Contract. -- Upon approval by the Chief Justice, the CHOJ shall execute a contract with the winning bidder hereinafter referred to as the CONCESSIONAIRE.

Upon execution of the contract, the Executive Judge/Presiding Judge shall be informed of the same.

SEC. 58. Incidental Costs. -- All costs incidental to the installation, operation and maintenance of the machines, including wiring, outlets, etc., shall be for the account of the CONCESSIONAIRE.

SEC. 59. Placement of Machines. -- Placement of the machine shall not unduly restrict the passage of persons, nor shall its operation cause disturbance in the premises.

SEC. 60. Installation of Public Telephone Booth. -- The pertinent provisions of this Part shall likewise apply to any application for the installation of public telephones within the premises of the HOJ.

SEC. 61. Remittance of Rental Payments. -- Rental payments for any HOJ located in the NCR for each month shall be paid to the Cashier Division, Supreme Court not later than the fifth day of the succeeding month, and the corresponding official receipts shall be issued for every month. For other HOJ, rental payments shall be paid to the Clerk of Court and included in their collections for the JDF

PART VII

OPERATION OF CANTEENS IN THE HALL OF JUSTICE

SEC. 62. Authority to Operate.-- No individual or firm shall operate a canteen without a written authority from the CHOJ.

SEC. 63. Proposals from Applicants/Concessionaires. -- An interested concessionaire shall directly submit to the CHOJ a sealed proposal which shall include but not limited to the following:

- rental fees;
- terms and conditions;
- copies of compliance with documentation requirements necessary to operate a canteen;
- the floor area which must be adequate to serve the projected number of customers as have been previously determined in a survey conducted for the purpose; and
- company profile, if any.

SEC. 64. Preference.-- The CHOJ shall give preference to cooperatives of court employees. In no case shall a court employee who is a member of a cooperative directly or actively participate or take part in the ordinary day-to-day operations of the canteen.

SEC. 65. Location/Space Allocation. -- The canteen must be located at the back or side portion of the HOJ unless a provision for a canteen, as approved by the CHOJ, is included in the original construction plan or if the CHOJ has determined that a space in the HOJ could be converted into or utilized as a canteen.

The location or design shall in no case destroy, obstruct any ingress or egress, or threaten the integral components, structures or overall integrity of the HOJ.

SEC. 66. Schematic Design Proposal. -- In case there is no provision for a canteen in the original construction plan or if no space in the HOJ is available or deemed convertible into a canteen, the concessionaire shall include in the proposal a design and layout of the canteen indicating perspective and specification of materials to be used in the construction.

SEC. 67. Equipment and Utilities. -- Costs of all equipment and utilities shall be borne by the concessionaire which shall include but not limited to those pertaining to:

- a. electric and water consumption;
- b. furnishings, fixtures and food warmers;
- c. utensils, tableware, trays and all other necessary equipment; and telephone, if any.

SEC. 68. Requirements. -- The concessionaire shall ensure that:

- the canteen is at all times clean, sanitary, orderly and properly maintained, free from noxious or offensive odors, disturbing noises, or other nuisances;
- the food be reasonably priced without sacrificing quality;
- the canteen personnel are properly attired with aprons, gloves, hairnets and proper footwear, etc. ;
- canteen personnel are well-trained, courteous and neat;
- as much as possible, no cooking shall be done inside the canteen premises;
- general cleaning is done at least twice a week during Tuesdays and Fridays, after the close of office hours; and

- garbage receptacles are properly covered and expeditiously disposed of daily.

SEC. 69. Prohibitions. –

- No signages/advertisements shall be allowed on the exterior walls of the canteen structure;
- Sale of any intoxicating or alcoholic beverages is absolutely prohibited;
- The concessionaire shall not make any alteration, addition, major repair or proceed with any major repair work or in any way introduce improvements or start any work in the canteen without the prior written approval of the CHOJ;
- Judges, officials and personnel stationed in the HOJ where the canteen is operated and their relatives within the fourth civil degree of consanguinity or affinity are disqualified to apply as canteen concessionaire;
- The concessionaire shall not transfer, assign, convey, mortgage or in any way encumber its rights to the whole or part of the canteen under any circumstances without the prior written consent of the CHOJ;
- Upon the expiration of the contract, the concessionaire shall not destroy any part of the building or remove any permanent or fixed structures. The building and all appurtenances thereto shall exclusively belong to the CHOJ unless the contrary intention is evident; and
- Except for radios, the installation of electronic devices such as television sets or karaokes shall not be allowed.

SEC. 70. Canteen Hours. -- The canteen hours shall be from 6:00 A.M. to 6:00 P.M., from Mondays to Fridays only.

SEC. 71. Pricing. -- Food prices shall be reasonable. The CHOJ shall monitor, conduct surveys and impose appropriate sanctions to ensure that the prices fixed are reasonable.

SEC. 72. Duration of Contract. -- The contract to operate a canteen shall be for a period of one (1) year unless the CHOJ prescribes a different period.

PART VIII

SEC. 73. Effectivity Clause. -- These guidelines shall take effect upon its approval.

Annex “C”

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Administrative Officer III

SG : 18

OFFICE : Maintenance Unit Hall of Justice

Under general supervision:

- takes charge of and is responsible for the security, upkeep, maintenance, custody and care of the building/s, grounds, and parking areas of Halls of Justice housing 21 to 100 courtrooms;
- directs, coordinates and assigns, through the Construction Maintenance and General Foreman, the works of Electricians, Plumbers, Carpenters, Air-conditioning Technicians and Utility Workers;
- determines security priorities, in coordination with the private security agency hired by the Court, on matters involving the protection and defense of Hall of Justice's properties and premises against fire, theft, destruction and/or illegal entry, including the maintenance of peace and order and the enforcement of traffic regulations within the premises;

- inspects Hall of Justice buildings and premises as to its condition and safety, reports damages to property and recommends alterations and/or repair of the same after consultation with proper authorities;
- keeps daily work and attendance records;
- takes note of supplies, materials and equipment needed and requisitions for them.
- rates the performance of subordinates under him and is responsible for their efficiency and discipline;
- prepares periodic reports of activities and accomplishments;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Building and Grounds Maintenance Head B

SG : 16

OFFICE : Maintenance Unit Hall of Justice

Under general supervision:

- directs, coordinates and supervises the work of janitors, gardeners, laborers and utility men in the upkeep and maintenance Hall of Justice buildings and compound including the gardens, driveways, parking lots and sidewalks;
- lays out work to be accomplished;
- assigns the same through the supervising laborers and janitors and keeps in close contact with them to see to it that orders or instructions are carried out;
- makes tours of inspection of Court buildings as to its condition and safety;
- reports damages to property and recommends alteration and/or repair of the same;
- keeps daily work and attendance records;
- takes note of supplies, materials and equipment needed and requisitions for them; rates subordinates under him and is responsible for their efficiency and discipline;
- prepares periodic reports of activities and accomplishments;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Construction and Maintenance General Foreman

SG : 11

OFFICE : Maintenance Unit, Hall of Justice

Under general supervision:

- supervises and participates in the maintenance, repair and improvement of Hall of Justice buildings, equipment and grounds;
- prepares work schedules and checks work for conformity with approved plan or with good trade practice;
- implements instructions and orders from the Administrative Officer III or Committee on Halls of Justice, as the case may be, on various buildings and grounds maintenance jobs;

- prepares requisitions of materials and equipment for approval by the Administrative Officer III or the Executive Judge;
- prepares regular maintenance reports;
- and does related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Electrician II

SG : 6

OFFICE : Maintenance Unit, Hall of Justice

Under general supervision:

- plans, lays-out and performs skilled electrical tasks involving the installation, testing, repair and maintenance of electrical circuits, wiring systems, fixtures, appliances and equipment;
- inspects and tests circuits and fixtures to locate broken wires, loose connections, blown fuses, faulty switches, short circuits and other defects;
- troubleshoots and repairs defects of electrical installations and lines;
- prepares estimates of costs needed in the repair of defective electrical fixtures;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Air-conditioning Technician I

SG : 6

OFFICE : Maintenance Unit, Hall of Justice

Under general supervision:

- performs skilled work in the installation, repair, maintenance, servicing, inspection and overhauling of air-conditioning units;
- makes periodic inspection of air-conditioning units for preventive maintenance;
- requisitions needed spare parts;
- dismantles or replaces broken or worn-out parts;
- recommends replacement of badly damaged airconditioning units;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Carpenter II

SG : 5

OFFICE : Maintenance Unit, Hall of Justice

Under general supervision:

- performs skilled carpentry works in the maintenance and repair of the Hall of Justice buildings, recycling of furniture and wooden structures;

- inspects wooden structures and determines needs for repair;
- interprets simple plans and prepares estimates for simple structures;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION: Plumber II

SG : 5

OFFICE : Maintenance Unit, Hall of Justice

Under general supervision:

- engages in the job of installing the tanks, pipes, etc., for water, gas and sewerage systems of the Hall of Justice buildings;
- inspects lavatory facilities and services them when needed;
- estimates cost of materials and supplies for repair or alteration works;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Clerk II

SG : 4

OFFICE : Maintenance Unit, Hall of Justice

Under immediate supervision:

- performs a variety of skilled clerical tasks;
- prepares routine correspondence, transmittal letters and indorsements and types the same for review and signature of his immediate head;
- sorts telephone bills into official and personal, the former to be transmitted to the Supreme Court for payment and the latter to the persons concerned;
- transmits electric and water bills to the Supreme Court for payment;
- prepares requisitions of materials and equipment for review and signature of his immediate head;
- maintains a logbook of attendance of the maintenance staff; and does
- other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Watchman I

SG : 2

OFFICE : Maintenance Unit, Hall of Justice

Under immediate supervision:

- maintains an alert watch over the properties, equipment, facilities and buildings of the Halls of Justice;
- guards against fire, theft, vandalism and unlawful entry at his assigned area or building;
- mans a gate where entry and exit is obtained;

- prevents littering and/or destruction of plants within the Hall of Justice compound;
- maintains order within the vicinity;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Utility Worker II

SG : 3

OFFICE : Maintenance Unit, Hall of Justice

Under immediate supervision:

- performs simple carpentry, plumbing and painting works;
- assists the other maintenance personnel in the performance of their duties;
- operates simple mimeo and other reproduction or photocopying machines;
- performs a variety of mixed low skill level functions and messengerial work;
- and does other related tasks.

STATEMENT OF DUTIES AND RESPONSIBILITIES

POSITION : Utility Worker I

SG : 1

OFFICE : Maintenance Unit, Hall of Justice

Under immediate supervision:

- performs janitorial tasks such as cleaning and maintaining offices, lavatories, corridors and court premises including planting areas, grounds and parking areas;
- performs manual tasks such as gardening, lifting of heavy objects, moving of furnitures and equipment and digging of holes and trenches;
- performs messengerial work that may be assigned; and does
- other related tasks.

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