

CONSTRUCTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Construction Contract (Contract) made and entered into by and between:

The **PHILIPPINE RICE RESEARCH INSTITUTE**, a government-owned and controlled corporation created by virtue of Executive Order No. 1061, with its Central Experiment Station at Maligaya, Science City of Muñoz, Nueva Ecija, represented herein by its Executive Director, **JOHN C. DE LEON**, hereinafter referred to as "PHILRICE";

- and -

The **WINSFORT CONSTRUCTION AND DEVELOPMENT**, a duly licensed construction firm with office address 109 Purok I, Sto. Tomas South, Jaen, Nueva Ecija, represented, herein by its Proprietor, **FORTUNATO B. DE GUZMAN**, herein after referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Bids and Awards Committee for Civil Works recommended to the Executive Director that the project: "Proposed Installation of Interior Wall Accents and Partitions at Training Rooms 1-3 (RCEF-PMO) at PhilRice Central Experiment Station (PR#2020-11-0810)" shall be awarded to the CONTRACTOR, its offer being the most advantageous to the Philippine Government;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

1. The CONTRACTOR, in consideration of the sum THREE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED FIFTY FIVE PESOS AND 79/100 ONLY (PhP 398,855.79), payable based on monthly progress billing for actual work completed and approved by the Owner's Representative/s, shall pursue and deliver to PHILRICE the project entitled "Proposed Installation of Interior Wall Accents and Partitions at Training Rooms 1-3 (RCEF-PMO) at PhilRice Central Experiment Station (PR#2020-11-0810)" located at PhilRice Maligaya, Science City of Muñoz, Nueva Ecija, as described in the Request for Quotation and summarized in Annex "A", within FOURTY FIVE CALENDAR DAYS (45 CD).
2. The minimum facilities required by the Building Code, the Fire Code, the Sanitation Code and other relevant Codes which have not been properly reflected in the Request for Quotation, shall nevertheless, be provided by the CONTRACTOR at no additional cost to PHILRICE.
3. In the implementation of the project, the CONTRACTOR shall perform his obligations as an independent contractor with sufficient tools, equipment, and workers. This Contract does not establish an employer-employee relationship between PHILRICE and the CONTRACTOR and his workers.
4. The provisions of RA 9184 and its IRR, shall govern and are deemed written into this Contract. In addition to any of the causes for termination of this Contract as provided for in RA 9184 and its Implementing Rules and Regulations, and the Request for Quotation, any of the following shall also constitute as sufficient ground for the termination of this Contract by PHILRICE:


- a) Failure to comply and strictly observe the Labor Code and the Social Security System requirements.
 - b) Failure to submit to PHILRICE a bio-data of each of the Contractor's personnel complete with their pictures and their usual signatures and fingerprints before deployment, and failure of his workers to wear identification cards at all times while inside the PHILRICE premises.
 - c) Giving or promising to give any money or gift to any official or employee of PHILRICE to secure and implement this Contract.
 - d) Non-compliance or non-conformance with the Integrated Management System (IMS) and Intellectual Property Policies of PHILRICE.
 - e) Conduct or behavior constituting infractions, offenses, felonies or other crimes by the Contractor or his workers, against PHILRICE and its employees, and third parties while inside the PHILRICE Compound, such as but not limited to taking out any materials, supplies, utilities, or garbage.
5. Disbursement of funds under this Contract shall be in accordance with the existing government accounting and auditing rules and regulations.
6. The exclusive venue of any action arising from this Contract shall be the Regional Trial Court of Baloc, Sto. Domingo, Nueva Ecija, or the Municipal Trial Court in Cities (MTCC) of the Science City of Muñoz, Nueva Ecija.

IN WITNESS HEREOF, the parties have set their hands this 28 DEC 2020 at Science City of Muñoz, Nueva Ecija.

PHILIPPINE RICE RESEARCH INSTITUTE

WINSFORT CONSTRUCTION AND DEVELOPMENT


BY:


JOHN C. DE LEON
Executive Director
PhilRice Employment ID No. 90-0501
Issued on 16 May 1990
Issued at Science City of Muñoz, Nueva Ecija


FORTUNATO B. DE GUZMAN
Proprietor/Contractor

SIGNED IN THE PRESENCE OF:


RENATO B. BAJIT
Head, Implementing Unit


M. SABANO
Contractor's Representative

CERTIFIED FUNDS AVAILABLE:


Michelle C. Padilla

Republic of the Philippines)
Province of Nueva Ecija) S.S.
Science City of Muñoz)

ACKNOWLEDGMENT

Before me this 28 DEC 2020, appeared the above-mentioned persons with PhilRice ID and Valid IDs. indicated below their respective names and known to me to be the same persons who executed the foregoing Construction Contract signed by them and their instrumental witnesses and acknowledged the same to be their free voluntary act and deed and the corporations herein presented.

ATTY. CARLITO R. INTON
Notary Public
Until Dec 31, 2021
File E6
PTR No. 100-100000-000000
IBB TR. 100-100000-000000
Both issued at Cebuana.
MCLE Compliance No. V-0011705
Roll of Attorneys No. 30412

Doc. No. 125 ;
Page No. 15 ;
Book No. 44 ;
Series of 2020.

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ANNEX "A"
Summary of Expected Outputs in the Project

"Proposed Installation of Interior Wall Accents and Partitions at Training Rooms 1-3
(RCEF-PMO) at PhilRice Central Experiment Station (PR#2020-11-0810)"

I. GENERAL

The facilities shall present itself as beautiful and sturdy structures with excellent finishing and high-quality workmanship, fully functional, useful and free from any defect or substandard materials.

II. SITEWORK

All materials, equipment and other facilities necessary to be used in the site work shall be prepared before starting the work. All obstructions and hindrances shall be removed from the project site.

III. CIVIL WORKS

The work includes, but is not limited to, the following:

A. NEW WALL PARTITION WITH WALL ACCENT, AND NEW GLASS DOOR @ PANTRY

SCOPE OF WORKS:

Installation of New Wall Partition (Dry Wall) with Wall Accent (WA2)

Installation of New Glass Door (GD2) on Aluminum Analok Frame

I. Carpentry Works

9mm Class A Plywood (dry Wall)

2"X3" Metal Stud

1/2" Thk. Plywood

2"X2" Good Lumber

Assorted CWN

Consumables

II. Doors and Windows

GD2 - 6mm Tempered Gray Glass in Analok Aluminum Frame (No door Jamb) Heavy Duty S/S Lock as per approved supplier. S/S Handles Heavy Duty S/S Door Hinge Pivot Type Door Accessories

III. Painting Works

Clear Gloss Lacquer

Sanding Sealer

Wood Stain

Consumables (rags, old newspaper, sand paper, etc.)

B. INSTALLATION OF NEW WALL PARTITIONS (DRY WALL) WITH GLASS PANEL ON WOODEN BOX FRAMES

SCOPE OF WORKS:

Installation of Wall Accents (WA1 & WA2)

Installation of New Wall Partitions (Dry Wall) with Glass Panel on Wooden Box Frames. Glass Door (GD2) on Aluminum Analok Frame, Built-in Cabinet & Roll Up Blinds.

I. Carpentry Works
Roll-up Blinds with accessories
1/2" Thk. Plywood
3/4" Marine Plywood
1" x 2" Wooden Frame (KD)
2"X3" Metal Stud
Assorted CWN
Concealed Hinges
Cabinet Handle
Consumables

II. Doors and Windows
GD2 - 6mm Tempered Gray Glass in Analok Aluminum Frame (No door Jamb) Heavy
Duty S/S Lock as per approved supplier. S/S Handles Heavy Duty S/S Door Hinge
Pivot Type Door Accessories
GW - 8 mm Tempered Gray Glass with KD Wood Glass Clip

III. Painting Works
Clear Gloss Lacquer
Sanding Sealer
Wood Stain
Roller Brush with Tray
Consumables (rags, old newspaper, sand paper, etc.)

C. INSTALLATION OF WALL ACCENTS

SCOPE OF WORKS:
Installation of Wall Accents (WA1 & WA2)
Installation of Wall Accents (WA3 & WA4)

I. Carpentry Works
3/4" Marine Plywood
1" x 1" KD Wood Strips (Natural Color)
2"X3" Metal Stud
Assorted CWN
Consumables

II. Doors and Windows
Clear Gloss Lacquer
Sanding Sealer
Lacquer Varnish
Quick Dry Enamel
Assorted Paintbrush
Consumables (rags, old newspaper, sand paper, etc.)

III. Painting Works
Clear Gloss Lacquer
Sanding Sealer
Wood Stain
Roller Brush with Tray
Consumables (rags, old newspaper, sand paper, etc.)



General

- 1. Cleaning and clearing of site. Upon completion, the right of way, borrow pits, and all ground occupied by the contractor in connection with the Work shall be cleaned of all excess materials, operation of the building ready for occupancy; and
- 2. Compliance to the Integrated Management System (IMS) Policy of PhilRice.

----- *nothing follows* -----