

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 DED for Admin Services and Finance, **ABNERT T. MONTECALVO**, hereinafter referred to as "PHILRICE";

- and -

The **Greenwall Construction**, a duly licensed construction firm with office address, Sandico St. Brgy. Malasin, Sto. Domingo Nueva Ecija, represented, herein by its Owner, **LEONIDO DL. DE GUZMAN**, herein after referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, a public bidding was held on **03 March 2021**, at **PhilRice Maligaya, Science City of Muñoz, Nueva Ecija**, for the project: "**Improvement of Maintenance Shed for Future Rice Farm, Repair Bay, Parking and Log Shed and Replacement of Roofing of Farm Operation Unit (FOU) at PhilRice Central Experiment Station under Public Bidding No. PB Infra 21-01-03**";

WHEREAS, the **Bids and Awards Committee for Civil Works** recommended to the **Executive Director** that the project 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 **Two Million Thirty Four Thousand Seven Hundred Seventy-Five Pesos and 31/100 Only (PhP 2,034,775.31)**, 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 "**Improvement of Maintenance Shed for Future Rice Farm, Repair Bay, Parking and Log Shed and Replacement of Roofing of Farm Operation Unit (FOU) at PhilRice Central Experiment Station under Public Bidding No. PB Infra 21-01-03**" located at **PhilRice Maligaya, Science City of Muñoz, Nueva Ecija**, as described in the BID DOCUMENTS and summarized in Annex "A", within **One Hundred Twenty Calendar Days (120 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 Bid Documents, 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 Bid Documents, 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 _____ at Science City of Muñoz, Nueva Ecija.

PHILIPPINE RICE RESEARCH INSTITUTE

GREENWALL CONSTRUCTION

BY:

Contractor


ABNER T. MONTECALVO
DED for Admin Service and Finance
PhilRice Employment ID No. 95-0702

Issued on July 3, 1995
Issued at Science City of Muñoz, Nueva Ecija


LEONIDO DL DEGUZMAN
Owner

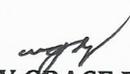
PRC ID # 0059830
ISSUE D : 03-01-91

SIGNED IN THE PRESENCE OF:


RENATO B. BAJIT
Head, Implementing Unit


Owner's Representative

CERTIFIED FUNDS AVAILABLE:


MARY GRACE D. CORPUZ
Division Head, FMD

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

ACKNOWLEDGMENT

Before me this JUL 07 2021, 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.


RODOLFO T. TOBIAS
Notary Public
Until December 31, 2022
Notarial Commission No. SD2020-008
PTR No 7642434: 01-04-2021
Science City of Muñoz, Nueva Ecija
Roll No 39824
MCE Compliance No. VI-0006549

Doc. No. 492 ;
Page No. 99 ;
Book No. 217 ;
Series of 2021.



ANNEX "A"
Summary of Expected Outputs in the Project

"Improvement of Maintenance Shed for Future Rice Farm, Repair Bay, Parking and Log Shed and Replacement of Roofing of Farm Operation Unit (FOU) at PhilRice CES under Infra 21-01-03"

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. Repair Bay, Parking Shed and Log Shed at PhilRice CES

Scope of Works

- I. Demolition of Concrete Ramp
- II. Repainting of Motorpool Parking Area
 - *Repainting of wall and all metal elements*
 - *Repainting of Roof (whole parking)*
- III. Repair of Motorpool Shed
 - *Repair and Replace of rusted / damaged louvers*
 - *Repainting of Roof, Louvers, Fascia, Column, Beam, Trusses and All Steel Components*
- IV. Construction of Grease Trap
 - *5 compartment Grease trap tanks;*
 - *Provision of Steel Gate for the existing canal (±36.0m)*
- V. Construction of Log Shed area beside maintenance Shed
 - *4" diam GI Pipe S-40*
 - *Col. Ftg, Conc. Pedestal, Post and Roofing*
 - *Earth-fill for the area (±110.0cum)*
 - *Cutting of Mango Trees (3)*
 - *Repainting of Steel Gate*

B. Maintenance Shed or Future Rice Farm
Features:

Scope of Works

- *Maintenance Shed:(For Machine Shed and Hot Works Area for Future Rice Farm)*
- *4" dia. GI pipe posts on 0.30x0.30m concrete pedestal*
- *20mm dia. Machine Bolt, 20mm THK MS Plate*

- C-Purlins 2"x3"x1.2mm C-Purlins 2"x6"x1.8mm
- Channel Bar 2"x6"x5.5mm
- 0.50mm Single Rib type Roof
- 2" x 8" x 1.2mm Fascia
- 1"x1/4" (5.5mm) Angle bar framing
- 0.5mm P/P Bended GI Fascia
- Hanger Rod 10mm diam. With Thread, Bolts, Nuts and Washer

C. Farm Operation Unit Machinery Shed at PhilRice-CES

Scope of Works

- Removal of existing roof sheet and hauling
- Repainting of roof frames with epoxy primer
- Installation of 0.50mm pre-painted Rib Type Roof; 0.6mm Ridge roll, Valley Gutter, etc.
- Electrical Works

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 -----