

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, **ABNER T. MONTECALVO**, 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, a public bidding was held on **8 June 2021**, at **PhilRice Maligaya, Science City of Muñoz, Nueva Ecija**, for the project **Repair of Housing Units (Azucena Building)** at **PhilRice Central Experiment Station** under **Public Bidding No. PB Infra 21-02-07**.

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 **ONE MILLION ONE HUNDRED NINE THOUSAND NINE HUNDRED SEVENTY-SIX PESOS AND 98/100 ONLY (Php 1,109,976.98)** 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 "**Repair of Housing Units (Azucena Building)**" at **PhilRice Central Experiment Station** under **Public Bidding No. PB Infra 21-02-07**" 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

WINSFORT CONSTRUCTION DEVELOPMENT

BY:

Contractor

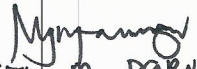

ABNER T. MONTECALVO
DED for Admin Service and Finance
PhilRice Employment ID No. 95-0702


FORTUNATO B. DE GUZMAN
Proprietor

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

SIGNED IN THE PRESENCE OF:


RENATO B. BAJIT
Head, Implementing Unit


MARCEL M. PARUNGAO
Owner's Representative

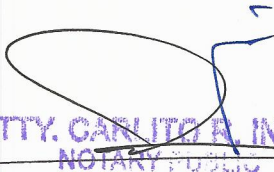
CERTIFIED FUNDS AVAILABLE:


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 _____, 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 A. INTON
NOTARY PUBLIC
UNTIL DECEMBER 11, 2021
FILE EFFECTIVE MARCH 6, 2020
PTR No. CBN-1015622 01-01-20
IBP TR No. 1065072 01-03-20
Both issued at CANTERAN CITY
MCLE COMPLIANCE No. V-0011755
ROLL OF ATTORNEY'S No. 30412

Doc. No. 351 ;
Page No. 87 ;
Book No. 84 ;
Series of 2021.

ANNEX "A"
Summary of Expected Outputs in the Project

**"Repair of Housing Units (Azucena Building)" at PhilRice CES under
PB Infra 21-02-07"**

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:

SCOPE OF WORKS

Site Works

- Removal / Demolition of dilapidated drywall panels (inside and outside)
- Removal of damaged door and window jambs
- Dismantling of window frames and jalousie blades

Carpentry Works

- Replacement of damaged doors and window jambs
- Replacement of Damage T&G Flooring (Same Material)
- Replacement of ceiling boards with 1/4" thk marine plywood (inside and outside)
- Replacement of damaged wall panels with 1/4" thk Marine plywood
- Replacement of damaged / termite infested 2" x 2" Drywall frames (solignum treated)
- Replacement of damaged cabinet doors and division
- Installation of 6" S/S Stick Puller (Zen Type) for ALL cabinet doors and drawers
- Installation of self-closing hinges and magnetic catches for ALL cabinet doors
- Repair existing stairs / replace damaged steps
- Repair / Replacement of Outside wall panels, T&G wood panels (shiplap)

Roofing Works

- Repair roofing leaks and replacement of damaged roofing sheets
- Removal of damaged fascia and Installation of 12mm thk Hardi Sanepa
- Replacement of damaged Fascia Cover with 0.50mm thk P/P Bended Fascia
- Repair of roofing battens at dirty kitchen
- Replacement of gutter (all) including gutters at Dirty Kitchen
- Replacement of ALL End Flashing and Wall Flashing

Plumbing Works

- Replacement of Fixtures (Soap Holder, Tissue Holder, Floor Drain) (See Plan)
- Replacement of Goose Neck Faucet at Kitchen Sink (Rotatable)
- Replacement of Kitchen Sink (Deep Tab Sink, S/S 304)

Painting Works

- Scrape and Repaint
- Exterior and Interior Walls (Semi-Gloss Latex)
- Inside and Outside Ceiling (Flat Latex)
- Roof and Fascia cover (Roof Guard)
- Cabinets (QDE)

- Flush Door (QDE); Panel Door (Polyurethane)
- Window Frame/ Jamb (Acrylic White)
- Stairs and Hand Rails (Polyurethane)

Doors and Window Works

- Replacement of ALL doorknobs with Lever Type S/S lockset and heavy-duty Hinges
- Replacement of ALL window Screens (Fine Insect Screen)
- Repair Screen door, replace screen and Replace damaged Door Closer

Tile Works

- Installation of 60cm x 60cm Ceramic Granite Tiles Floor of T&B
- Installation of 60cm x 60cm Ceramic Granite Tiles for Kitchen Counter and Splash Back

Electrical Works

- Replacement of ALL Fixtures (Switches, outlets and Receptacles)
- Replacement of ALL Bulbs with 9watts LED Bulb
- Replacement of Electrical lines and Breaker (Lighting and Outlets)

Other Works

- Site Clearing
- Perimeter Fence and Signages
- Siphoning of Septic Tanks
- Termite Control for the Soil (Solignum Soil Guard or Approved Equal)

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 -----

