

**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 **15 June 2021**, at **PhilRice Maligaya, Science City of Muñoz, Nueva Ecija**, for the project **Improvement of Rice Engineering and Mechanization Division (REMD) Showroom** at **PhilRice Central Experiment Station** under **Public Bidding No. PB Infra 21-02-08**.

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 **NINE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED FIFTY-FIVE PESOS AND 30/100 ONLY (PhP 988,955.30)** 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 Rice Engineering and Mechanization Division (REMD) Showroom** under **Public Bidding No. PB Infra 21-02-08**" located at **PhilRice Maligaya, Science City of Muñoz, Nueva Ecija**, as described in the BID DOCUMENTS and summarized in Annex "A", within **Ninety Calendar Days (90 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

Construction Contract

"{Improvement of Rice Engineering and Mechanization Division (REMD) Showroom at PhilRice under Public Bidding No. PB Infra 21-02-08}"

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

  
**FORTUNATO B. DEGUZMAN**  
Proprietor

SIGNED IN THE PRESENCE OF:

  
**RENATO B. BAJIT**  
Head, Implementing Unit

  
**MARICEL 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.

Doc. No. 311 ;  
Page No. Cel ;  
Book No. H ;  
Series of 2021.

ATTY RYAN L. TADEO  
NOTARY PUBLIC  
Until December 31, 2021  
Cabanatuan City  
IBP No. 150170/11 January 2021/Nueva Ecija  
PTR No. CBN-1481538/04 January 2021/Cabanatuan City  
Roll No. 56826  
Notarial Comm. No. 13-2020  
MCLE Compliance No. VI- 0022080/26-03-2019



ANNEX "A"  
Summary of Expected Outputs in the Project

**“Improvement of Rice Engineering and Mechanization Division (REMD) Showroom at PhilRice CES under Public Bidding No. PB Infra 21-02-08”**

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

- *Site Clearing*
- *Peeling-off of Existing Epoxy Paint on Display Area Floor and Chipping Prior to Tile Works*
- *Removal of 2-sets of Roll-up Door Prior to Replacement of New Proposed Doors/Windows*
- *Removal of all Items for Replacement (Lighting Fixtures, ACU Breaker, Exhaust Fan, Roof Gutter, Downspout, Window Lock, etc.), See Plan Detail*
- *Construction of Temporary Facilities*

CONCRETE CANOPY

- *Concreting of Additional Canopy, Including Reinforcing Steel Bars and Formworks*

STEEL WORKS AND ROOFING ACCESSORIES (Including Downspout)

- *Installation of Roof Gutter with Brace and Strap Support, Fascia Board and Cover for Replacement of Old/Damage Item*
- *Extension and Installation of New Downspout*

CARPENTRY WORKS

- *Dry Wall for Proposed Glass Partition*
- *Enclosure of Existing Lighting Fixture Cover Prior to Installation of New Lighting Fixtures*
- *3/4" Marine Plywood as Wooden Box Frame for Glass Wall with 2" x 6" KD Wood and 1" x 1" KD for Glass Clip*

DOORS AND WINDOWS

- *Installation of New Fixed Window in Powder Coated Aluminum Framing, Glass Panel for Wall Partition and Frameless Door*
- *Installation of Fabricated Steel Door*
- *Replacement of All Sliding Window Faulty Lock*

TILE WORKS

- *Installation of 80cm x 80cm Ceramic Floor Tiles*

*A*

ELECTRICAL WORKS

- *(Note: All Conduit and conduit fittings shall be "Flexcon (HDPE Spiral Conduit)" or PVC pipe "Neltex" or "Atlanta", Utility and Junction Box shall be "Poly" or approve equal.*
- *(Note: All wires shall be "Phelps Dodge" or "PhilFlex" or approve equal)*
- *(Note: All breakers shall be "Schneider Industrial Type, Thermal Magnetic" or approve equal)*
- *(Note: All outlets and switches shall be "Panasonic", "Schneider" or approve equal)*
- *(Note: All LED lights shall be "Firefly" or approve equal)*
- *(Note: All exhaust fan shall be "vector" or "Mitsubishi" or approve equal)*
- *Replacement of Lighting Fixtures (See Plan Detail)*
- *Replacement of AC Breaker (See Plan Detail)*
- *Replacement of 12" Wall Mounted Exhaust Fan (See Plan Detail)*
- *Replacement of 16" Ceiling Mounted Exhaust Fan (See Plan Detail)*

PAINTING WORKS

- *Painting on Wood Works and Dry Wall for Proposed Wall Partition*
- *Rectification of Painting Works if Needed in All Affected/Damage Part During Delivery of the Project*

OTHERS

- *Professional Fees / Permits / PPEs, Signages, etc.*
- *Modification of Height and Lockset of Steel Door and Glass Door at Display Area*

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 -----

