

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 **MBSC CONSTRUCTION**, a duly licensed construction firm with office address 119 Baldivino Street Brgy, Magsaysay District Talugtog, Nueva Ecija, represented, herein by its Owner, **MICHAEL BRYAN S. CALICDAN**, 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: **"Repair and Improvement of Single Detached Unit (Layaoen's) and Staff Dorm at PhilRice Central Experiment Station under Public Bidding No. PB Infra 21-01-02"**;

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 FIVE HUNDRED FORTY THOUSAND FOUR HUNDRED FORTY TWO PESOS AND 89/100 ONLY (PhP 1,540,442.89)**, 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 and Improvement of Single Detached Unit (Layaoen's) and Staff Dorm at PhilRice Central Experiment Station under Public Bidding No. PB Infra 21-01-02"** 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 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

MBSC CONSTRUCTION

BY:



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

Contractor



MICHAEL BRYAN S. CALICDAN

Owner

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 09 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
MCLE Compliance No. VI-0006549

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ANNEX "A"
Summary of Expected Outputs in the Project

"Repair and Improvement of Single Detached Unit (Layaoen's) and Staff Dorm
 at PhilRice Central Experiment Station
 under Public Bidding No. PB Infra 21-01-02"

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. Single Detached Unit (Layaoen's)

Scope of Works

I. Carpentry Works

- Remove and Replace ALL dilapidated and termite infested jambs at doors and windows;
- Replace damaged ceiling with 1/4" thk Hardi light at Garage, Service area and Porch;
- Replace dilapidated ceiling Joist with Metal Farring Frames; and
- Install hydraulic hinges, S/S 6" stick puller, 16" Double Rail drawer guide at All Cabinets (See plan).

II. Roofing Works

- Repair / Reseal Roof leaks
- Replace rusted and damaged roofing sheet at garage and service area
- (0.50mm corrugated roofing sheet) Provided by PPD
- Replace Senepa (All side) with Hardi-Senepa Board and Bended Fascia Cover
- Replace rusted / damaged wall flashing gutter
- Replace all inside gutter at garage

III. Plumbing Works

- See Plan for T&B works

IV. Painting Works

- Scrape and repaint
- Roof (Roof Guard), Fascia Cover and bended Accessories
- Kitchen Cabinet (QDE White)
- Bedroom Closets (QDE White)
- Ceiling (Interior and Exterior) with Flat Latex
- Walls (Interior and Exterior) (Semi-gloss Latex)
- Flush Door (Semi Duco Finish) and Main Panel Doors (Natural Varnish)
- Window Frames (Acrylic for Frames), Jamb (QDE White) and Grills (QDE Black)

Note: All paint colors to be approved by PPD's project in-charge or PPD architect.

V. Doors and Window Works

- Replace All doorknobs with Lever type Lock set
- Install Dead bolt lock at Main door (heavy duty)
- Replace Missing Blades of Jalousie (See Existing Blades)
- Removing Dismantling and Installation of Window (Jalousie)
- Replacement of all screen at windows

VI. Tile Works

- Removal of Existing Tile for **Kitchen Counter and Service Area** and Install 60cm x 60cm Ceramic Granite Tiles)
- Removal and replacement of existing tiles at T&B (see plan)
- Installation of 60CM X 60CM Ceramic Tiles at Floors of **Bedrooms, Kitchen, Dining and Living Area**
- Installation of 30CM X 30CM Ceramic Tiles at Floors of **Porch and Service Area**

Note: All tile colors to be approved by PPD's project in charge or PPD architect.

VII. Electrical Works

- Remove / Replaced ALL Lighting Fixtures by New 11watts LED Bulb including receptacle
- Remove / Replace ALL Switches and Outlets

Note: All Electrical brands to be approved by PPD's project in charge or PPD architect

VIII. Others

- Spray Termite Control Insecticide with Solignum
- Soil Guard or approved Equal
- Site cleaning / clearing



B. Staff Dorm

Scope of Works

I. Painting Works

Scrape and Repaint Works

- Exterior and Interior Walls (Semi-Gloss Latex)
- Roof, Fascia Cover and bended accessories (Roof Guard)
- Interior and Exterior Ceiling (Flat Latex)
- Doors and Cabinets (Semi-Duco)
- Window Frames and Grills (Acrylic)

Note: All Paint Colors are to be approved by the Project Engineer / Project Architect In-charge

II. Carpentry Works

- Replacement of damaged ceiling (inside and outside)
- Repair of cabinets at kitchen (Male and Female Common kitchen)
- Repair / Reseal roof leaks

III. Bike shed

- 2" GI post, 1 1/4" and 1" GI Truss and Frames
- 3/4" Rounded Gravel with 4" CHB perimeter
- Fabricated Tolda (Maroyama or Approved Equal)
- Fabricated Bike Racks for 30 units

IV. Others

- Site cleaning / clearing

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* -----

