

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 OIC, DED for Admin Services and Finance, **SOPHIA T. BORJA**, hereinafter referred to as "PHILRICE";

- and -

The **AERAKA CONSTRUCTION & SUPPLY CORP.**, a duly licensed construction firm with office address at Brgy. Abar 1st, San Jose City, Nueva Ecija, represented, herein by its President, **ENRICO A. DOCULAN**, herein after referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Bids and Awards Committee for Civil Works recommended to the Executive Director that the project: **"Repair and Improvement of Future Rice Greenhouse and Buffer Stock Seed Warehouse Ramp and Additional Rat and Bird Protection at Basic Seed Production Post Harvest Facility at DA-PhilRice CES (PR# 2023-02-0230, 2023-02-0229, 2023-02-0228)"** 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 **SIX HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED TWENTY AND 90/100 PESOS ONLY (PhP 633,420.90)** 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 Future Rice Greenhouse and Buffer Stock Seed Warehouse Ramp and Additional Rat and Bird Protection at Basic Seed Production Post Harvest Facility at DA-PhilRice CES (PYB-001 - GAS-006-005 - 100%)** located at PhilRice Maligaya, Science City of Muñoz, Nueva Ecija, as described in the Request for Quotation and summarized in Annex "A", within **NINETY CALENDAR DAYS (90 CD)** for **"Repair/Renovation of Future Rice Greenhouse"**, within **SIXTY CALENDAR DAYS (60 CD)** for **"Improvement of Buffer Stock Seed Warehouse Ramp"** and within **SIXTY CALENDAR DAYS (60 CD)** for **"Additional Rat and Bird Protection at Basic Seed Production Post Harvest Facility"**.
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 _____ at Science City of Muñoz, Nueva Ecija.

PHILIPPINE RICE RESEARCH INSTITUTE

AERAKA CONSTRUCTION & SUPPLY CORP.

BY:


SOPHIA T. BORJA
 OIC, DED for Admin Services and Finance
 PhilRice Employment ID No. 02-1103


ENRICO A. DOCULAN
 President/Contractor

Issued on November 2002
 Issued at Science City of Muñoz, Nueva Ecija

SIGNED IN THE PRESENCE OF:


RENATO B. BAJIT
 Head, Implementing Unit

Contractor's Representative

CERTIFIED FUNDS AVAILABLE:


MARY GRACE D. CORPUZ
 Head, Financial Management Division

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

ACKNOWLEDGMENT

Before me this MAR 27 2023, 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.

Manolo F. Soriano
MANOLO F. SORIANO
Notary Public
for the City of San Jose, Municipalities of Lupao,
Carranglan, and Pantabangan all within the
Province of Nueva Ecija
S.P. NO. 1429 / Expires on Dec. 31, 2024
PTR No. 2028724/ JAN. 03, 2023/ San Jose City
A.O. Pascual Street, San Jose City
IBP Member ID 91-367230
MCLE Compliance No. VIII-0001312
Issued on: December 28, 2022

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Series of 2023

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ANNEX "A"
Summary of Expected Outputs in the Project

**"Repair and Improvement of Future Rice Greenhouse and Buffer Stock Seed Warehouse Ramp
and Additional Rat and Bird Protection at Basic Seed Production Post Harvest Facility
at DA-PhilRice CES
(PR# 2023-02-0230, 2023-02-0229, 2023-02-0228)"**

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:

REPAIR/RENOVATION OF FUTURE RICE GREENHOUSE AT PHILRICE CES

- *Remove and replace roofing and roofing trusses and etc.*
- *Roofing, masonry, and painting works*

IMPROVEMENT OF BUFFER STOCK SEED WAREHOUSE RAMP AT PHILRICE CES

SITE WORKS

- *Site clearing works*
- *Embankment (River Mixed) and gravel bedding*
- *Chipping of slab-on-grade*

CONCRETE WORKS

- *Concreting of slab-on-grade for the new lay-out/slope of ramp*
- *Concreting/Rehabilitation of broken slab-on-grade*

REINFORCING STEEL BARS & G.I. PIPE

- *Installation of reinforcing bars for the slab-on-grade*
- *Fabrication and installation of G.I. pipe railing for the ramp*

MASONRY WORKS

- *CHB laying*
- *Plastering works*

OTHS

- *Professional Fees, PPEs, Signages, etc.*

ADDITIONAL RAT AND BIRD PROTECTION AT BASIC SEED PRODUCTION POST HARVEST FACILITY

- *Site clearing works*
- *Metal and painting 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* -----

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by a vertical line and a small flourish at the bottom.