

CONTRACT

KNOW ALL MEN BY THESE PRESENT:

This CONTRACT made and entered into by and between:

The **PHILIPPINE NUCLEAR RESEARCH INSTITUTE (PNRI)**, Department of Science and Technology (DOST), a government agency existing under the laws of the Philippines, with principal office address at Commonwealth Avenue, Diliman, Quezon City, Philippines, duly represented by, **Dr. ALUMANDA M. DELA ROSA**, Director, and hereinafter referred to as "PNRI".

- and -

PGM CONSTRUCTION AND PLUMBING SERVICES, with business office at Lot 1 Blk. II Greenlane cor. Greenvalley St., Greenview, Phase 3, Sauyo Rd. West Fairview, Quezon City, Philippines, represented in this agreement by **Mr. PAUL G. MARQUEZ**, General Manager, and hereinafter referred to as "CONTRACTOR".

- W I T N E S S E T H -

WHEREAS, the **PNRI** is desirous that certain work should be performed namely:

UPGRADING OF SOIL SCIENCE AND CROP NUTRITION LABORATORY

and has accepted the bid of the **CONTRACTOR** for such work in the amount of **One Million Eight Hundred Twenty Four Thousand Three Hundred Eighty Three Pesos and 37/100 (P1,824,383.37)**.

The whole project comprised in this contract shall be completed within **Seventy Five (75) Government Working Days** in accordance with the approved proposal.

NOW, THEREFORE, the Parties hereto have agreed as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be interpreted and construed as part of this Contract, viz:
 - a. Bidding Documents
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted
 - c. Performance Security

b) **Surety Bond** with a duration of one (1) year callable on demand issued by the GSIS or a surety company duly accredited by the Philippine Insurance Commission (PIC), equivalent to thirty percent (30%) of the contract price, reckoned from the date of completion, and a Certificate of Warranty for the remaining one (1) year to guarantee the work performed.

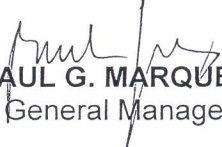
18. The **CONTRACTOR** shall clean and clear the whole premises of all debris and unused materials as a condition for completing the project.
19. For any violation of the stipulation and covenants of this Contract, the **PNRI** reserves the right to terminate this Contract in the event of any breach of the stipulation hereof by notarial cancellation.
20. The **CONTRACTOR** warrants that it has not given or promised to give any money or gift to any employee or official of the **PNRI** to secure this Contract.
21. The Parties hereunto agree that any and all actions arising from this Contract shall be filed in Quezon City only.

IN WITNESS WHEREOF, the parties hereunto set their hands this 1st day of April 2016 at Quezon City, Philippines.

PHILIPPINE NUCLEAR RESEARCH
INSTITUTE (PNRI)
- INSTITUTE -


ALUMANDA M. DELA ROSA, PhD.
Director

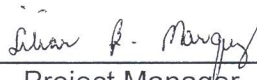
PGM CONSTRUCTION AND PLUMBING
SERVICES
- CONTRACTOR -


PAUL G. MARQUEZ
General Manager

- W I T N E S S E S -

Funds Available:


GERALD DG. CONISE
Head, Accounting Section

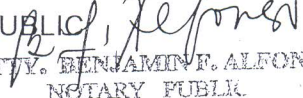

Project Manager

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
City of Quezon) S.S.

BEFORE ME, a Notary Public, personally came and appeared **Dr. ALUMANDA M. DELA ROSA** with Passport No. OE 0029002 issued on February 02, 2016 and **Mr. PAUL G. MARQUEZ** with Passport No. 0054700 issued on 4/12/1989 known to me to be the same persons who executed the foregoing Contract consisting of four (4) pages including this page wherein this Acknowledgement is written.

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Page No. 50
Book No. 51
Series of 2016

NOTARY PUBLIC, 
ATTY. BENJAMIN F. ALFONSO
NOTARY PUBLIC
Until December 31, 2016
PTR No. 2147797 / 01-04-2016 / Q.C.
IBP No. 1015954 / 01/04/2016 - Q.C.
ROLL NO. 13296
MCLE Compliance No. V-0018824