

# 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 -

**OCM STEEL CORPORATION**, with business office No. 34 Marlboro cor. Winston Sts., East Fairview Park Subdivision, Quezon City, Philippines, represented in this agreement by **Mr. OSCAR C. MERCADO**, President/Gen. 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:

**DESIGN AND CONSTRUCT FOR THE UPGRADING OF ARC BUILDING (PHASE 3)**

and has accepted the bid of the **CONTRACTOR** for such work in the amount of **Twenty Million Five Hundred Ninety Three Thousand One Hundred Seventy Six Pesos and 58/100 (Php 20,593,176.58)**.

The whole project comprised in this contract shall be completed within **One Hundred Fifty (150) government working days** in accordance with the approved proposal.

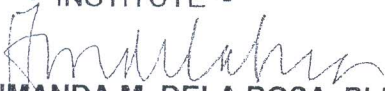
NOW, THEREFORE, the Parties hereto have agreed as follows:

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. Contract Agreement
  - b. Bidding Documents
  - c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted
  - d. Performance Security


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 24<sup>th</sup> day of June 2016 at Quezon City, Philippines.

PHILIPPINE NUCLEAR RESEARCH  
INSTITUTE (PNRI)

- INSTITUTE -  
  
**ALUMANDA M. DELA ROSA, PhD.**  
Director

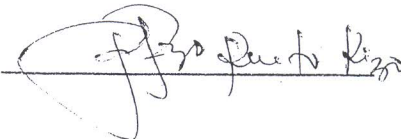
OCM STEEL CORPORATION

- CONTRACTOR -  
  
**OSCAR C. MERCADO**  
President/Gen. Manager

- W I T N E S S E S -

Funds Available:

  
**GERALD DG. CONISE**  
Head, Accounting Section

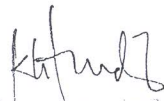


#### A C K N O W L E D G E M E N T

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. OE0029002 issued on February 02, 2016 and **Mr. OSCAR C. MERCADO** with Passport No. \_\_\_\_\_ issued on \_\_\_\_\_ 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.

Doc. No. 492  
Page No. ag  
Book No. VI  
Series of 2016

  
**ATTY. KRISLEEN GRACE P. PARDO**  
**NOTARY PUBLIC, O.C.**  
UNTIL DECEMBER 31, 2017  
IBP NO. 1016827 12-22-2015, O.C.  
PTR NO. 2131611 C 1-4-2018, O.C.  
ROLL NO. 63450  
TIN: 313-914-828-009  
ADM. MATTER NO. NP 877 2016-2017