

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. CARLOS PRIMO C. DAVID**, Officer-in-Charge, and hereinafter referred to as "**PNRI**".

- and -

FIRST R+J BUILDERS PHILS. CORP., with business office at Clark Manor Residential Estate, Mabalacat City, Pampanga, Philippines, represented in this agreement by **Mr. REINATO M. BARCA**, President, 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:

ASPHALT OVERLAYING OF PNRI ROAD (WITH SURFACE AREA OF 9,100 SQ.M.)

and has accepted the bid of the **CONTRACTOR** for such work in the amount of **FIVE MILLION NINE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED SIXTY NINE PESOS AND 71/100 (Php 5,967,969.71)**.

The whole project comprised in this contract shall be completed within **Thirty (30) 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 NOV 09 2016 day of November 2016 at Quezon City, Philippines.

PHILIPPINE NUCLEAR RESEARCH
INSTITUTE (PNRI)
- INSTITUTE -


CARLOS PRIMO C. DAVID, Ph.D.
Officer-in-Charge

FIRST R+J BUILDERS PHILS. CORP.

- CONTRACTOR -


REINATO M. BARCA
President

- W I T N E S S E S -

Funds Available:

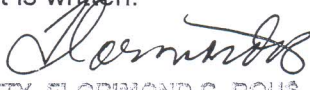

GERALD DG. CONISE
Head, Accounting Section



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. CARLOS PRIMO C. DAVID** with Passport No. OE0027409 issued on October 10, 2015 and **Mr. REINATO M. BARCA** with Passport No. EP262966 issued on Jan. 9, 2016 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.


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2017

PTR No. 2323784/01-19-16/Q.C.
IBP Lifetime No. 00315
Roll No. 25769 / TIN: 142-154-935
MCLE 5 Comp. 00001549; 1-22-2014
Adm. Matter No. NP-156/RTC-Q.C./2016-2017
Rm. 235 (IBP) Justice Hall, Q.C. Hall, Dil. Q.C.

Doc. No. 986
Page No. 98
Book No. 1
Series of 2016