

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 -

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 NMR BUILDING (PHASE 4)

and has accepted the bid of the **CONTRACTOR** for such work in the amount of **One Million Five Hundred Seventy Eight Thousand Eight Hundred Thirty Eight Pesos and 98/100 (P1,578,838.98)**.

The whole project comprised in this contract shall be completed within **Ninety (90) 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 NOV 15 2016 day of 2016 at Quezon City, Philippines.

PHILIPPINE NUCLEAR RESEARCH
INSTITUTE (PNRI)
- INSTITUTE -


CARLOS PRIMO C. DAVID, PhD.
Officer-In-Charge

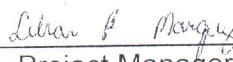
PGM CONSTRUCTION AND PLUMBING
SERVICES
- CONTRACTOR -


PAUL G. MARQUEZ
General Manager

- W I T N E S S E S -

Funds Available:

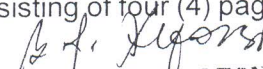

GERALD DG. CONISE
Head, Accounting Section


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. CARLOS PRIMO C. DAVID** with Passport No. OE 0027409 issued on October 10, 2015 and **Mr. PAUL G. MARQUEZ** with Passport No. ED7770823 issued on APRIL 2, 2013 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. BENJAMIN B. 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

Doc. No. 211
Page No. 43
Book No. XLI
Series of 2016