Republic of the Philippines INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE Gen. Santos Ave., DOST Cpd., Bicutan, Taguig City

CONTRACT

This Contract made and entered into at ______ day of _SEP ? B 2012, by and between:

INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE with principal office at Bicutan, Taguig City, represented by its Director, DR. NUNA E. ALMANZOR, hereinafter called ITDI

And

FIRST SNOWDEN SYSTEMS & INDUSTRIAL CORP.

with principal office at Unit A, BPI Building, 177 Doña Soledad Ave. Better living Sub., Paranaque City represented by its President, Virginia M. San Juan hereinafter called the CONTRACTOR

WHEREAS, the ITDI is desirous that certain Works should be performed, namely:

REPAIR/RENOVATION OF ROOMS 227 & 230 OF THE STANDARDS AND TESTING DIVISION BUILDING (Conversion into Clean room Class 100k)

and has accepted the Bid of the Contractor for such works, for the amount of FIVE HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED FIFTY PESOS AND 00/100 (P598,950.00) only.

The whole works comprised in this Contract shall be completed within Thirty Days (30) calendar days, five (5) days of which is the estimated unworkable days, in accordance with the provisions of the Bid Documents.

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THIS CONTRACT WITNESSETH as follows:

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- 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, vis.:
 - a) General and Special Conditions of Contract;
 - b) Drawings/Plans;
 - c) Specifications:
 - d) Scope of works
 - e) Detailed Estimates
 - f) Bids and Awards Committee Resolution;
 - g) Eligibility requirements, documents and/or statements;
 - h) Performance Security;
 - i) Credit line issued by a licensed bank, in any;
 - j) Notice of Award of Contract and Bidder's conforme thereto;
 - k) Other Contract documents that may be required by existing laws and/or the ITDI-DOST.
 - a. Authority of the Contractor's representative / signatory to the
 - b: PERT/CPM or equivalent Schedule of Works'
 - c. Qualification Statements;
 - d. Cash Flow projection, on monthly basis;
- 3. In consideration of the payments to be made by the ITDI to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR covenants with the ITDI to conduct and complete the Works on conformity in all respects with the provisions of this Contract.
- 4. The ITDI hereby covenants to pay the CONTRACTOR, in consideration of the completion of the Works, the Contract Price of FIVE HUNDERED NINETY EIGHT THOUSAND NINE HUNDRED FIFTY PESOS AND 00/100 (Php 598,950.00) only, at the time and in the manner prescribed by the conditions of this Contract.
- 5. In case the CONTRACTOR refuses or fails to satisfactorilý complete the work stipulated herein within the specified contract time, plus any tine extension duly granted, and is hereby in default under the contract, the CONTRACTOR shall pay the ITDI liquidated damages for each calendar day of delay, in an amount to be determined and paid in accordance with the Implementing Rules and Regulations of R.A.9184. If at any time during the progress of the contract work the CONTRACTOR shall incur a negative slippage of 10% ITDI may immediately take over the project.



- The CONTRACTOR warrants that he has not given or promised to give any money or gift to any employee of the ITDI (or any Philippine Government Instrumentality) to secure this Contract.
- In the event of suit arising from this Contract, the parties hereto agree that the venue of the action shall be in the Courts of Justice of Makati, Metro Manila, Philippines.
- 8. This Contract becomes valid and binding upon approval of all government authorities concerned in accordance with the provisions of the existing laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto set their respective hands the day and year above written.

INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE

FIRST SNOWDEN SYSTEM & INDUSTRIAL CORPORATION

By:

DR. NUNA E. ALMANZOR

Director

By:

VIRGINIA M. SAN JUAN

President

Signed in the presence of:

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Funds Available:

SOLEDAD S. REYES

ACKNOWLEDGMENT

Municipality of the PHILIPPINES) (No. 1)	
On this day of appeared before me the following:	, 2012, personally
1. DR. NUNA E. ALMANZOR	Res. Cert. No.: 00656431 Issued on : February 2, 2012 Issued at : Paranaque City
2. VIRGINIA M. SAN JUAN	Res. Cert. No.: 506178 Issued on : 7ND. 4, 2012 Issued at : Paranaque City

Representing Industrial Technology Development Institute and FIRST SNOWDEN SYSTEM & INDUSTRIAL CORPORATION, respectively, known to me to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free act and deed and the free act and Deed of the entities they respectively represent.

I hereby certify that this instrument consists of Four (4) pages including this page signed by the Parties and their respective witnesses.

IN WITNESS WHEREOF, I hereby affix my signature and notarial seal on the date and place herein above mentioned.

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PARAMETER S. MALATE JR.

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