

CONTRACT

KNOW ALL MEN BY THESE PRESENT:

This Contract made and entered into at **Parañaque City**
_____, Philippines, this _____ day of 02 DEC 2013
_____, 2013, 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., Parañaque City represented by its
President, Emelito N. San Juan hereinafter called the
CONTRACTOR

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

***REPAIR/RENOVATION OF THE MATERIALS SCIENCE BUILDING FOR UPGRADING &
ESTBALISHMENT OF SPECIALIZED LABORATORIES: PROCESSING PLANT FOR
NANOCLAY PRODUCTION WITH "CLEAN ROOM 100K"***

and has accepted the Bid of the Contractor for such works, for the amount of **TWO
MILLION NINE HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED SIXTY
NINE PESOS AND 00/100 (P2,937,169.00) only.**

The whole works comprised in this Contract shall be completed within
Seventy Days (70) Calendar days , five (5) days of which is the estimated
unworkable days, in accordance with the provisions of the Bid Documents.

THIS CONTRACT WITNESSETH 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, 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, if 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 Contract;
 - b. PERT/CPM or equivalent Schedule of Works'
 - c. Qualification Statements;
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 **TWO MILLION NINE HUNDERED THIRTY SEVEN THOUSAND ONE HUNDRED SIXTY NINE PESOS AND 00/100 (Php 2,937,169,000.00)** only, at the time and in the manner prescribed by the conditions of this Contract.
5. In case the CONTRACTOR refuses or fails to satisfactorily complete the work stipulated herein within the specified contract time, plus any time 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.

6. 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.
7. 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**

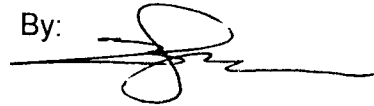
**FIRST SNOWDEN SYSTEM &
INDUSTRIAL CORPORATION**

By:




DR. NUNA E. ALMANZOR
Director *α*

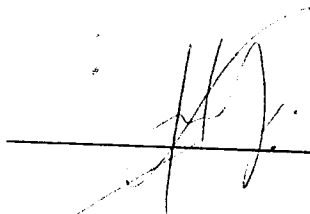
By:




MR. EMELITO N. SAN JUAN
General Manager

Signed in the presence of:


NA. BLESIE A. BASILIA
rel



Funds Available:


SOLEDAD S. REYES
Accountant IV

Ob. R # 2013-11-1748 - ₱ 2,937,169.00.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Municipality of Paranaque City) S.S

On this _____ day of _____, 2013, personally
appeared before me the following:

1. DR. NUNA E. ALMANZOR

Res. Cert. No.: 00656431
Issued on : February 2, 2013
Issued at : Paranaque City


2. EMELITO N. SAN JUAN

Res. Cert. No.: 26981582
Issued on : Jan 7, 2013
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.


ATTY. ALDWIN M. [Name] S.S.
NOTARY PUBLIC
DATE: DECEMBER 31, 2013
IBF LK No. 00000 1000007
Roll No. 53000 0000007
PTR No. 97172017 7/31/12

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