

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** entered into in Balanga, Bataan by and between:

BATAAN PENINSULA STATE UNIVERSITY, an institution of higher learning duly organized under and by virtue of the laws of the Republic of the Philippines, with business address at Capitol Compound, City of Balanga, 2100, Bataan, represented by its President, **DR. DELFIN O. MAGPANTAY, Ed.D.**, of legal age, Filipino, married with postal address at City of Balanga, Bataan, hereinafter referred to as the **OWNER**;

- and -

MARS LABORATORY INSTRUMENTS CENTER, a duly registered and licensed firm with office address at Unit 610, Prestige Tower, F. Ortigas Jr. Road (formerly Emerald Avenue), Ortigas Center, Pasig City, and represented herein by its President, **MARCIANO L. LABURADA**, of legal age, Filipino, single, with residence at Unit 1708B, Renaissance Tower 3000, Meralco Avenue, Pasig City, hereinafter referred to as the **CONTRACTOR**:

WITNESSETH : that

WHEREAS, the **OWNER** has the approval of the Office of the President for the provision of the following:

**1 lot PHASE 1: HRM LABORATORY,
SUPPLY AND INSTALLATION OF BAKERY KITCHEN
FURNITURE AND EQUIPMENT WITH MECHANICAL WORKS
AND GAS LINE FOR HRM LABORATORY**

WHEREAS, the **CONTRACTOR** has submitted its Quotation No. 1207-7897, offering the ones it is exclusively distributing, the details of which are as indicated above;

WHEREAS, the **OWNER** is desirous of having the items, works and services purchased and/or contracted;

WHEREAS, the **CONTRACTOR** is willing to provide the works and services and to deliver and install the aforementioned **Equipment for the HRM Laboratory** within sixty (60) working days reckoned from the date of the Contractor's receipt of Owner's Purchase Order and/or Contract;

WHEREAS, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the parties, one with the other, do hereby agree that the **OWNER** effect payment of the equipment in the amount of **SEVEN MILLION SEVEN HUNDRED THOUSAND PESOS (P7,700,000.00)**, after the installation, commissioning and final acceptance of the equipment, works and services, under the following payment terms:

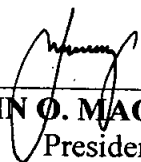
P 3,850,000.00 payable upon acceptance and turnover of the project
P 3,850,000.00 payable on first semester of school year 2013-2014

WHEREAS, subject to the terms and conditions stipulated in the attached Certificate, the CONTRACTOR hereby grants the OWNER a period of Warranty of the HRM Laboratory and After-Sales Services to the same, equivalent to SIX (6) MONTHS reckoned from the date of acceptance of the same by the end-user;

IN WITNESS WHEREOF, the parties have hereunto set their hands this SEP 11 2012 day of July, 2012, in the City of Balanga, Province of Bataan, Philippines.

BATAAN PENINSULA STATE UNIVERSITY

MARS LABORATORY INSTRUMENTS CENTER

By :


DELFIN O. MAGPANTAY, ED.D
President

By :


MARCIANO L. LABURADA
President

(REPUBLIC OF THE PHILIPPINES)
BALANGA, BATAAN) S. S.
QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Balanga, ~~Quezon City~~ Province of Bataan, on this SEP 11 2012 day of July 2012, personally appeared the following:


Name	Comm. Tax Cert. No.	Date/Place of Issuance
MARCIANO LABURADA	<u>11137903</u>	<u>Jan. 12, 2012 / Pasig City</u>
MR. DELFIN O. MAGPANTAY, Ed.D.	<u>02603806</u>	<u>July 05, 2012, Balanga, Bataan</u>

known to me and to me known to be the same persons who executed the foregoing Contract consisting of Two (2) pages including this page and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the agencies herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this day and at the place first above mentioned.

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Book No. 229
Series of 2012.

NOTARY PUBLIC


ATTY. TOMAS F. DULAY, JR.
Notary Public
Until December 31, 2014
Roll No. 16583 / 03-13-61
IBP No. 823239 / cy 2012 - Q.C.
PTR No. 6081383 / 01-02-12 - Q.C.
TIN No. 41022591692
92 Legaspi St. Proj. 4, P.C.
MCLE EXEMPTED