

Contract Agreement

OCT 10 2012 ✓

THIS AGREEMENT made the ____ day of September 2012 between Laguna Lake Development Authority (LLDA), government-owned and controlled corporation with office address at Sugar Regulatory Administration Building, North Avenue, Diliman, Quezon City, Philippines (hereinafter called "the Entity") of the one part and Instrumech Philippines, Inc. with office address at 177-A Tandang Sora Avenue, quezon City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **supply and delivery of one (1) unit Acoustic Doppler Current Meter with mobile stream flow velocity and discharge measurement capabilities** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION ONE HUNDRED THOUSAND PESOS (P2,100,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

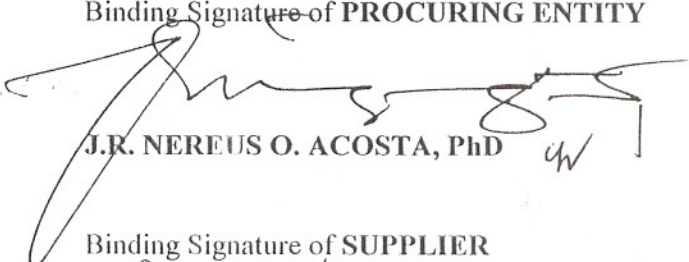
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by **J.R.NEREUS O. ACOSTA, Ph.D.** the General Manager (for the Entity)

Signed, sealed, delivered by **MR. REUBEN SAMUEL** the OIC-Philippines (for the Supplier).

Binding Signature of **PROCURING ENTITY**


J.R. NEREUS O. ACOSTA, PhD *uw*

Binding Signature of **SUPPLIER**


REUBEN SAMUEL

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

BEFORE ME, A Notary Public for and in the above jurisdiction, personally appeared the following:

<u>NAME</u>	<u>CTC NO.</u>	<u>DATE/PLACE ISSUED</u>
J.R. NEREUS ACOSTA, Ph.D	00012668	January 17, 2012/Quezon City
REUBEN SAMUEL	03213810	January 10, 2012/Quezon City

both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own freewill and voluntary act and deed. This instrument consists of two (2) pages including this page wherein this acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 15 day of OCT 2012 at QUEZON CITY.

[Signature]
ATTY. TOMAS F. DULAY JR.
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2012
 ROLL NO. 13593 / 03-13-1961
 IBP NO. 823239 / CY 2012 / Q.C.
 PTR NO. 6031383 / 01-02-12 / Q.C.
 MCLE EXEMPTED

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