

SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS SERVICE AGREEMENT, made and entered into this **1st** day of **June 2022** by and between:

The **Mindoro State University (MinSU)**, a government educational institution of higher learning, with principal address at Alcate, Victoria, Oriental Mindoro, represented by **LEVY B. ARAGO, JR., Ph.D.**, University President, hereinafter referred to as the “**First Party**”

-and-

THE PLDT INC., with principal address at Ramon Cojuangco Bldg., Makati Avenue Makati City, Metro Manila represented by **MR. DENNIS G. MAGBATOC**, Assistant Vice President and Center Head of Corporate Relationship Management, herein referred to as the “**Second Party**”

WITNESSETH

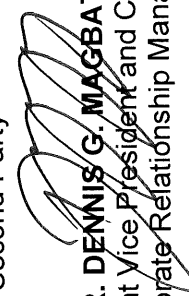
1. That the First Party is in need of the services for the project “**Procurement of Internet, LMS Subscription, Network Infrastructure Equipment & ICT Equipment for Smart Campus Project Strengthening the Adoption of Flexible Learning in the Academic New Normal in MinSU Lot 1- Internet Subscription**”;
2. That the Second Party signified intention of providing services needed by the First Party for the above stated activity;
3. That the Second Party is capacitated to provide the above cited services after it has been found complying and responsive to the services being required;
4. That the Second Party hereby attests of being not related within the third degree of consanguinity or affinity to the representative of the First Party;
5. That in view of hereof, the Second Party is contracted by the First Party to provide services for “Procurement of Internet, LMS Subscription, Network Infrastructure Equipment & ICT Equipment for Smart Campus Project Strengthening the Adoption of Flexible Learning in the Academic New Normal in MinSU Lot 1- Internet Subscription”
6. That the total contract price is **Four Million Seven Hundred Eighty Two Thousand Pesos (Php4,782,000.00)**.
7. That the First Party agreed to pay the Second Party in full, upon completion of the services for “Procurement of Internet, LMS Subscription, Network Infrastructure Equipment & ICT Equipment for Smart Campus Project Strengthening the Adoption of Flexible Learning in the Academic New Normal in MinSU Lot 1- Internet Subscription”;
8. That the work specified above shall be completed within thirty (30) working days or less.
9. That the amount of one-tenth (1/10) of one percent (1%) of the contract amount per day for liquidated damages is hereby declared and understood to include all losses and cost of whatever nature the Government will sustain because of the failure of the **SECOND PARTY** to complete the contract within the stipulated time.

IN WITNESS WHEREOF, both parties have hereunto set their hands this 1st day of June, 2022 at MinSU, Alcate, Victoria, Oriental Mindoro, Philippines.

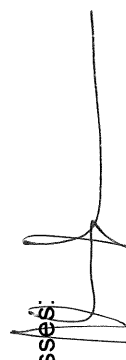
First Party


LEVY B. ARAGO, JR., Ph.D.
University President

Second Party


MR. DENNIS G. MAGBATOC
Assistant Vice President and Center Head
of Corporate Relationship Management

Witnesses:


NEMESIO H. DAVALOS, Ph.D.
Vice President for Academic Affairs


VICTOR S. DIZON
Relationship Manager

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of _____) S.S.
Municipality of _____)

BEFORE ME, notary public for and in the above jurisdiction, personally appeared the following:

NAME	PRC/I.D./CTC. NO.	DATE	PLACE OF ISSUE
Levy B. Arago, Jr.	PRC # 0088938	November 5, _____	Manila
Dennis G. Magbatoc	Passport No.: P3147397B _____	September 10, 2019	DFA NCR South

Known to me to be the persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed.

This instrument consisting of two (2) pages including the page wherein this acknowledgement is written had been signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this 07 SEP 2022 day of _____, 2022 at CALAPAN CITY, Oriental Mindoro.

NOTARY PUBLIC

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ATTY. RAYMOND JOELL L. BALBUENA
Roll of Attorneys No. 61667
IBP Lifetime No. 610769
PTR No. 0773584 - Calapan City
MCLE Compliance No. VII - 0005357
Notarial Commission until December 31, 2022