

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

AUG 27 2019

This Agreement, entered into this ____ day of August 2019 in the City of Pasay, Philippines, by and between:

PHILIPPINE INTERNATIONAL CONVENTION CENTER INC., a government corporation created and existing by authority of Presidential Decree No. 520 dated July 23, 1974, as amended by Presidential Decree No. 710 with principal office at the PICC Complex, 1307 Pasay City, represented herein by its Deputy General Manager, **ROBERTO A. GARCIA**, hereinafter referred to as "**PICCI**".

- and -

CAVAT CAPITOL MERCHANDISING AND CONSTRUCTION, a single proprietorship duly organized and existing under the laws of the Republic of the Philippines with office address at Maharlika Highway, Barangay Bayo, Iguig Cagayan 3504 and represented herein by its Special Project Manager, **MARIO T. MACADAEG**, duly authorized for the purpose, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH: That -

WHEREAS, PICCI, through its Bids and Awards Committee (BAC), invited Bids for the **Supply of Labor and Materials for the Construction of Two (2) Emergency Exits at the Reception Hall** ("the Project") and has accepted bid from the **CONTRACTOR** in the total amount of **NINE MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED FORTY-SEVEN PESOS AND SIXTY-ONE CENTAVOS (₱9,582,647.61)**, VAT inclusive;

WHEREAS, the PICCI Management approved, the award of the contract for the said project to the **CONTRACTOR**, which offered the lowest calculated and responsive bid;

NOW, THEREFORE, the PICCI and the **CONTRACTOR** enter into this Agreement under the following terms and conditions;

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The Bid Proposal submitted on April 12, 2019, Eligibility Documents, Technical and Financial Components of the Bid;
 - b. Section VI – Specifications;
 - c. Section VII – Drawings;
 - d. Section III – Bid Data Sheet;
 - e. Section IV – General Conditions of Contract;
 - f. Section V – Special Conditions of Contract (SCC);
 - g. Notice of Award
 - h. Construction Schedule and S-curve;
 - i. Construction Method;
 - j. Construction Safety and Health Program; and
 - k. PERT/CPM; and
 - l. Performance Bond.

2. In consideration of the payments to be made by the PICCI to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** hereby covenants with the PICCI to provide the services, and to remedy defects therein in conformity in all respects with the provisions of the Contract;

WITNESSES:

WILSON B. DE LOS REYES

ARNOLD G. CASTRO

PARTIES:

ROBERTO A. GARCIA

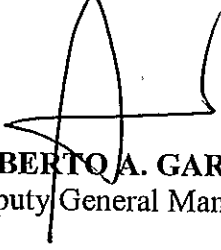
MARIO T. MACADAEG

3. The PICCI hereby covenants to pay the CONTRACTOR in consideration of the provision of the 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.

**PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC
(PICCI)**

By:


ROBERTO A. GARCIA
Deputy General Manager

**CAVAT CAPITOL MERCHANDISING
AND CONSTRUCTION
(CONTRACTOR)**

By:


MARIO T. MACADAEG
Special Project Manager

SIGNED IN THE PRESENCE OF:


WILSON B. DELOS REYES


ARNOLD G. CASTRO


ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) S.S.
X-----X

BEFORE ME, a Notary Public, for and in the City of Pasay, personally appeared:

ROBERTO A. GARCIA, in his capacity as Deputy General Manager, PICCI, with PICCI TIN 001-114-766 and **MARIO T. MACADAEG** in his capacity as Special Project Manager with his TIN 148-840-236, both known to me and to me known to be the same persons who executed the foregoing Agreement consisting of two (2) pages including this page where the acknowledgement is written signed on each and every pages thereof by the parties and their witnesses; other attachments enumerated on page one (1) of this Agreement are considered part and parcel of this document; the parties further acknowledged to me that the same are their free acts and voluntary deeds.

WITNESS MY HAND AND NOTARIAL SEAL on this AUG 28 2019 day of _____, 2019, in Pasay City, Philippines

NOTARY PUBLIC


ATTY. VICTOR C. ESTRADA
Notary Public for and in the City of Pasay
Commission No. 19-03
Until December 31, 2020
Roll of Attorneys No. 27218
PTR No. 6398145 01/04/19 Pasay City
IBP 065721 01/10/19 Q.C.
MCLE No. VI-0008296 until 04/14/2022

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