CONTRACT FOR SUPPLY OF LABOR, MATERIALS AND DELIVERY FOR THE REFURBISHING OF VENUS CHAIRS

This CONTRACT executed on the 13 day of AUG 2026 by and between:

Philippine International Convention Center, Inc, (PICCI), a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

DARGO DESIGN COMPONENT BUILDERS CORP., a company duly organized and existing under the laws of the Philippines, with principal office at 44 Langka St., Elmars Village, Brgy. Cupang, Antipolo City, Rizal, hereinafter called the "Supplier/Contractor".

WHEREAS, the Entity invited Bids/Offers for certain goods and services, particularly ***Supply of Labor, Materials and Delivery for the Refurbishing of Venus Chairs***;

WHEREAS, the Supplier/Contractor submitted a responsive bid/offer and was awarded the contract for the negotiated procurement (GPPB Resolution No. 01-2026), in the total amount of ***SIX MILLION SIX HUNDRED FIFTY THREE THOUSAND PESOS ONLY (₱ 6,653,000.00), VAT Inclusive***, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a. Philippine Bidding Documents (PBD);

      i. Notice of Negotiated Procurement (GPPB Resolution No. 01-2026);
      ii. Invitation to submit proposals;
      iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
      iv. PICCI Terms of Reference;
      v. Other contract documents that may be required by existing laws and/or the Entity.

   b. Winning bidder's/supplier's Bid/Offer, including the submitted Document Requirements and Financial Proposals, and all other documents or statements submitted;

   c. Performance Security;

   d. Notice of Award of Contract; and the Bidder's/Supplier's Conforme thereto; and

   e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of ***SIX MILLION SIX HUNDRED FIFTY THREE THOUSAND PESOS ONLY (₱ 6,653,000.00), VAT Inclusive***, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor agrees to deliver and perform the items and related services for the ***Supply of Labor, Materials and Delivery for the Refurbishing of Venus Chairs*** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The *PICCI* agrees to pay the above-mentioned sum to the Supplier/Contractor in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity
Head of the Procuring Entity or Duly Authorized Representative

NICOLETTE ANN P. CRUZ
General Manager
Date: _____

For the Bidder
Duly authorized to sign the Contract for and behalf of DARGO DESIGN COMPONENT BUILDERS CORP.:

ARSENIO T. DARGO
President/CEO
Date: 7/31/26

Signed in the presence of:

MARIA VICTORIA T. CLARIN
Witness – Procuring Entity
Date: _____

MARY ELLEN D. BERNARDINO
Witness – Supplier/Contractor
Date: 7/31/26

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the City of Antipolo, City/Province of _____, this _____ day of 18 AUG 2026 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of two (2) pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of 18 AUG 2026 2026.

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

ATTY. PRECIOUS Y. VILLAMAYOR
NOTARY PUBLIC
PTR NO. 10059315 / 01/05/2026
IBP NO. 575084 / 12/29/2025
APPOINTMENT NO. 26-18
MCLE NO. VIII-0007916
ROLL NO. 67736
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL
UNTIL DECEMBER 31, 2027

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