

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered into this MAY 17th 2022 of May 2022, 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 General Manager, **RENATO B. PADILLA**, hereinafter referred to as **"PICCI"**.

and

VIVA SALES ENTERPRISES, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 1425-C Masangkay St., Sta Cruz, Manila and represented herein by its General Manager, **JAIME IBARRA CHUA**, duly authorized for the purpose, hereinafter referred to as **"SUPPLIER"**.

WITNESSETH: That -

WHEREAS, PICCI, through its Bids and Awards Committee (BAC), invited Bids for the **Supply and Delivery of Various Hardware Supplies, Parts and Materials** and has accepted a bid for **Lot III – Plumbing Materials** from the **SUPPLIER** in the total amount of **ONE MILLION ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT PESOS (P1,157,838.00), VAT Inclusive;**


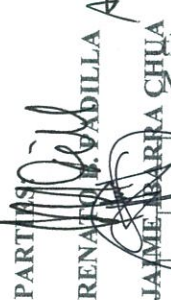
WHEREAS, the PICCI Management has approved, the award of the said procurement to the **SUPPLIER**, which offered the lowest calculated and responsive bid for **Lot III – Plumbing Materials;**

Item No.	Qty.	Unit	Article /Description	Unit Price	Total Amount
1	20	pcs	GI Coupling 1/2" dia.	₱24.00	₱480.00
2	5	pcs	GI Coupling 1-1/2" dia.	89.00	445.00
3	5	pcs	GI Coupling 1-1/4" dia.	73.00	365.00
4	4	pcs	GI Coupling 3/4" dia.	31.00	124.00
5	15	pcs	GI Coupling 2" dia.	140.00	2,100.00
6	5	pcs	GI Union Patente 1/2" dia.	99.00	495.00
7	15	pcs	GI Elbow 2" dia.	204.00	3,060.00
8	4	pcs	GI Union Patente 1" dia.	148.00	592.00
9	15	pcs	GI Union Patente 1-1/2" dia.	279.00	4,185.00
10	15	pcs	GI Union Patente 2" dia.	417.00	6,255.00
11	20	pcs	GI Nipple 1/2" dia. x 1"	9.00	180.00
12	10	pcs	GI Nipple 1/2" dia. x 2"	11.00	110.00
13	10	pcs	GI Nipple 1-1/4" dia. x 1"	22.00	220.00
14	7	pcs	GI Nipple 1-1/4" dia. x 4"	44.00	308.00
15	7	pcs	GI Nipple 3/4" dia. x 4"	20.00	140.00

WITNESSES:

 WILSOY B. DELOS REYES

 BIANCA CHUA SY

PARTIES:

 RENATO B. PADILLA

 JAIME IBARRA CHUA

16	7	pcs	GI Nipple 2" dia. x 2"	39.00	273.00
17	20	pcs	GI Tee 1/2" dia.	40.00	800.00
18	15	pcs	GI Tee 3/4" dia.	57.00	855.00
19	20	pcs	GI Pipe 1/2" dia. x 20' sch. 40	562.00	11,240.00
20	10	pcs	GI Pipe 3/4" dia. x 20' sch. 40	720.00	7,200.00
21	6	pcs	GI Pipe 2" dia. x 20' sch. 40	2,335.00	14,010.00
22	10	pcs	GI Plug 1/2" dia.	21.00	210.00
23	10	pcs	GI Plug 3/4" dia.	26.00	260.00
24	10	pcs	GI Plug 1" dia.	36.00	360.00
25	5	pcs	GI Plug 1-1/2" dia.	64.00	320.00
26	5	pcs	3 way angle valve	237.00	1,185.00
27	15	pcs	Angle Valve 1/2" x 1/2"	184.00	2,760.00
28	7	pcs	Angle Valve 1/2" x 3/8"	227.00	1,589.00
29	40	pcs	Flexible Hose 1/2" x 1/2" x 14" stainless, heavy duty	124.00	4,960.00
30	15	pcs	Ball Valve 1/2",brass	351.00	5,265.00
31	15	pcs	Ball Valve 3/4",brass	530.00	7,950.00
32	10	pcs	Ball Valve 1-1/2",brass	2,145.00	21,450.00
33	10	pcs	Ball Valve 2",brass	3,354.00	33,540.00
34	300	roll	Teflon tape 1/2"	5.00	1,500.00
35	200	roll	Teflon tape 3/4"	7.00	1,400.00
36	15	set	P-trap 1-1/4 , Brass	528.00	7,920.00
37	40	set	Pop-up drain 1-1/4" - for Lavatory drain	600.00	24,000.00
38	30	set	Faucet as per sample	2,600.00	78,000.00
39	30	set	Toilet Cubicle Lockset	588.00	17,640.00
40	30	pcs	Toilet Cubicle towel hook , stainless	400.00	12,000.00
41	2	unit	Flexible Garden hose 3/4" x 60ft	1,320.00	2,640.00
42	15	pcs	PVC Pipe 1/2" dia. - water line	82.00	1,230.00
43	15	pcs	PVC Pipe 1" dia. - water line	170.00	2,550.00
44	15	pcs	PVC Pipe 2" dia. - water line	339.00	5,085.00
45	15	pcs	PVC Pipe 3" dia. - water line	727.00	10,905.00
46	15	pcs	PVC Pipe 4" dia. - water line	968.00	14,520.00
47	15	pcs	PVC Pipe 6" dia. - water line	2,075.00	31,125.00
48	15	pcs	PVC Tee 1/2" dia.	11.00	165.00
49	15	pcs	PVC Tee 3/4" dia.	15.00	225.00
50	15	pcs	PVC Tee 1" dia.	27.00	405.00
51	8	pcs	PVC Tee 2" dia.	57.00	456.00
52	3	pcs	PVC Wye Reducer 6"dia. X 4" dia,	821.00	2,463.00
53	9	pcs	PVC Wye 2"dia. X 2" dia,	53.00	477.00
54	5	pcs	PVC Wye 4"dia. X 2" dia,	164.00	820.00
55	5	pcs	PVC Wye 4"dia. X 4" dia,	197.00	985.00
56	15	pcs	PVC Elbow 2" dia.	35.00	525.00
57	15	pcs	PVC Elbow 2" dia. , 45 deg.	33.00	495.00
58	10	pcs	PVC Elbow 3/4" dia.	10.00	100.00
59	3	pcs	PVC Elbow 6" dia. 45deg.	490.00	1,470.00
60	3	pcs	PVC Elbow 6" dia. 90deg.	545.00	1,635.00

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61	10	pcs	PVC P-trap 2" dia.	126.00	1,260.00
62	10	pcs	PPR Pipe 1/2", PN20 x 4m	198.00	1,980.00
63	10	pcs	PPR Pipe 3/4", PN20 x 4m	320.00	3,200.00
64	10	pcs	PPR Pipe 1", PN20 x 4m	493.00	4,930.00
65	5	pcs	PPR Pipe 2", PN20 x 4m	1,971.00	9,855.00
66	15	pcs	PPR Elbow 1/2", 90 deg.	8.00	120.00
67	15	pcs	PPR Elbow 3/4", 90 deg.	13.50	202.50
68	15	pcs	PPR Elbow 1", 90 deg.	20.70	310.50
69	15	pcs	PPR Elbow 2", 90 deg.	134.00	2,010.00
70	15	pcs	PPR Tee 1/2"	10.00	150.00
71	15	pcs	PPR Tee 3/4"	18.00	270.00
72	15	pcs	PPR Tee 1"	29.00	435.00
73	15	pcs	PPR Tee 2"	165.00	2,475.00
74	10	pcs	PPR Elbow 1/2", with thread, female	79.00	790.00
75	10	pcs	PPR Elbow 3/4", with thread, female	123.00	1,230.00
76	10	pcs	PPR Elbow 1", with thread, female	318.00	3,180.00
77	10	pcs	PPR adapter female 1/2", with thread	73.00	730.00
78	10	pcs	PPR adapter female 3/4", with thread	108.00	1,080.00
79	8	pcs	PPR adapter female 1", with thread	289.00	2,312.00
80	7	pcs	PPR adapter female 2", with thread	696.00	4,872.00
81	40	set	Sloan Repair Kit A-19AU	663.00	26,520.00
82	20	set	Sloan Repair Kit H-541ASD	1,019.00	20,380.00
83	20	set	Sloan Repair Kit B-50A	1,000.00	20,000.00
84	30	pcs	Sloan Repair Kit A-31	1,000.00	30,000.00
85	30	set	Sloan Repair Kit V-551 A	500.00	15,000.00
86	15	pcs	Sloan Repair Kit G-1017A	2,800.00	42,000.00
87	30	pcs	Sloan Repair Kit A-156AA	1,487.50	44,625.00
88	30	pcs	Sloan Repair Kit G-106 slip disc	1,000.00	30,000.00
89	11	pcs	Bowl wax	360.00	3,960.00
90	2	pcs	CI Elbow 2" x 45 deg, hubless	234.00	468.00
91	2	pcs	CI Elbow 3" x 45 deg, hubless	303.00	606.00
92	10	unit	Foot Pedal Valve	1,500.00	15,000.00
93	10	can	Solvent PVC cement, 200cc	126.00	1,260.00
94	20	can	All around sealant , 1/4 liter per can	192.00	3,840.00
95	3	pcs	Water Plug Cement	1,320.00	3,960.00
96	2	can	Hydraulic water-stop cement, 10 lbs	2,500.00	5,000.00
97	3	set	1 Piece Toilet Bowl - Floor Flange Connection Inclusion: Toilet seat cover floor flange Bowl wax Length :710 Color : White	13,330.00	39,990.00
98	23	set	Flush Valve type - Water Closet HCG titan #c6811fv - Existing Floor flange installation Inclusion: Toilet seat cover Wax ring; Floor Range	11,250.00	258,750.00

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99	17	set	Under Counter Lavatory – <i>Existing HCG L4011</i>	5,125.00	87,125.00
100	10	set	Wall Mounted Lavatory	4,720.00	47,200.00
101	2	set	Wall-Hung Urinal – <i>Existing HCG U28</i>	9,750.00	19,500.00
102	20	pcs	Faucet Hosebib 1/2	367.00	7,340.00
103	30	set	Bidet, High pressure, Stainless steel type 304	780.00	23,400.00
104	10	can	Spray - waterproof and leak repair , 450ml/can	1,650.00	16,500.00

NOW THEREFORE, the parties hereby agree and covenant as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Special Conditions of Contract and in the Technical Specification of the bid documents;

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a. The Bid Proposal Form submitted on April 7, 2022;
- b. Eligibility, Technical, Financial Documents and Post Qualification Documents;
- c. Section VI – Schedule of Requirements;
- d. Section VII – Technical Specifications;
- e. Section III – Bid Data Sheet;
- f. Section IV – General Conditions of Contract;
- g. Section V – Special Conditions of Contract;
- h. Performance Security; and
- i. Notice of Award.

In consideration of the payments to be made by the PICCI to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the PICCI to undertake the completion of the delivery in accordance with the Schedule of Requirements, and to remedy defects therein in conformity in all respects with the provisions of the Contract;


The PICCI hereby covenants to pay the SUPPLIER in consideration of the completion of the delivery 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)**

**VIVA SALES ENTERPRISES
(SUPPLIER)**

By:


RENATO B. PADILLA
General Manager

By:


JAIME IBARRA CHUA
General Manager

SIGNED IN THE PRESENCE OF:


WILSON B. DELOS REYES


BIANCA CHUA SY

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) S.S.
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BEFORE ME, a Notary Public, for and in the City of Pasay, personally appeared:

RENATO B. PADILLA, in his capacity as General Manager, PICCI, with PICC TIN 001-114-766 and **JAIME IBARRA CHUA** in his capacity as General Manager, Viva Sales Enterprises with his TIN 103-919-881, both known to me and to me known to be the same persons who executed the foregoing Agreement consisting of four (4) 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 MAY 16 2022 day of _____, 2022, in Pasay City, Philippines



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NOTARY PUBLIC

ATTY. VICTOR C. ESTRADA
Notary Public for and in the City of Pasay
Commission No. 19-03
Until June 30, 2022
Roll of Attorneys No. 27218
PTR OR No. PC7700268;1/5/22;Pasay Cit
IBP OR No. 171724;1/4/2022;Pasig City
MCLE No. VI-0008296 until 04-14-2022