

### Contract Agreement Form

THIS AGREEMENT, made this Jul 29 2015 day of 2015 between **Duty Free Philippines Corporation**, with address at EHA Bldg, Fiesta Mall, Columbia Complex, Ninoy Aquino Ave., Parañaque City (hereinafter called the "Entity") and **McLeod International Trading, Inc.** with address at 9043-A. Aguinaldo Highway, Brgy Malumot, Panapaan VII, Bacoor, Cavite (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Renovation of DFPC Canteen** (hereinafter called "the Works") and the Entity has accepted the Bid for **One Million One Hundred Ninety Two Thousand Five Hundred Ninety Six Pesos and 08/100 (PhP1,192,596.08)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:


- (a) General and Special Conditions of Contract;
- (b) Drawings/Plans;
- (c) Specifications;
- (d) Invitation to Apply for Eligibility and to Bid;
- (e) Instructions to Bidders;
- (f) Bid Data Sheet;
- (g) Addenda and/or Supplemental/Bid Bulletins, if any;
- (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes,
- (i) Eligibility requirements, documents and/or statements;
- (j) Performance Security,
- (k) Credit line issued by a licensed bank, if any;
- (l) Notice of Award of Contract and the Bidder's conforme thereto;
- (m) Other contract documents that may be required by existing laws and/or the Entity

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this 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.

**DUTY FREE PHILIPPINES**

By: 

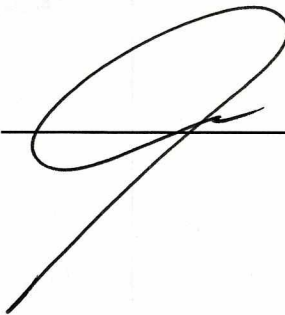
**LORENZO C. FORMOSO**  
Chief Operating Officer


**MCLEOD INTERNATIONAL TRADING, INC.**  
(TIN NO. 006-867-453-000)



**GERARD GENESIS H. BARCELO**  
Sales & Marketing Manager

RECEIVED BY:   
 DATE: Jul 29 2015  
 TIME: 4:33  
 OFFICE NO. 1015  
 OFFICE OF 2015

Signed in the presence of:  
  
\_\_\_\_\_

\_\_\_\_\_  


**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )

**BACOR CITY, CAVITE**

\_\_\_\_\_ ) S.S.

**BACOR CITY, CAVITE**

**BEFORE ME** a Notary Public for and in \_\_\_\_\_, on this \_\_\_\_\_ day of  
DEC 29 2015, 2015, personally appeared:

<u>Name</u>	<u>Passport No.</u>	<u>Date/Place Issued</u>
DUTY FREE PHILS. LORENZO C. FORMOSO	EC07490303	02 April 2014/DFA Manila

MCLEOD INTERNATIONAL TRADING, INC.  
GERARD GENESIS H. BARCELO

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their voluntary act and deed.

This Agreement, consisting of two (2) pages, was signed by the parties together with their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC



**ATTY. CRISANTO U. PASCUAL, JR.**  
NOTARY PUBLIC  
COMMISSION EXPIRES ON DECEMBER 31, 2016  
PTR NO. 0234410 1-07-10 BACOR CITY, CAVITE  
ATTORNEY ROLL NO. 37506 TIM NO. 117 568-658  
MCLEIN-0004000 2015 IBP No. 975363 10-08-2011

Doc. No. 433  
Page No. 87  
Book No. 10  
Series of 2015.