

CONTRACT AGREEMENT FOR THE PROVISION OF PETROLEUM FOR CLARK INTERNATIONAL AIRPORT CORPORATION FOR CY 2017 (NEGOTIATED PROCUREMENT)

THIS AGREEMENT made this 31st day of March 2017 between **CLARK INTERNATIONAL AIRPORT CORPORATION** of Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines (hereinafter called "**CIAC**") of the one part and **PETRON CORPORATION** of SMC Head Office Complex, 40 San Miguel Avenue, Mandaluyong City (hereinafter called the "**SUPPLIER**") of the other part:

WHEREAS the CIAC invited Bids for certain goods and ancillary services, viz., **PROVISION OF PETROLEUM FOR CLARK INTERNATIONAL AIRPORT CORPORATION FOR CY 2017 (NEGOTIATED PROCUREMENT)** and has accepted a Bid by the SUPPLIER for the supply of those goods in the sum of **FOUR MILLION SEVEN HUNDRED FIFTY FIVE THOUSAND TWO HUNDRED FORTY PESOS (Php4,755,240.00)** (hereinafter called the "**Contract Price**").

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) General and Special Conditions of the Contract ;
 - (b) Technical Specifications;
 - (c) Invitation to Bid;
 - (d) Bidding Documents (**ANNEX A**);
 - (e) Supplemental Bid Bulletin;
 - (f) Bid form including all the documents/statements contained in the winning bidder's bidding envelopes (**ANNEX B**);
 - (g) Eligibility requirements, documents and/or statements (**ANNEX C**);
 - (h) Performance Bond;
 - (i) Net Financial Contracting Capacity (NFCC);
 - (j) Notice of Award of Contract and winning bidder's "Conforme" thereto;
3. In consideration of the payments to be made by CIAC to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with CIAC to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The CIAC hereby covenants to pay the SUPPLIER in consideration of the goods 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.

Signed, sealed, delivered by:

Clark International Airport Corporation


LAURO A. ORTILE
Officer-in-Charge

Petron Corporation


ARCHIE B. GUPALOR
Vice President-National Sales Division


GREGORIO B. ABADA
National Sales Manager-Cards Business
Group

Witnesses:



ACKNOWLEDGMENT

Republic of the Philippines]
MANDALUYONG CITY] S.S.

MANDALUYONG CITY MAY 23 2017 this 23 day

BEFORE ME, a Notary Public for and in _____ of _____ 2017 personally appeared the following:

Table with 3 columns: Name, Valid Identification Number, Date & Place of Issuance. Rows include LAURO A. ORTILE, ARCHIE B. GUPALOR, and GREGORIO B. ABADA with their respective IDs and issuance details.

Known to me and to me known to be the persons who executed the foregoing Contract for the Provision of Petroleum for Clark International Airport Corporation for CY 2017 (Negotiated Procurement). Both parties certified that the foregoing was their own free act and deed and the free act and deed of the principals they represent.

This Agreement consists of three (3) pages and is signed on each and every page by the parties and their material witnesses.

Witness my hand and seal this MAY 23 2017 day of _____ 2017.

Doc. No. 86;
Page No. 18;
Book No. 5-A;
Series of 2017.

ATTY. JOSE B. DULNUAN
NOTARY PUBLIC
FOR THE CITY OF MANDALUYONG
Until December 31, 2017
COMMISSION NO. 0458-16
IBP Lifetime No. 0016085 / Pasig City, 4-27-2017
PTR NO. 69252527, 1-3-17, Cainta, Rizal
ROLL NO. 26304
MCLE COMP. NO. V-0022171, 6-15-16
VALID UNTIL 04-14-2019
D-23-AB GUEVENTVILLE II, 52 D.M.
CUEVARRA ST., MANDALUYONG CITY
Tel. Nos. 832-8353, 5334664
Email Addr: jbdulnuan@gmail.com