

## CONTRACT AGREEMENT FOR THE SUPPLY AND DELIVERY OF IT EQUIPMENT AND SOFTWARE


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THIS AGREEMENT, made this 19th day of March 2018 between **CLARK INTERNATIONAL AIRPORT CORPORATION** of Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines (hereinafter called "**CIAC**") of the one part and **ePLDT, INC.** of 5<sup>th</sup> Floor, L.V. Locsin Bldg., 6752 Ayala Ave. cor Makati Ave., Makati City (hereinafter called the "**SUPPLIER**") of the other part:

WHEREAS, the CIAC invited Bids for certain goods and ancillary services, viz., **SUPPLY AND DELIVERY OF IT EQUIPMENT AND SOFTWARE** and has accepted a Bid by the SUPPLIER for the supply of those goods in the sum of **ELEVEN MILLION SEVEN HUNDRED TEN THOUSAND PESOS (PHP11,710,000.00)** (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


ePLDT, Inc.

  
**ALEXANDER S. CAGUIRAN**  
OIC/Acting President and CEO

  
**NERISSA S. RAMOS**  
Group Chief Operating Officer

P.A.

Witnesses:

  
Kimberly A. Davin  
City of San Fernando, Pampanga

\_\_\_\_\_

gm



**ACKNOWLEDGMENT**

**Republic of the Philippines]**

City of San Fernando, Pampanga ] **S.S.**

**APR 03 2018**

**BEFORE ME**, a Notary Public for and in City of San Fernando, Pampanga this \_\_\_\_\_ day of \_\_\_\_\_ 2018 personally appeared the following:

Name	Valid Identification Number	Date & Place of Issuance
<b>ALEXANDER S. CAUGUIRAN</b>	Driver's License # C10-89-056135	January 25, 2016

**NERISSA S. RAMOS**

Known to me and to me known to be the persons who executed the foregoing Contract for the **Supply and Delivery of IT Equipment and Software**. 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 \_\_\_\_\_ day of **APR 03 2018** 2018.

Doc. No. 6 ;  
Page No. 3 ;  
Book No. 57 ;  
Series of 2018.

**ANTERNO S. GUEVARRA**  
Notary Public  
Until December 31, 2018  
PTR No. 8967786 & IBP No. 1086788  
Both Issued on Jan. 4, 2018 at the  
City of San Fernando, Pampanga  
" No. 18314 \* M.O.L.E. V. 0018"

*(Handwritten signatures)*

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