

CONTRACT AGREEMENT FOR THE RE-PAINTING OF RUNWAY AND TAXIWAY PAVEMENT MARKINGS AT THE CLARK INTERNATIONAL AIRPORT

THIS AGREEMENT made this 16th day of May 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 **TRAFFIC SUPPLIES AND CONSTRUCTION CORPORATION** of Lot 4, B-1B, Champaca Road, UPS IV Industrial Subdivision, Bgy. Marcelo Green, Sucat, Parañaque (hereinafter called the "**CONTRACTOR**") of the other part:

WHEREAS the CIAC invited Bids for execution and completion of services consisting of: **RE-PAINTING OF RUNWAY AND TAXIWAY PAVEMENT MARKINGS AT THE CLARK INTERNATIONAL AIRPORT** and has accepted a Bid by the CONTRACTOR in the sum of **TWENTY MILLION FOUR HUNDRED SEVENTY ONE THOUSAND FOUR HUNDRED SEVENTY PESOS AND 00/100 (20,471,040.00)** (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 CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with CIAC to provide for the execution and completion of services and to remedy defects therein in conformity in all respects with the provisions of the Contract.


4. The CIAC hereby covenants to pay the CONTRACTOR in consideration of the provision of services 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

Traffic Supplies and Construction Corporation


ALEXANDER S. CAUGUIRAN
OIC/Acting President and CEO


ARTHUR G. SAN GABRIEL
President

Witnesses:







ACKNOWLEDGMENT

Republic of the Philippines]

VARANAOUE CITY

] S.S.

BEFORE ME, a Notary Public for and in **VARANAOUE CITY** this _____ day of **MAY 16 2017** 2017 personally appeared the following:

Name	Valid Identification Number	Date & Place of Issuance
ALEXANDER S. CAUGUIRAN	Driver's License # C10-89-056135	January 25, 2016
ARTHUR G. SAN GABRIEL	Passport ID # EC0120803	January 25, 2014 DFA, Manila

Known to me and to me known to be the persons who executed the foregoing Contract for the **Re-painting of Runway and Taxiway Pavement Markings at the Clark International Airport**. 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 **MAY 16 2017** 2017.

Doc. No. 365;
Page No. 73;
Book No. XVI;
Series of 2017.

FRANCISCO MALATE JR.
NOTARY PUBLIC
UNTIL DEC. 31, 2017
PTR NO. 0855134
1-3-17 PARANAOUE CITY
IBP NO. 1010260
1-4-16-17 PASAY CITY
ROLL NO. 17004
MCLE NO. 0020269

(Handwritten signatures and initials)