

**CONTRACT AGREEMENT FOR THE SUPPLY AND
INSTALLATION/REPLACEMENT OF EXISTING CONVENTIONAL
LIGHTINGS INTO EQUIVALENT LIGHT EMITTING DIODE (LED)
LIGHTINGS AT THE PASSENGER TERMINAL BUILDING**

THIS AGREEMENT made this 5th day of January 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 **ECOSHIFT CORPORATION** of 11th Floor Cyberzone Building, Eastwood Cyberpark City, Bagumbayan, QuezonCity (hereinafter called the "**SUPPLIER**") of the other part:

WHEREAS the CIAC invited Bids for certain goods and ancillary services, viz., **SUPPLY AND INSTALLATION/REPLACEMENT OF EXISTING CONVENTIONAL LIGHTINGS INTO EQUIVALENT LIGHT EMITTING DIODE (LED) LIGHTINGS AT THE PASSENGER TERMINAL BUILDING** and has accepted a Bid by the SUPPLIER for the supply of those goods in the sum of **ONE MILLION SEVEN HUNDRED NINETY SIX THOUSAND PESOS (PHP1,796,000.00)** (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.

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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.

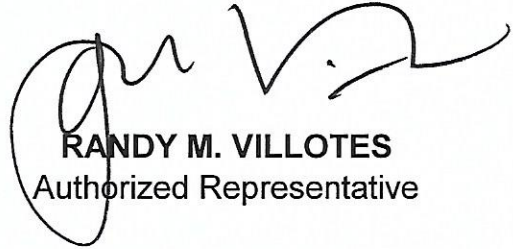
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by:


Clark International Airport Corporation

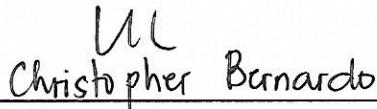
Ecoshift Corporation


ALEXANDER S. CAUGUIRAN
OIC/Acting President and CEO


RANDY M. VILOTES
Authorized Representative

Witnesses:


Alonzo Francisco


Christopher Bernardo











ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in MANDALUYONG CITY this 24 JAN 2017 day of 2017 personally appeared the following

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

RANDY M. VILLOTES

Known to me and to me known to be the persons who executed the foregoing Contract for the Supply and Installation/Replacement of Existing Conventional Lightings into Equivalent Light Emitting Diode (LED) Lightings at the Passenger Terminal Building. 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 24 day of JAN 2017 2017.

Doc. No. 964;
Page No. 81;
Book No. VIII;
Series of 2017.

ATTY. JAMES K. ABUGAN
NOTARY PUBLIC
UNTIL DEC. 31, 2018
IBP NO. 1050326-OCT. 21, 2016 RIZAL
ROLL NO. 26890
MCLE NO. V-0004484-10/31/2014
PTR NO. 3022286- 01/05/2017

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Handwritten initials