

**CONTRACT AGREEMENT FOR THE  
SUPPLY AND DELIVERY OF TEN (10) UNITS MOBILE  
LIGHTING TOWER WITH GENERATOR SETS**

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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 **MULTICO PRIME POWER, INC.** of Lot 11, Block 1B, Meridian Industrial Park, Bgy. Macablang, Sta Rosa, City of Laguna (hereinafter called the "**SUPPLIER**") of the other part:

WHEREAS the CIAC invited Bids for certain goods and ancillary services, viz., **SUPPLY AND DELIVERY OF TEN (10) UNITS MOBILE LIGHTING TOWER WITH GENERATOR SETS** and has accepted a Bid by the SUPPLIER for the supply of those goods in the sum of **FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND PESOS AND 00/100 (PHP4,750,000.00)** (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

Multico Prime Power, Inc.

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

  
**WARLEN M. DELA CRUZ**  
Senior Sales Engineer

Witnesses:

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**ACKNOWLEDGMENT**

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

MAKATI CITY

23 MAY 2017

BEFORE ME, a Notary Public for and in \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 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

**WARLEN M. DELA CRUZ**

Known to me and to me known to be the persons who executed the foregoing Contract for the **Supply and Delivery of Ten (10) units Mobile Lighting Tower with Generator Sets**. 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 23 MAY 2017 2017.

Doc. No. 17  
Page No. 4  
Book No. 567  
Series of 2017.

*[Signature]*  
 ROBERT M. RAMIREZ  
 NOTARY PUBLIC  
 UNTIL DEC. 31, 2017  
 APPT. NO. M-23 (2016-2017)  
 ISP NO. 1052369/11/22/16  
 TLL NO. 28947 MCLE-4 NO. 000624/6/19/12  
 PTR NO. MKT 5905552 1/3/17

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