

CONTRACT AGREEMENT FOR THE PROVISION OF PETROLEUM FOR CLARK INTERNATIONAL AIRPORT CORPORATION

THIS AGREEMENT, made this 1st day of January 2019 between **CLARK INTERNATIONAL AIRPORT CORPORATION** of Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines (hereinafter called the "**Entity**") 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 Entity invited Bids for certain goods and ancillary services consisting of: **PROVISION OF PETROLEUM FOR CLARK INTERNATIONAL AIRPORT CORPORATION** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **THREE MILLION TWO HUNDRED FOUR THOUSAND THREE HUNDRED SIXTY PESOS AND 00/100 (PHP3,204,360.00)** (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 Apply for Eligibility and 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 the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and 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

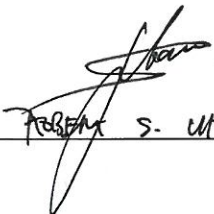

JAIME ALBERTO C. MELO
Officer-in-Charge/President and CEO

Petron Corporation


ARCHIE B. GUPALOR
Vice President-National Sales Division


MARBELSON L. JIZ
National Sales Manager-Cards Business Group

Witnesses:







ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in **QUEZON CITY** this **07 JAN 2019** day of _____ 2019 personally appeared the following:

Name	Valid Identification Number	Date & Place of Issuance
JAIME ALBERTO C. MELO	Passport Number EC6974636	March 7, 2016 DFA Manila
ARCHIE B. GUPALOR	Passport Number EC 1691663	July 21, 2019 DFA, NCR - East
MARBELSON L. JIZ	Passport Number EC 8364854	July 20, 2021 DFA Iloilo

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**. 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 **07 JAN 2019** day of _____ 2019.

Doc. No. 155;
Page No. 32;
Book No. VI;
Series of 2019.

ATTY. JOSE FLORO P. CRISOLOGO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
IBP LIFETIME NO. LRN 03683/ MAY 2004
PTR NO. 5670057C/1-3-19/1-3-20
MCLE COMPLIANCE NO. V-0019072 April 2019
ADM. MATR. NO. 00000000 (2018-2019)
REG. NO. 44-12
ADD: UNIT C1 and SBLDG. NO
104 KALAYAAN AVE. QUEZON CITY

