

# CONTRACT AGREEMENT FOR THE PROVISION OF A DEDICATED INTERNET LEASED LINE SERVICE (UNDER A THREE-YEAR TERM)

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of DEC 27 2024 20\_\_\_\_ between:

**CLARK INTERNATIONAL AIRPORT CORPORATION**, with principal office address at Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga, Philippines, herein represented by its President and Chief Executive Officer, **JOSEPH P. ALCAZAR**, duly authorized to enter into this Agreement (hereafter referred to as "Entity");

And

**CONVERGE INFORMATION AND COMMUNICATION TECHNOLOGY SOLUTIONS, INC.**, a corporation organized and registered with the Securities and Exchange Commission, and existing under the laws of the Republic of the Philippines, with principal office address at New Street Bldg., McArthur Highway, Brgy. Balibago, Angeles City, herein represented by **Mr. PATRICK PAUL A. GATCHALIAN**, duly authorized to enter into this Agreement (hereafter referred to as "Supplier")

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the **Provision of a Dedicated Internet Leased Line Service (Under a Three-Year Term)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Hundred Thirty-Three Thousand Three Hundred Eighty Three Pesos Only (Php 533,383.00) VAT-inclusive**.

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and



- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Five Hundred Thirty-Three Thousand Three Hundred Eighty Three Pesos Only (Php 533,383.00) VAT-inclusive** or such other sums as may be ascertained, **CONVERGE INFORMATION AND COMMUNICATION TECHNOLOGY SOLUTIONS, INC.** agrees to the **Provision of a Dedicated Internet Leased Line Service (Under a Three-Year Term)** from 01 January 2025 to 31 December 2025 in accordance with its Bid.

The contract price in its first year, and if extended into its second and/or third years, shall be fixed and shall not be adjusted during contract implementation, except for the following:

- Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding
  - Increase in taxes; and
  - If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards or janitorial attendants, the resulting cost of said increase or decrease, provided that the Approved Budget for the Contract for the relevant year is not exceeded.
4. The **CLARK INTERNATIONAL AIRPORT CORPORATION** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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, and delivered by:

Clark International Airport Corporation

Converge Information and Communications  
Technology Solutions, Inc.

**JOSEPH P. ALCAZAR**  
President and Chief Executive Officer

**PATRICK PAUL A. GATCHALIAN**  
Authorized Representative

Witnesses:

\_\_\_\_\_  
Allan L. Añonuevo



**ACKNOWLEDGMENT**

**Republic of the Philippines]**  
**PASIG CITY ] S.S.**

**BEFORE ME**, a Notary Public for and in PASIG CITY this DEC 27 2024 day of \_\_\_\_\_ personally appeared the following:

Name	Valid Identification Number	Date & Place of Issuance
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**JOSEPH P. ALCAZAR**  
in his capacity as  
President and Chief Executive Officer  
of Clark International Airport Corporation

and

**PATRICK PAUL A. GATCHALIAN**  
in his capacity as  
Authorized Representative  
Of Converge ICT Solutions, Inc.

known to me to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals herein represented.

This document, consisting of three (3) pages including this page where the acknowledgement is written, refers to the Contract Agreement signed by the parties and their instrumental witnesses on every page thereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

Doc. No. 115 ;  
Page No. 24 ;  
Book No. XVI ;  
Series of 2024 .

**ATTY. ANGELITO R. VILLARIN**  
Notary Public for Pasig City  
until December 31, 2025  
Unit 405 Jade Center Building  
105 Shaw Boulevard, Pasig City  
PTR No. 21046195 - January 02, 2024, Rizal  
IBP OR No. 384861 - January 02, 2024, Pasig City  
Roll No. 39624  
MCLE Compliance # VII-0017644; 05/11/22  
TIN No. 119-197-689-000