

**CONTRACT AGREEMENT FOR THE
SUPPLY AND DELIVERY OF SOLAR AVIATION LIGHTS
AT TAXIWAY F2 AND H1**

THIS AGREEMENT made this 12th day of September 2018 between **CLARK INTERNATIONAL AIRPORT CORPORATION** of Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines (hereinafter called "**CIAC**") of the one part and **EVERCON BUILDERS AND EQUIPMENT CORPORATION** of Unit 3A, No.644 Rajah Matanda St., Manila (hereinafter called the "**SUPPLIER**") of the other part:

WHEREAS, the CIAC invited Bids for certain goods and ancillary services, viz., **CONTRACT AGREEMENT FOR THE SUPPLY AND DELIVERY OF SOLAR AVIATION LIGHTS AT TAXIWAY F2 AND H1** and has accepted a Bid by the SUPPLIER for the supply of those goods in the sum of **FOUR MILLION NINE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED EIGHTY EIGHT PESOS AND 30/100 (PHP4,932,888.30)** (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

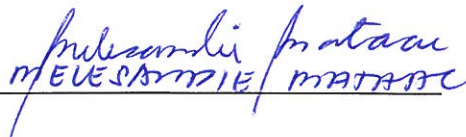

ALEXANDER S. CAUGUIRAN
OIC/Acting President and CEO

Evercon Builders and Equipment Corporation


MARIO ONG
President

Witnesses:


HARLENE  ONG


MELESANDIE MATARA

 *

ACKNOWLEDGMENT

Republic of the Philippines]
CITY OF MANILA] S.S.

OCT 18 2018

BEFORE ME, a Notary Public for and in CITY OF MANILA this _____ day of _____ 2018 personally appeared the following:

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


MARIO ONG

Known to me and to me known to be the persons who executed the foregoing Contract for the **Supply and Installation of Solar Aviation Lights at Taxiway F2 and H1**. 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 OCT 18 2018 2018.

Doc. No. 608;
Page No. 122;
Book No. 55;
Series of 2018.


ATTY. HEROD D. SENATO
 Notary Public Until Dec. 31, 2019
 Notarial Commission 2018-011 Mla.
 IBP# 012432 Expire 7-27-17 until 2019
 PTR# Mla 6993098 - 1-4-2018
 Roll# 12088, TIN# 132-436-687
 MCLE Compl. No. V-0005232 until 4-14-19

M

for *X*