

CONTRACT FOR THE MARINDUQUE AIRPORT DEVELOPMENT PROJECT
(Improvement of Existing Perimeter Fence)

THIS AGREEMENT, made this _____ day of _____, 2014 between the Government of the Republic of the Philippines, thru the Department of Transportation and Communications (DOTC), represented by Assistant Secretary for Project Monitoring and Evaluation LINO H. DABI, with office address at The Columbia Tower, Ortigas Avenue, Mandaluyong City (hereinafter called the "Entity") and Blue Eagle Construction Co. represented by Mr. GLENN G. MAYO, its Authorized Representative/Manager, with office address at Regalia St., Bagong Silang, Sta. Cruz, Marinduque (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the Improvement of Existing Perimeter Fence for the Marinduque Airport Development Project (hereinafter called "the Works") and the Entity has accepted the Bid for Six Million Sixty One Thousand Four Hundred Forty Pesos and Twenty Four Centavos (₱ 6,061,440.24) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder's conforme thereto;
 - (m) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

Glenn G. Mayo

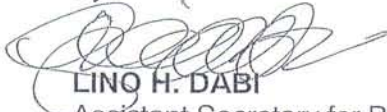
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**DEPARTMENT OF
TRANSPORTATION AND
COMMUNICATIONS**

BLUE EAGLE CONSTRUCTION

By:



LINQ H. DABI
Assistant Secretary for Project
Monitoring and Evaluation

By:



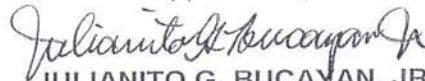
GLENN G. MAYO
Authorized Representative/Manager

Signed in the Presence of:



MA. CIELO D. EULIN
Director III
Project Management Service

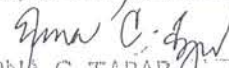
Approved by:



JULIANITO G. BUCAYAN, JR.
Undersecretary for Project Implementation

47 (60) 14.10. 00405
40700/00/18014 (210)
1060402099-00000
124 002000 (11101)

FUNDS AVAILABLE 76,061,440.26




EDNA C. TAPAR
Chief, Accounting Division
8/17/14

ACKNOWLEDGMENT

Republic of the Philippines)
City of MANILA) Ss.

NOV 18 2014

Before me, a Notary Public for and in the above name locality, this _____ day of _____ personally appeared:


LINO H. DABI
Govt. issued ID 3160
Issued on unrelated
Issued at DOTC

GLENN G. MAYO
Govt. issued ID _____
Issued on _____
Issued at _____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me the same as their free and voluntary act and deed and the entity they represent.

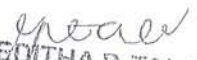
This Contract consisting of three (3) pages including this page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof.

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

M

NOTARY PUBLIC

Doc. No. 403 ;
Page No. 8 ;
Book No. 92 ;
Series of 2014.


PTY. EDITHA P. TALABOC
Notary Public in the City of Manila
Until December 31, 2015
PTR No. 2572880 / Jan. 14, 2014
IBP No. 992585 / Roll No. 43135
5th Floor Grand Renaissance Bldg.,
1415 M. Adriatico St., Malate Manila
MCLE No. IV-0019205/Legis Forum

sw

