

## AIRPORT TO NEW CLARK CITY (NCC) ACCESS ROAD PHASE 3

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)** located at the BCDA Corporate Center 2/F Bonifacio Technology Center 31<sup>st</sup> St. corner 2<sup>nd</sup> Ave. Bonifacio Global City, Taguig City (hereinafter called the "Entity") and **MAC BUILDERS** located at Barangay Linao, Ormoc City, Leyte (hereinafter called the "Contractor").

WHEREAS, the **BCDA** is desirous that the Contractor execute the **CONSTRUCTION OF AIRPORT TO NEW CLARK CITY (NCC) ACCESS ROAD PHASE 3** (hereinafter called "the Works") and the **BCDA** has accepted the Bid for **PESOS: One Billion Eight Hundred Sixty-Five Million Six Hundred Fifty-Nine Thousand One Hundred One & 91/100 (Php 1,865,659,101.91)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

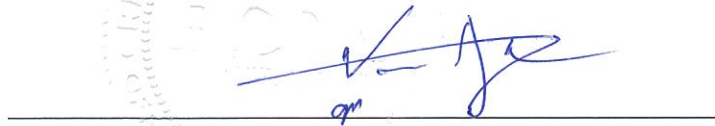
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation 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, 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - (l) 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 **BCDA** to the **MAC BUILDERS** as hereinafter mentioned, the **MAC BUILDERS** hereby covenants with the **BCDA** to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The **BCDA** hereby covenants to pay the **MAC BUILDERS** 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.

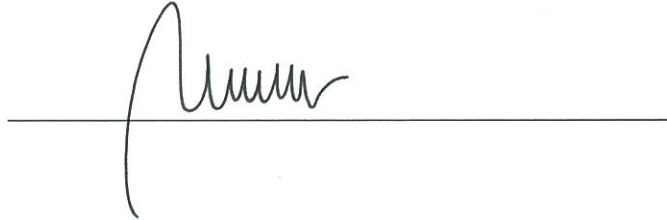
Signed, sealed, delivered by **VIVENCIO B. DIZON**, the President and Chief Executive Officer of **BASES CONVERSION AND DEVELOPMENT AUTHORITY**

Signed, sealed, delivered by **MANUEL A. CHUA** the Authorized Managing Officer of **MAC BUILDERS**

Binding Signature of **BCDA**



Binding Signature of **MAC BUILDERS**



**BCDA**  
Batasang Central Luzon  
Development Authority

Clark Green City - Engineering  
  
ZE2020-0032

