



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL

Office of the Regional Director

CONTRACT

THIS CONTRACT made and entered into this JUN 03 2021 day of _____ by and between:

DEPARTMENT OF EDUCATION REGION IV-A is a government entity created by law. Its office is located at Gate 2, Karangalan Drive, Cainta, Rizal, Philippines and herein represented herein by its **Regional Director, FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **PROCURING ENTITY**;

-and-

HAWKSTOW CONSTRUCTION AND DEVELOPMENT, an entity duly organized and existing under the Philippine laws, represented herein by its attorney-in-fact, **GERSON C. MATULIN**, with postal address at Sitio Bagumbayan, Quisao, Pililla, Rizal, herein after referred to as the **CONTRACTOR**.

WHEREAS, the **Procuring Entity** invited bids for certain goods and ancillary services for **Conservation and Restoration of Gabaldon Building**. The invitation was posted at Philgeps on March 10, 2021 to March 30, 2021.

WHEREAS, on April 5, 2021, the following submitted their respective bids: 1) Marakesh Enterprises, 2) Open Builders Incorporated, and 3) Hawkstow Construction and Development.

WHEREAS, after the bid opening of bids, only Hawkstow Construction and Development was able to pass the eligibility requirement and the total bid amounted to **Sixteen Million Three Hundred Forty Two Thousand One Hundred Fifty Eight and 44/100 (Php16,342,158.44)** and after the post qualification, Hawkstow Construction and Development was found to be technically and financially qualified to undertake the project;

WHEREAS, on April 7, 2021, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to Hawkstow Construction and Development;



"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: depedcalabarzon.ph

Document Inquiry : <https://r4a-teadoc.com/inquire>

Facebook: DepEd R-4A Calabarzon

WHEREAS, the Entity is desirous that the Contractor execute **Conservation and Restoration of Gabaldon Buildings** (hereinafter called "the Works") and the Entity has accepted the Bid for **Sixteen Million Three Hundred Forty Two Thousand One Hundred Fifty Eight and 44/100 (Php16,342,158.44)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1 **Use of words**

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.

SECTION 2 **Documents deemed part**

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.

SECTION 3
Supplement to the Contractor's Obligation

In addition to the contractor's obligations mentioned and stated in Item 6 of the General Conditions of Contract, the contractor shall also:

- a. Comply to the lawful order of the procuring entity or his representative especially when the contractor is made to answer in writing his failure to accomplish work in accordance to the plans, specifications, construction schedule and S curve;
- b. Submit quarterly report of accomplishment when required by the Procuring Entity as part of its monitoring and evaluation;
- c. Secure government permits, licenses or approvals which are required for the works before commencing the project; and
- d. In consideration of the payments to be made by the Procuring Entity to the Contractor, the Contractor hereby undertake to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

SECTION 4
Obligations of the procuring entity

The Procuring Entity hereby undertake to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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.

SECTION 5
**Monitoring and validation of the work
progress/accomplishment**

The Procuring Entity or his representative shall monitor the progress of the project. In every 35th day from the commencement of the project or from the last monitoring, the Procuring Entity or his representative shall visit the site to monitor and validate if the accomplishment of the work is

in accordance to the plans, specifications, construction schedule and S curve.


In case the work accomplishment varies with the construction schedule to an unjustifiable extent, the Procuring Entity or his representative shall make the Contractor explain in writing. Also, the Procuring Entity may opt to avail of legal remedies available in the General Conditions of Contract and applicable laws, rules and regulations to make it sure that the project is accomplished on time without unjustifiable delay.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws on the day and year first above written.


**DEPARTMENT OF EDUCATION
REGION IV-A CALABARZON**

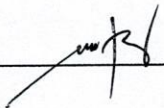

FRANCIS CESAR B. BRINGAS
Regional Director

**HAWKSTOW CONSTRUCTION
AND DEVELOPMENT**


GERSON C. MATULIN
Attorney-in-Fact

SIGNED IN THE PRESENCE OF:





Republic of the Philippines
QUEZON CITY, BIN S.S.

ACKNOWLEDGEMENT

JUN 03 2021

BEFORE ME, this _____, personally appeared the parties:

Name

ID

Date and place of
issue

FRANCIS CESAR B. BRINGAS

GERSON C. MATULIN

PRC ID No. 0127428


05-2-2013 -PRC MANILA

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

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

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Book No. 71
Series of 2021


Atty. ROSALINDA A. MONTENEGRO
Notary Public
Until December 31, 2021
PTR No. 9256004 - 1/04/2021 - Q.C.
IRP No. AR40098326 - 1/04/2021
Roll No. 68465
MCLE Compliance No. VI-Q05347
Unit 312 Acfe Bldg., 137 Malakas St
Brgy. Central, Quezon City