



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



Office of the Regional Director

CONTRACT

SEP 03 2021

THIS CONTRACT made and entered into this ____ 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, **ARNULFO P. TUBIANOSA**, with postal address at Blk 5 Lot 14 Hills Subd., Sta. Cruz, Antipolo City, herein after referred to as the **CONTRACTOR**.

WHEREAS, the **Procuring Entity** has advertised its procurement activity for the **COMPLETION WORKS OF 3 STOREY MULTI-PURPOSE BUILDING (NEAP BUILDING)** in the Philgeps website, office website, and in conspicuous bulletin board of the Office.

WHEREAS, the Approved Budget for the Contract (ABC) is Five Million Four Hundred Eighty Thousand Ninety Five Pesos and 23/100 (Php5,480,095.23);

WHEREAS, two (2) prospective bidders have submitted their sealed bids at the Regional Office. During the Bid Opening, **Hawkstow Construction and Development** and **Open Builders Incorporated** submitted and presented their respective Bidding Documents for bid evaluation by the Bids and Awards Committee (BAC);

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the two (2) prospective bidders were initially rated as "Passed" or "Complying";



"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, per abstract of Bids, the bidder who has the Lowest Calculated Bid (LCB) is Hawkstow Construction and Development with a total bid of **FIVE MILLION FOUR HUNDRED FIFTY FIVE THOUSAND PESOS (Php5,455,000.00)** to wit:

| Name of Bidder | Bid Amount | Rank |
|---------------------------------------|-----------------|------|
| Open Builders Incorporated | Php5,473,273.56 | 2 |
| Hawkstow Construction and Development | Php5,455,000.00 | 1 |

WHEREAS, upon Post-Qualification and careful examination, validation and verification of all eligibility, legal, technical and financial requirements submitted by Hawkstow Construction and Development with LCB, the bid of Hawkstow Construction and Development has been found to be responsive;

WHEREAS, on August 12, 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 for the Completion of Works for 3 Storey Multi-Purpose Building (NEAP Building);

WHEREAS, the Entity is desirous that the Contractor executes the **Completion Works of 3 Storey Multi-Purpose Building (NEAP BUILDING)** (hereinafter called "the Works") and the Entity has accepted the Bid for **Five Million Four Hundred Fifty Five Thousand Pesos (PhP5,455,000.00)** 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 Contract, to wit:

- Handwritten signature: *[Signature]*
- (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.
- Handwritten signature: *[Signature]*

SECTION 3
Supplement to the Contractor's Obligation

In addition to the Contractor's Obligations mentioned and stated in Item 4 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 an accomplishment report 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.
- Blue rectangular mark at the bottom left.

SECTION 4

Obligations of the Procuring Entity

Handwritten initials: *RL*

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

Handwritten signature: *Ches*

The Procuring Entity or his representative shall monitor the progress of the project. In every 15th 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.

SECTION 6

Capacity and Authorization

Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

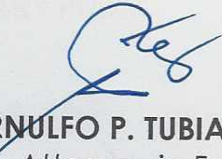
Blue rectangular mark at the bottom left.

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

HAWKSTOW CONSTRUCTION
AND DEVELOPMENT


FRANCIS CESAR B. BRINGAS
Regional Director


ARNULFO P. TUBIANOSA
Attorney-in-Fact

SIGNED IN THE PRESENCE OF:

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGEMENT

BEFORE ME, this SEP 03 2021, personally appeared the parties:

| Name | Identification No. | Expiration Date |
|---------------------------------|--|-------------------|
| <u>Francis Cesar B. Bringas</u> | <u>Non-Professional Driver's License No. A08-89-001189</u> | 2023/10/02 |
| <u>Arnulfo P. Tubianosa</u> | <u>PROFESSIONAL DRIVER'S LICENCE No. E05-85-000853</u> | <u>2024/02/08</u> |

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.

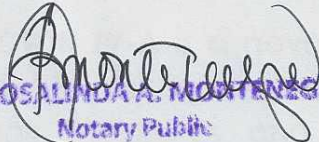
The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

SEP 03 2021

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

NOTARY PUBLIC

Doc. No. 1
 Page No. 1
 Book No. 81
 Series of 2021


Atty. ROSALINDA A. MONTENEGRO
 Notary Public
 Until December 31, 2023
 PTR No. 929630 1/04/2021 - Q4
 IBP No. AR46968326 1/04/2021
 Roll No. 68463
 MCLE Compliance No. VI-00534
 Unit 312 Acre Bldg., 137 Malakas St.
 Brgy. Central, Quezon City