

#### 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 \_\_\_\_\_ 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 PROPOSED RENOVATION OF DEPED REGION IV-A CANTEEN (UNDER NEAP MANAGEMENT) in the PhilGEPS website, office website, and in conspicuous bulletin board of the Office.

**WHEREAS**, the Approved Budget for the Contract (ABC) is Five Hundred Thirty Seven Thousand Five Hundred Eighty One Pesos and 74/100 (Php537,581.74);

**WHEREAS**, only one (1) bidder submitted its sealed bid at the Regional Office.

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the lone bidder, Hawkstow Construction and Development was eligible for being compliant with the required documents. Thus, Hawkstow Construction and Development was rated as "Passes";

"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 lone bidder, Hawkstow Construction and Development has the Single Calculated Bid with a total amount of **FIVE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED PESOS (Php537,500.00)**;

**WHEREAS**, upon Post-Qualification and careful examination, validation and verification of all eligibility, legal, technical and financial requirements submitted by Hawkstow Construction and Development being the Single Calculated Bidder 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 Proposed Renovation of DepEd Region IV-A Canteen (under NEAP Management) (hereinafter called "the Works") and the Entity has accepted the Bid for Five Hundred Thirty Seven Thousand Five Hundred Pesos (PhP537,500.00) 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:

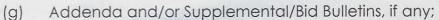
- (a) General and Special Conditions of Contract;
- (b) Drawings/Plans;
- (c) Specifications;
- (d) Invitation to Bid;
- (e) Instructions to Bidders:
- (f) Bid Data Sheet;

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- (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;
- (i) Performance Security;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;
- (I) 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 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.

## 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



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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 10th 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 Entitly 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.

**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.

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DEPARTMENT OF EDUCATION REGION IV-A CALABARZON

FRANCIS CESAR B. BRINGAS
Regional Director

HAWKSTOW CONSTRUCTION
AND DEVELOPMENT

ARNULFO P. TUBIANOSA

Attorney-in-Fact

SIGNED IN THE PRESENCE OF:

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Republic of the Philippines S.S.

#### ACKNOWLEDGMENT

BEFORE ME, THIS SEP 0 3 2021, personally appeared the parties:

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

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 (exclusively 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.

NOTARY PUBLIC

Doc. No.

Page No.

Book No.

Series of 2021

Until December 31, 2021 PTR No. 929638 1/04/2021 - Q.C

IBP No. AR40998326 1/04/2021

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Brgy. Central, Quezon City