

Republic of the Philippines Department of Education

REGION IV-A CALABARZON GATE 2. KARANGALAN VIII AGI

1900 CAINTA, RIZAL

Office of the Regional Director

CONTRACT

0 3 2021

THIS CONTRACT made and entered into this 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 VARIOUS IMPROVEMENT AND REPAIR AT DEPED REGION IV-A in the Philaeps website, office website, and in conspicuous bulletin board of the Office.

WHEREAS, the Approved Budget for the Contract (ABC) is Four Million Three Hundred Six Thousand Three Hundred Fouty-Four Pesos and 19/100 (Php4,306,344.19);

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";



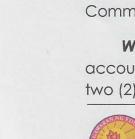
"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

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 FOUR MILLION TWO HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED PESOS (Php4,281,100.00) to wit:

Name of Bidder	Bid Amount	Rank 2
Open Builders Incorporated	Php4,296,815.91	
Hawkstow Construction and Development	Php4,281,100.00	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 Proposed Various Immprovement and Repair at DepEd Region IV-A (hereinafter called "the Works") and the Entity has accepted the Bid for Four Million Two Hundred Eighty-One Thousand and One Hundred Pesos (PhP4,281,100.00) 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;
- (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;
- (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;
- 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.

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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 30th 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.

DEPARTMENT OF EDUCATION REGION IV-A CALABARZON

HAWKSTOW CONSTRUCTION AND DEVELOPMENT

Regional Director

Attorney-in-Fact

SIGNED IN THE PRESENCE OF:

Republic of the Philippines

ACKNOWLEDGEMENT

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

Name	Identification No.	Expration Date
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 \underline{six} (<u>6</u>) 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.

NOTARY PUBLIC

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Until December 31, 2023 PTR No. 929638 1/04/2021 – Q.C.

tBP No. AR40998326 1/04/2021 Roll No. 68465

MCLE Compliance No VI-00534

Unit 312 Acre Bidg., 137 Maiakas St. Brgy. Central, Quezon (18)

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