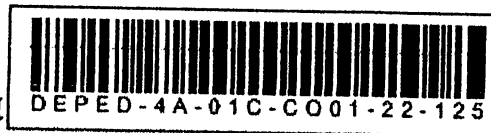


for posting



Republic of the Philippines  
Department of Education  
REGION IV-A CALABARZON



Office of the Regional Director

**CONTRACT**

**THIS CONTRACT** made and entered into this 03 day of MAY 2022 by and between:

QUEZON CITY, PHILIPPINES

MAY 03 2022

**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 Proprietress, **EDNA P. TUBIANOSA**, with postal address at Blk 5 Lot 14 Emerald Hills Subd., Sumulong Highway, Brgy. Sta. Cruz, Antipolo City, hereinafter referred to as the **CONTRACTOR**.

**WHEREAS**, the **Procuring Entity** has undertaken **EMERGENCY PROCUREMENT** for the **REFURBISHMENT OF THE EXISTING 600A, 230VAC, MANUAL TRANSFER SWITCH (MTS) AND REPLACEMENT OF MAIN POWER BREAKER**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **TWO HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED EIGHTY TWO PESOS AND 37/100 (Php265,182.37)**;

**WHEREAS**, on April 26, 2022, this Office has a power outage/interruption caused by the deteriorated main circuit breaker mechanical switch and defective manual transfer switch fuse;

**WHEREAS**, on April 27, 2022, this Office immediately request for the procurement of Main Circuit breaker (1200AT, 1600AF, 230V, 3PHASE, 60HZ MCCB in NEMA 3R Enclosure with Ground Terminal Lugs) in order to enable this Office to continue its operations;

**WHEREAS**, Section 53 and 53.2, Rule XVI of the 2016 Revised Implementing Rules and Regulations of RA 9184 provides that:

**"Sections 53. Negotiated Procurement**

Negotiated Procurement is a method of procurement of Goods, Infrastructure Project and Consulting Services, whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant in any of the following:

-xxx-

Edna Tubianosa



Address: Gate 2, Karangalan Village, Cainta, Rizal  
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487  
Email Address: region4a@deped.gov.ph  
Website: depedcalabarzon.ph

**53.2 Emergency Cases,** In case of imminent danger to life or property during a state of calamity, or when time is of the essence arising from natural or man-made calamities or other causes where immediate action is necessary to prevent damage to or loss of life or property, or to restore vital public service, infrastructure facilities and other public utilities.

The instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.

In the case of Infrastructure Projects, the Procuring Entity has the option to undertake the project through negotiated procurement or by administration or, in high security risk areas, through the AFP.”

**WHEREAS,** the Bids and Awards Committee (BAC) sent Request for Quotation (RFQ) for the project through Negotiated Procurement under Emergency Cases;

**WHEREAS,** in response to the said RFQ, **HAWKSTOW CONSTRUCTION AND DEVELOPMENT** submitted its proposal in the amount of **TWO HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED EIGHTY TWO PESOS AND 37/100 (PHP265,182.37)**;

**WHEREAS,** after review and deliberation on the proposal, HAWKSTOW CONSTRUCTION AND DEVELOPMENT complied with the requirements and has been found to be responsive;

**WHEREAS,** on May 2, 2022, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award of the project to Hawkstow Construction and Development for the amount of **TWO HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED EIGHTY TWO PESOS AND 37/100 (PHP265,182.37)**;

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

### **SECTION 1** **Obligations of the Contractor**

- a. Refurbishment of the existing 600A, 230V Fuse Manual Transfer Switch to Copper Bus Bar;
- b. Fabrication of 1 set ECB NEMA-3R indoor Type G#16 wall mounted 1200A 3P MCCB complete with Terminal Lugs 3x500mm per pole with grounding terminal (H=1.37m, W=0.70m, D=.30M)
- c. 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, and construction schedule;
- d. Secure government permits, licenses or approvals which are required for the works before commencing the project; and
- e. In consideration of the payments to be made by the Procuring Entity to the Contractor, the Contractor hereby

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undertake to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

**SECTION 2  
Obligations of the Procuring Entity**

The Procuring Entity hereby undertake to pay the Contractor the amount of TWO HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED EIGHTY TWO PESOS AND 37/100 (PHP265,182.37) in consideration of the execution and completion of the project and the remedying of defects therein.

**SECTION 3  
Supervision and Control**

The Contractor shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the Procuring Entity on the matter.

**SECTION 4  
Liability to Personnel and Third Parties**

The Contractor is NOT an agent or employee of the Procuring Entity and the personnel to be assigned by the Contractor to the Procuring Entity are in no sense employees of the latter as they are for all intents and purposes employees of the Contractor.

Accordingly, the Procuring Entity shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

**SECTION 5  
Termination of Contract**

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

**SECTION 6  
Venue of Action**

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

**SECTION 7  
Warranty**

The Contractor hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

W. E. P. T. U. B. L. C. M. R. S. A.

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

  
EDNA P. TUBIANOSA  
Proprietress

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_ 

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

ACKNOWLEDGEMENT

MAY 03 2022 QUEZON CITY, MM  
BEFORE ME, this \_\_\_\_\_, 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>	<u>2023/10/02</u>
<u>Edna P. Tubianos</u>	<u>Non-Professional Driver's License No. N25-14-008277</u>	<u>2024/06/05</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 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.

MAY 03 2022 QUEZON CITY, MM  
WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 240  
Page No. 48  
Book No. 103  
Series of 2022

  
ATTY. ROSALINDA ADRIANO-MONTENEGRO  
Notary Public  
My Commission expires on Dec. 31, 2023  
PTR nO. 2443144 - 01/03/2022 - Q.C.  
IBPOR No. 195704 - 01/04/2022 - Q.C.  
ROLL No. 68465  
MCLE Compliance No. VI-005347 - 14 April 2022  
Unit 312 Bldg. 137 Malakas St.,  
Brgy. Central, Quezon City