



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

**CONTRACT OF REPAIR, IMPROVEMENT
AND MAINTENANCE OF OFFICE BUILDINGS**

KNOW ALL MEN BY THESE PRESENTS:

FEB 10 2023

This contract is entered is entered into this__ day of _____, by and between :

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement 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, **ALDRIN M. RELOX**, with postal address at Block 5 Lot 14 Emerald Hills Subd., Barangay. Sta. Cruz, Antipolo City, herein after referred to as the **CONTRACTOR**.

WHEREAS, on November 11, 2022, the **Procuring Entity** has advertised its procurement activity for the **REPAIR, IMPROVEMENT, AND MAINTENANCE OF OFFICE BUILDINGS IN DEPED REGIONAL OFFICE IV-A LOT I**.

WHEREAS, the Approved Budget for the Contract (ABC) is **SIX MILLION ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED TWENTY-NINE AND 92/100 PESOS ONLY (Php6,136,629.92)**;

WHEREAS, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPs), on November 11, 2022, office website and conspicuous bulletin board in the premises of this Office starting on November 11, 2022 to December 5, 2022;

WHEREAS, two (2) prospective bidders have submitted their sealed bids at the Regional Office;

WHEREAS, on December 5, 2022, the BAC conducted the Public Bidding and as per result of the evaluation of the Legal and Financial Components of their Technical Proposal, two bidders were found eligible to participate in the public bidding;

WHEREAS, the bids from the eligible bidders passed the preliminary examination of the Technical and Financial Proposals based on the presence of the submitted



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Legal-CO01-2023-24



documents as against the checklist of required documents and consequently, the BAC read and recorded their bids as follows:

NAME OF BIDDER	Bid Amount
RHR Construction	Php5,479,978.10
Hawkstow Construction and Development	Php6,077,000.00

WHEREAS, on January 11, 2023, a post-qualification was conducted by Ms. Ann Geralyn T. Pelias, Chief, ASD, BAC Vice-Chairperson, Jamaica Rose G. Rolloque, Engineer III, End-user representative and Gian Carlo Ventura, Administrative Officer IV, BAC TWG to RHR Construction;

WHEREAS, a report was submitted to the BAC, the BAC issued Resolution No. BR01-11, series of 2023 declaring the post-disqualification of RHR Construction and recommending the post-qualification of Hawkstow Construction and Development;

WHEREAS, on January 16, 2023, Ms. Cherrylou D. Repia, Assistant Regional Director and BAC Chairperson issued a Notice of Post-Disqualification to RHR Construction;

WHEREAS, no motion for reconsideration to the Notice of Post-Disqualification was filed by RHR Construction;

WHEREAS, on January 23, 2023, a post-qualification was conducted on Hawkstow Construction and Development being the second lowest bidder;

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 Lowest Calculated Bidder has been found to be responsive;

WHEREAS, on January 27, 2023, 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 Repair, Improvement, and Maintenance of Office Buildings in DepEd Regional Office IV-A Lot I;

WHEREAS, the Procuring Entity is desirous that the Contractor executes the **REPAIR, IMPROVEMENT, AND MAINTENANCE OF OFFICE BUILDING IN DEPED REGIONAL OFFICE IV-A LOT I** (hereinafter called "the Works") and the Entity has accepted the Bid for **Six Million Seventy-Seven Thousand Pesos Only (Php6,077,000.00)** 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:

- (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 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 amount of **SIX MILLION SEVENTY-SEVEN THOUSAND PESOS ONLY (Php6,077,000.00)**. In case of partial performance, the Procuring Entity shall pay the contractor in proportion to the accomplishment.

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 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.

SECTION 7
Term of Contract

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

SECTION 8
Venue of Actions

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

SECTION 9
Attestation

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

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of FEB 10 2023 at QUEZON CITY, Philippines.

Department of Education
Region IV-A CALABARZON



ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

Hawkstow Construction
and Development



ALDRIN M. RELOX
Attorney-in-Fact

SIGNED IN THE PRESENCE OF:

MICHAEL GIRARD R. ALBA
Chief, ESSD

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this FEB 10 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Aldrin M. Relox</u>	_____	_____


who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Notary Public

Doc. No. 373
Page No. 75
Book No. 127
Series of 2023.


ATTY. ROSALINDA ADRIANO MONTENEGRO
NOTARY PUBLIC
My Commission expires on Dec. 31, 2023
Adm. Matter No. NP-113(2022-2023)
PTR No. 4028249-01/03/2023-QC
IBP OR NO. 263982-01/03/2023 Q.C
ROLL No. 68465
MCLE Compliance No. VII-0021672-14 April-2023
Unit 312 Bldg. 137 Malakas St.
Dggy. Central Quezon City

