



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



**CONTRACT OF REPAIR, REHABILITATION, AND
MAINTENANCE OF NATIONAL EDUCATORS
ACADEMY OF THE PHILIPPINES FACILITY**

KNOW ALL MEN BY THESE PRESENTS:

OCT 1 1 2024

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 authorized representative, **LORIE ANN A. SODUSTA**, with office address at Block 5 Lot 14 Emerald Hills Subd. Sumulong Highway, Barangay. Sta. Cruz, Antipolo City, herein after referred to as the **CONTRACTOR**.

WHEREAS, on August 7, 2024, the **Procuring Entity** has advertised its procurement activity for the **REPAIR, REHABILITATION, AND MAINTENANCE OF NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP) FACILITY (REGIONIV-A CALABARZON) (ROIVA-2024-06)**.

WHEREAS, the Approved Budget for the Contract (ABC) is **TWENTY MILLION NINE HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED FORTY-TWO and 81/100 PESOS ONLY (PhP20,966,342.81)**;

WHEREAS, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on August 7, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on August 7, 2024 to August 30, 2024;

WHEREAS, the pre-procurement was conducted on August 1, 2024, 9:00 a.m. at the Regional Director's Conference Room, DepEd Region 4A;

WHEREAS, the pre-bid conference was conducted on August 16, 2024, 10:00 a.m. at the Bulwagan ng Karangalan, DepEd Region 4A CALABARZON;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

WHEREAS, in response to the Invitation to Bid for the above mentioned procurement, the BAC received two (2) sealed bids, offering the following financial bids, as read:

NAME OF BIDDER	Bid Amount	REMARKS
NMDC Construction Corporation	Php19,446,426.72	Non-Complying
Hawkstow Construction and Development	Php20,757,000.00	Complying

WHEREAS, the bid opening was conducted on August 30, 2024 at 9:00 a.m. at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON;

WHEREAS, the bid evaluation was conducted on September 2, 2024 at 9:00 a.m. at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON;

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the bid of **NMDC CONSTRUCTION CORPORATION** is non-responsive and/or non-compliant for failure to submit the prescribed Omnibus Sworn Statement template as provided in the Bidding Documents; with the omission of paragraphs 3 and 10 of the template;

WHEREAS, as per NPM No. 121-2014 of the Government Procurement Policy Board (GPPB) dated November 12, 2024 provides that "failure of the bidder to comply with the prescribed Omnibus Sworn Statement template despite this being included in the Philippine Bidding Document is a cause for the bidder's ineligibility or disqualification;

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the bid of **HAWKSTOW CONSTRUCTION AND DEVELOPMENT** complied with the specifications issued by this Office;

WHEREAS, per abstract of Bids, **HAWKSTOW CONSTRUCTION AND DEVELOPMENT** has the Single Calculated Bid with a total amount of **TWENTY MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND PESOS ONLY (PhP20,757,000.00)**;

WHEREAS, on September 13, 2024, a post-qualification was conducted by Ann Geralyn T. Pelias, Chief, ASD, BAC Vice-Chairperson, Jamaica Rose G. Rolloque, Engineer III, BAC TWG and Gian Carlo Ventura, Administrative Officer IV, BAC TWG to Hawkstow Construction And Development being the single calculated;

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

WHEREAS, on September 25, 2024, 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, Rehabilitation and Maintenance of National Educators Academy of the Philippines (NEAP) Facility (Region IV-A CALABARZON) (ROIVA-2024-06);

WHEREAS, the Procuring Entity is desirous that the Contractor executes the **REPAIR, REHABILITATION, AND MAINTENANCE OF NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP) FACILITY (REGIONIV-A CALABARZON) (ROIVA-2024-06)** (hereinafter called "the Works") and has accepted the Bid for **TWENTY MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND PESOS ONLY**

(PhP20,757,000.00) 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 Glossary of Terms, Abbreviations and Acronyms of the Philippine Bidding Documents for the project.

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 including the Detailed Price Analysis;
- (d) Invitation to Bid;
- (e) Instructions to Bidders;
- (f) Bid Data Sheet;
- (g) Bill of Quantities;
- (h) Addenda and/or Supplemental/Bid Bulletins, if any;
- (i) 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;
- (j) Eligibility requirements, documents and/or statements;
- (k) Performance Security;
- (l) Notice of Award of Contract and the Bidder's conforme thereto;
- (m) Other contract documents that will be required by the Procuring Entity such as but not limited to Program of Works, S Curve, Project Evaluation and Review Technique (PERT) – Critical Path Method (CPM).

SECTION 3
Supplement to the Contractor's Obligation

In addition to the Contractor's Obligations mentioned and stated in the General Conditions of Contract, the contractor shall also:

- a. Comply with 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, S curve and Project Evaluation and Review Technique (PERT) – Critical Path Method (CPM);
- b. Submit an accomplishment report when required by the Procuring Entity as part of its monitoring and evaluation;

- c. Secure building permit within 30 days from the receipt of the notice to proceed and to submit the same to the Procuring Entity or its duly authorized representative;
- d. Secure occupancy permit at least 30 days prior to the turn-over of the project and to submit the same to the Procuring Entity or its duly authorized representative. Both in Items (c) and (d), the Contractor understands that its failure to submit the same may be a ground for the Procuring Entity to withhold the full amount of the contract price;
- e. Aside from the submission of the program of works within five days from receipt of the Notice to Proceed, the Contractor shall also submit construction schedule, S curve and Project Evaluation and Review Technique (PERT) – Critical Path Method (CPM) within the same period to the Procuring Entity. No actual construction shall begin without the same having been submitted to the Procuring Entity; and
- f. In consideration of the payments to be made by the Procuring Entity to the Contractor, the Contractor hereby undertake to execute and complete the project within 135 calendar days and remedy any defects therein in conformity with the provisions of this Contract.

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 project and the remedying of defects therein, the amount of **TWENTY MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND PESOS ONLY (PhP20,757,000.000)** provided that any delay shall be subject to liquidating damages.

In case of partial performance, the Procuring Entity shall pay the contractor in proportion to the accomplishment made.

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, S curve and Project Evaluation and Review Technique (PERT) – Critical Path Method (CPM).

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 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 between the parties.

**SECTION 7
Term of Contract**

Any party may terminate this Contract based on the grounds provided and after compliance with existing law, rules and regulations.

**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 WITNESS WHEREOF, the parties have hereunto set their hands, this day of OCT 11 2024 at QUEZON CITY, PHILIPPINES.

**Department of Education
Region IV-A CALABARZON**


**Hawkstow Construction
and Development**



ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

LORIE ANN A. SODUSTA
Authorized Representative

SIGNED IN THE PRESENCE OF:


JISELA N. ULPINA
Education Program Supervisor
OIC-Chief, HRDD/NEAP R

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, MW, this OCT 11 2024, personally appeared:

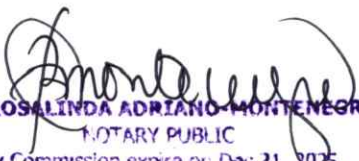
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	NATIONAL I.D	Issued :
<u>Lorie Ann A. Sodusta</u>	2387-0175-9268-3605	September 24, 2021

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.

Doc. No. 10;
Page No. 2;
Book No. 175
Series of 2024.


ATTY. ROSALINDA ADRIANO MONTENEGRO
 NOTARY PUBLIC
 My Commission expire on: Dec. 31, 2025
 Admin. Matter No. NP-067(2024-2025)
 PTF No. 555358 01/03/2024-Q.C.
 IBP OR No. 397268 01/05/2024-Q.C.
 ROLL No. 68465
 MCLE Compliance No. VII-0021572 Valid until April 14, 2025
 Unit 312 Acre Bidg. 137 Malakas St.,
 Brgy. Central, Quezon City