


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City

PROJECT : CONSTRUCTION OF 2-STOREY BUILDING FOR THE MOTORPOOL SECTION

REFERENCE : DAR BAC Resolution No. 54 series of 2019

CONTRACT AGREEMENT

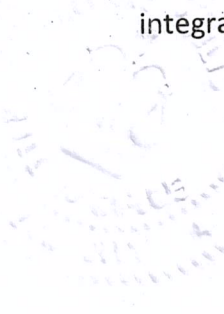
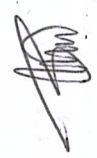


THIS AGREEMENT made this ____ day of December 2019 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **Hawkstow Construction and Development**, of Lot 14, Blk. 5, Emerald Hills Subdivision, Sumulong Hi-way, Antipolo City, (hereinafter called "the Contractor") of the other part:

WHEREAS, the Procuring Entity is desirous that the Contractor execute the works called for under PBD-19-13, Construction of a 2-storey building for the motorpool section (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for **Philippine Pesos Six Million Four Hundred Forty Thousand Four Hundred nine and 02/100 (Php6,440,409.02)**, inclusive of all applicable taxes, by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

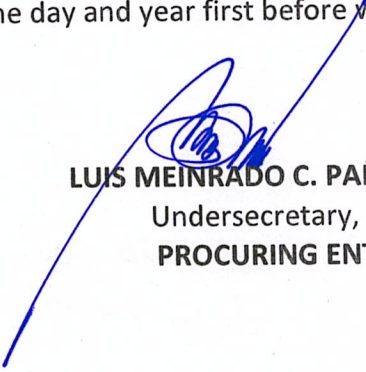


Annex A	General and Special Conditions of Contract;
Annex B	Drawings/ Plans;
Annex C	Specifications;
Annex D	Invitation to Bid;
Annex E	Instructions to Bidders;
Annex F	Bid Data Sheet;
Annex G	Addenda and/or Supplemental Bid Bulletins, if any;
Annex H	Bid form, including all the documents/ statements contained in the Bidder's bidding envelopes, as annexes and all other documents submitted;
Annex I	Eligibility requirements, documents and/or statements;
Annex J	Performance Security;
Annex K	Notice of Award of Contract and the Bidder's conforme thereto;
Annex L	Construction Schedule and S-Curve
Annex M	Manpower Schedule
Annex N	Construction Methods

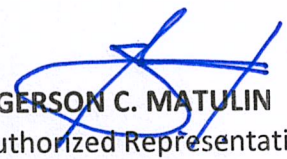
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects. In case of delays in the delivery/ performance of required services specified in this Contract due to the Contractor's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the contract pursuant to GCC Clause 9, without prejudice to other courses of action and remedies open to it.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, 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.

IN WITNESS whereof of the parties thereto have caused this Agreement to be executed the day and year first before written.



LUIS MEINRADO C. PAÑGULAYAN
Undersecretary, LAO
PROCURING ENTITY




GERSON C. MATULIN
Authorized Representative
Hawkstow Construction and Development
CONTRACTOR

WITNESSES:




PRIMO C. LARA
Director, Administrative Service



GRACE P. CRUZ
Administrative Clerk
Hawkstow Construction and Development

Certified Funds Available:



DENNIS G. RAMOS
Chief Accountant

01/02 - 101101-2019-12-09204

₱ 6,440,409.02

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of December 2019 personally appeared:

Name

Competent Evidence of Identity

LUIS MEINRADO C. PAÑGULAYAN

TIN No. 105-329-620

MR. GERSON C. MATULIN

TIN No. 466-181-687

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 AGREEMENT consisting of three (3) 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 place first above written.

ATTY. ROSALINDA A. MONTENEGRO

NOTARY PUBLIC

Until December 31, 2019

PTR No. 5609937 - 1-04-19, Q.C.

IBP No. AR4792020-1-04-19, Q.C.

Roll No. 68465

MCLE Compliance No. VI-005347

Unit 200 Acre Bldg., 137 Malakas St.,

Brgy. Central, Quezon City

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