

Issue No. GSU-174

27 December 2016

ENGR. LUIS L. NOBLE
 Proprietor/Contractor
 L. Noble Surveying Office;
 Main Office: Noble Bldg. SVHS Patul,
 Santiago City, Isabela

Dear Engineer Noble:

NOTICE OF AWARD

We would like to inform you that your bid proposals dated 23 November 2016 for the Hiring of Consulting Services for Land Survey Projects at Camp O'Donnell, Tarlac City and Samal, Davao City in the amounts of Four Hundred thousand pesos (Php400,000.00) and One Hundred Ninety Four Thousand Nine Hundred Ninety Nine and 72/100 pesos (Php194,999.72), respectively, inclusive of government taxes is hereby accepted.

The performance security shall remain valid until the issuance of Certificate of Final Acceptance of the Housing and Urban Development Coordinating Council (HUDCC).

You are hereby required to provide within three (3) days upon receipt of this notice, the performance security in the form stipulated in the 2016 revised Implementing Rules and Regulation (IRR) of RA 9184, otherwise known as Government Procurement Reform Act.

Failure to provide the performance security shall be sufficient ground for cancellation of the award.

Thank you.

Very truly yours,

[Signature]
ATTY. ANGEL R. OJASTRO III
 Secretary General

HUDCC-AFG-065
 3-29-2016
 Rev. 0

RECEIVED / COMPLAINT
[Signature]
 12-29-16

CONTRACT AGREEMENT

FOR THE HIRING OF CONSULTING SERVICES FOR LAND SUBDIVISION SURVEY
LOCATED AT SAMAL, DAVAO

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT AGREEMENT**, made this ___ day of December, 2016 between **ATTY. ANGEL R. OJASTRO III**, Secretary General of the **HOUSING AND URBAN DEVELOPMENT COORDINATING COUNCIL** with office address at 9th and 15th Floors, BDO Plaza, 8737 Paseo De Roxas, Makati City hereinafter called the "Procuring Entity" and **ENGR. LUIS L. NOBLE**, Owner/Proprietor of **L. NOBLE SURVEYING OFFICE** with office address at Noble Bldg., Patul, Santiago City, Isabela called the "Consultant".

WHEREAS, the "Procuring Entity" is desirous that the "Consultant" execute the Consulting Services for Subdivision Land Survey for Samal, Davao hereinafter called the "Project" and the "Procuring Entity" has accepted the bid for **One Hundred Ninety Four Thousand Nine Hundred Ninety Nine Pesos and 72/100 only** (Php194,999.72), inclusive of appropriate taxes, by the Consultant for the execution and completion of such Consulting Services 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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Terms of Reference;
 - (b) Request for Expression of Interest;
 - (c) Addenda and/or Supplemental/Bid Bulletin, if any;
 - (d) Eligibility requirements documents and/or statements;
 - (e) Performance Security; and
 - (f) Notice of Award of Contract documents that may be required by existing laws and/or the Procuring Entity.
3. **SCOPE OF SERVICES.** The Services of the CONSULTANT shall cover the following:
 - 3.1 Research and computations using available technical records (i.e., surveys and titles) pertinent to the subject properties to be surveyed, and those adjoining properties that may be used for checking purposes;

HOUSING AND URBAN DEVELOPMENT
COORDINATING COUNCIL
RECEIVED
BY: *[Signature]*
DATE: 11/23/2016
RECEIVED
OFFICE OF THE AUDITOR

[Signature]

[Signature]

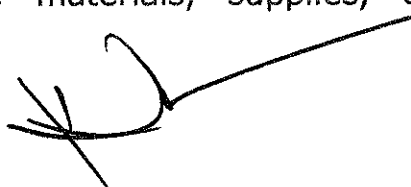
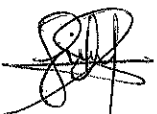
- 3.2 Preparation of all relocation plans and lot technical descriptions of the subject properties that conform to the parcellary scheme;
- 3.3 Running a control traverse covering the entire survey area in accordance with the standards of the Revised Manual for Land Surveys in the Philippines (MLSP);
- 3.4 Establishment of Primary and Secondary Control Stations with the aid of Global Positioning System (GPS) and/or Electronic Total Stations, and reflect all necessary data in the corresponding traverse computations;
- 3.5 Monumenting and Sketching of control points and boundary corners, subject to inspection by the HUDCC, using the specification for Forest Boundary Monuments i.e. Permanent Major Boundary Monuments (Major boundary corners) and Permanent Intermediate Monuments (Intermediate boundary corners) as described in the revised MLSP;
- 3.6 Conduct of verification and relocation surveys to determine the actual metes and bounds of the subject property based on the approved survey plans;
- 3.7 Conduct of subdivision and/or consolidation and relocation survey/s of the subject properties;
- 3.8 Preparation of survey return including traverse computation, boundary computation and lot data computations with Soft copies;
- 3.9 Preparation of Cadastral Maps, Case Boundary Index Maps, plotting/printing of Cadastral Maps and BBM including the lists of lot and alpha lists of claimants;
- 3.10 Submission of the required survey returns to the concerned DENR-LMS for its approval, provided that the HUDCC has cleared in writing such submittal. Amendments required by the DENR-LMS shall be duly complied with and reflected in the survey returns by the CONSULTANT; and
- 3.11 Submission to the HUDCC of the approved survey returns together with the electronic data of the plans, lot data computations, technical descriptions generated, and other pertinent documents.

4. OBLIGATIONS OF THE PARTIES.

4.1 The responsibilities of the CONSULTANT are as follows:



- 4.1.1 The CONSULTANT shall complete the Scope of Services and fulfill all its obligations under the Terms of Reference (TOR) and contract by using its technical expertise and adhering to the highest professional and industry standards;
- 4.1.2 The CONSULTANT shall exercise all reasonable skill, care, diligence and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of the HUDCC;
- 4.1.3 The services shall be provided by the CONSULTANT in accordance with the instructions or directions of the HUDCC at any time before its completion. The CONSULTANT shall conduct weekly consultations with the HUDCC in relation to the undertaking of its responsibilities;
- 4.1.4 The CONSULTANT shall designate its Project Team Leader acceptable to the HUDCC and shall authorize the same to act and bind the CONSULTANT on all aspects of the services, and to execute the same in accordance with the terms and conditions of the pertinent Agreement and conformably with accepted engineering practices and standards;
- 4.1.5 The CONSULTANT shall be fully responsible for the technical quality of all its actions, survey plans, reports and other related documents forming part of its submittal requirements herein. The review made by the HUDCC shall not release the CONSULTANT from such responsibility it being understood that the consultant has been hired for its expertise;
- 4.1.6 The CONSULTANT shall be responsible for the timeliness of responses and submittals in accordance with the agreed work schedules. The CONSULTANT shall furnish the HUDCC weekly progress reports and any such information relative to the services and the Project as the HUDCC may, from time to time, reasonably request;
- 4.1.7 For the completion of the Scope of Services, the CONSULTANT is authorized to procure the necessary materials, labor, equipment, supplies and other requirements and pay for the other incidental expenses, provided that all such expenses shall be charged to the agreed contract price;
- 4.1.8 The CONSULTANT shall be responsible for providing all manpower, tools, materials, supplies, equipment and



related paraphernalia required in the prosecution of the Services; and

4.1.9 The CONSULTANT shall, at its expense and with the use of appropriate survey equipment, perform the above Scope of Services in strict compliance with this set of TOR, contract documents, and relevant government laws, orders, regulations and ordinances.

4.2 Technical and Data Assistance to be provided by HUDCC. The HUDCC shall provide the CONSULTANT will all available pertinent documents and technical information necessary for the execution and performance of the services:

4.2.1 The HUDCC shall designate its Project Representative and Technical Inspection Team who shall act with the authority of and bind the HUDCC on all aspects of the services herein required and who shall examine, evaluate and respond promptly, after consultation with the HUDCC whenever necessary, to the CONSULTANT's reports and submitted data;

4.2.2 The HUDCC shall promptly communicate to the CONSULTANT any decisions on the latter's reports and submittals;

4.2.3 The HUDCC shall evaluate and issue clearance on the parcellary or subdivision schemes prepared by the CONSULTANT;

4.2.4 The HUDCC shall inspect the monuments of boundary corners established by the CONSULTANT;

4.2.5 Upon review and approval of the survey returns prepared by the CONSULTANT, the HUDCC shall issue the necessary clearance for the submission of the said survey returns to the DENR-LMS; and

4.2.6 The HUDCC Inspection Team shall evaluate the output submitted by the CONSULTANT and HUDCC to issue the corresponding payment in accordance with the agreed payment schedule, subject to the CONSULTANT's periodic fulfilment of its obligations under the Contract.


5. **SUBMISSION OF REPORTS.** - The following reports and documents shall be prepared and submitted by the CONSULTANT to the HUDCC:

5.1 **Inception Report** - Within five (5) calendar days from the issuance of the Notice-to-Proceed (NTP), the CONSULTANT shall submit to HUDCC an Inception Report in two (2) copies, outlining its appreciation of the services required, the



procedures and methodologies it shall adopt and the detailed program of work it shall follow for the proper execution of the services;

- 5.2 Preliminary Survey Report** – Within ten (10) calendar days from the submission of the Inception Report, the CONSULTANT shall **submit** a Preliminary Report in two (2) copies, containing the field notes, complete control traverse computations, and the subdivision schemes;
- 5.3 Monthly Progress Report** – Thereafter, the CONSULTANT shall submit monthly progress reports of the work accomplished consistent with the scope of the Project;
- 5.4 Draft Final Survey Report** – Within fifteen (15) calendar days from the submission of the Preliminary Survey Report, the CONSULTANT shall submit to HUDCC the Draft Final Survey Report, which includes a narrative report of the surveys conducted, monumenting works and the complete survey returns of the Project;
- 5.5 Final Survey Report** – Within fifteen (15) calendar days from receipt of the HUDCC's official comments and written clearance on the survey returns in the Draft Final **Survey** Report, the CONSULTANT shall submit the Final Survey Report which includes the original certified true copies of the survey returns as approved by the DENR-LMS. The Survey Returns shall include the following:
- 5.5.1 Two (2) sets of the survey plans approved by the DENR-LMS on reproducible Mylar sheets and blue prints (certified true copies);
 - 5.5.2 Certified True Copies of the Technical Descriptions of the survey plans. This shall be in three (3) copies including the originals (certified true copies);
 - 5.5.3 Field notes, traverse computations, lot data computations, and lot location plans with vicinity map;
 - 5.5.4 A narrative report of the survey with descriptions of the boundary monuments of the properties and the control points used in the survey;
 - 5.5.5 Primary control points approved by NAMRIA; and
 - 5.5.6 Electronic data of the plans, lot data computations and technical descriptions generated.
- 6. PROJECT DURATION.** – The Project shall be completed within **Forty-Five** (45) calendar days after the issuance of the Notice to Proceed (NTP) in accordance with the following schedule:



SCOPE OF WORK	SCHEDULE
Relocation Survey	2 calendar days
Structural Survey	0 calendar days
Approval of Subdivision Scheme	6 calendar days
Subdivision Survey and Monumenting	7 calendar days
DENR-LMS Approval of the Subdivision Plan and Survey Returns	30 calendar days

7. **MANNER OF PAYMENT.** - In consideration of the full amount and satisfactory performance of the serviced rendered by the CONSULTANT, the HUDCC shall pay the CONSULTANT in accordance with the following schedule:

	Particulars	Payment (in %)
a.	Upon submission and approval by the HUDCC of the Inception Report and execution of boundary of Relocation Survey and Structural Survey	15
b.	Upon submission and approval of draft Subdivision Scheme and execution of subdivision survey, monumenting and positioning of three stations as required by DENR-LMS Manual	15
c.	Upon inspection and confirmation by the HUDCC of the property boundary monuments.	15
d.	Upon submission of the approved survey returns to the HUDCC.	25
e.	Upon compliance by the CONSULTANT with all the requirements stipulated in the Contract.	30
	Total	100

8. In consideration of the payments to be made by the "Procuring Entity" to the "Consultant" as hereinafter mentioned, the "Consultant" hereby covenants with the "Procuring Entity" to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Agreement in all respects.

9. The **"Procuring Entity"** hereby covenants to pay the **"Consultant"** in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract Agreement at the times and in the manner prescribed by this Contract Agreement.

10. **GENERAL TERMS AND CONDITIONS**

10.1 **Independent Contractor.** - The contract of the CONSULTANT with the HUDCC is strictly and solely that of an independent contractor and no employer-employee relationship is hereby created or shall arise between the CONSULTANT or his employees or agents and the HUDCC by reason or as consequence hereof. As such, the HUDCC shall not be liable for any damage, injury or death caused to the CONSULTANT's employees and agents or third persons.

10.2 **Alterations and Additional Works.** - Revisions or additional works that becomes necessary due to the errors or fault of the CONSULTANT or those which are necessary to comply with the requirements of the AGREEMENT shall be done by the CONSULTANT at no additional cost to the HUDCC. Nevertheless, any variation of additional work items not included in the foregoing but which are proximate, appropriate and necessary shall be subject to and covered by separate agreement pursuant to Republic Act No. 9184 and its Implementing Rules and Regulations (IRR).

The HUDCC may, at any time, by written notice to the CONSULTANT, issue additional instructions, make changes or alterations in the Scope of Services or direct the omission of works included in the Scope of Services. If such instructions, changes or alterations require extra services on the part of the CONSULTANT, then both parties shall mutually agree upon the corresponding compensation for the same pursuant to RA 9184 and its IRR.

10.3 **Delay: Extension of Time: Force Majeure: Liquidated Damages.** - Any delay on the agreed completion date from failure of performance by either of the Party shall not constitute a default hereunder nor shall give rise to any claim if such delay or failure is wholly attributable to acts of God, any act of sabotage, war, armed invasion, revolution, insurrection, blockage, riot, declaration of national emergency, industry-wide strike, or any other cause beyond the reasonable control of either Party, or which cannot be avoided by the CONSULTANT or the HUDCC despite the exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify in writing the other Party of such event of force majeure and of the obligations or part of the works the performance of which is affected by such force majeure. Immediately after such notification, the Parties shall meet to discuss and agree on the appropriate steps/measures to be taken to minimize the effect(s) of the force majeure: provided that the Party affected shall be entitled to an extension of the contract of time for the number of days of the delay incurred by reason of the causes above mentioned.

The CONSULTANT shall also be liable for damages for the delay and shall pay the HUDCC liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed or unperformed portion of the services for everyday of delay until such services are finally performed and accepted by the HUDCC.

10.4 Ownership of Reports and Documents. - The reports, drawings, documents and materials compiled or prepared in the course of the performance of the Services are and shall remain the absolute properties of the HUDCC and shall not be used by the CONSULTANT for purposes unrelated to the contract without the prior written approval of the HUDCC.

10.5 Representations and Warranties. - The Parties hereby represent and warrant that no government official has benefitted directly or indirectly from this Contract. The Parties warrant that they have not offered or given, and will not offer or give to any employee, agent or representative or either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.

10.6 Grounds for Termination of Contracts- The HUDCC shall terminate a contract for default when any of the following conditions attend its implementation:

TERMINATION FOR DEFAULT

- a. Outside of *force majeure*, the Consultant fails to deliver or perform the Outputs and Deliverables within the period (s) specified in the contract, or within any extension thereof granted by the HUDCC pursuant to a request made by the CONSULTANT prior to the delay;
- b. As a result of *force majeure*, the Consultant is unable or perform a material portion of the Outputs and Deliverables



for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or

- c. The Consultant fails to perform any other obligation under the contract.

TERMINATION FOR CONVENIENCE - The HUDCC may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous even (s) or changes in law and national government policies.

TERMINATION FOR INSOLVENCY- The HUDCC shall terminate the contract if the CONSULTANT is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this even, termination will be without compensation to the CONSULTANT, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the HUDCC and/or the CONSULTANT.

TERMINATION FOR UNLAWFUL ACTS- The HUDCC may terminate the contract in case it is determined *prima facie* that the CONSULTANT has engaged, before or during the implementation of the contract, in unlawful deeds and behaviours relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive and coercive practices;
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

TERMINATION BY CONSULTANT-The CONSULTANT may terminate its agreement with the HUDCC if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the CONSULTANT's notice specifying such breach.



10.7 PROCEDURES FOR TERMINATION OF CONTRACT

- a. **Verification-** Upon receipt of a written report of acts or causes which may constitute ground (s) for termination as aforementioned, or upon its own initiative, the Asset Reform Group as the Implementing Unit shall within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached.
- b. **Notice to Terminate-** Upon recommendation by the Asset Reform Group, the Secretary General shall terminate contracts only by a written notice to the CONSULTANT conveying the termination of the contract. The notices shall state:
1. That the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 2. The extend of termination, whether in whole or in part;
 3. An instruction to the CONSULTANT to show cause as to why the contract should not be terminated; and
 4. Special instructions to the HUDCC, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c. **Show Cause-** Within a period of seven (7) calendar days from receipt of the Notice of Termination, the CONSULTANT shall submit to the Secretary General a verified position paper stating why the contract should not be terminated.

If the CONSULTANT fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Secretary General shall issue an order terminating the contract.

- d. **Rescission of Notice of Termination-**The HUDCC may, at any time receipt of the CONSULTANT's verified position paper to withdraw the Notice to Terminate if is determined that certain items or works subject of the notice had been completed, delivered, or performed before the CONSULTANT's receipt of the notice.
- e. **Decision-** Within an non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Secretary General shall decide whether or not to terminate the contract. It shall serve a written notice to




the CONSULTANT of its decision and, unless otherwise provided, the Contract is deemed terminated from receipt of the CONSULTANT of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate.

- f. **Contract Termination Review Committee (CTRC)**-The Secretary General may create a committee to assist him in the discharge of his function under this guideline. All decisions recommended by the CTRC shall be subject to the approval of the Secretary General.
- g. **Take-over of Contracts**-If HUDCC terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement pursuant to Section 53(c) or R.A. 9184 and 53.3 of its 2016 IRR.
- h. **Notice by Consultant**- The CONSULTANT must serve a written notice to the HUDCC of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if is not resumed in thirty (30) calendar days after the receipt of such notice by the HUDCC.

IN WITNESS WHEREOF, the parties thereto have caused this Contract Agreement to be executed the day and year first before written.

Binding Signature of PROCURING ENTITY:



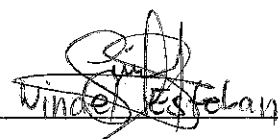
ATTY. ANGEL R. OJASTRO III
Secretary General

Binding Signature of Consultant:

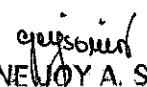


ENGR. LUIS L. NOBLE
Sole Proprietor

WITNESSES:



Winder Estelán



CRISTINE JOY A. SORIA

NOTARIAL CERTIFICATION

Republic of the Philippines }
SANTIAGO CITY }s.s.


BEFORE ME, a Notary Public, for and in SANTIAGO CITY,
this day DEC 29 2016, 2016,
personally appeared:

Name	Competent Evidence of Identity	Date / Place Issued
ATTY. ANGEL R. OJASTRO III ENGR. LUIS L. NOBLE		

Known to me to be the same persons who executed the foregoing instrument and who acknowledged before me that they act in a representative capacity, that they have the authority to sign in such capacity, and that the same is their free and voluntary act and deed and of the corporation/agency they represent.

The foregoing instrument refers to a Contract Agreement consisting of twelve (12) pages including the page on which this notarial certification is written, and which has been signed by the parties and the witnesses on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL.


 ATTY. MOISES M. PARDO
 Notary Public
 Until Dec. 31, 2017
 PTR NOTARY PUBLIC
 Santiago City
 ROLL NO 22438
 IBP NO. 1020740 1-6-16
 MCLE COMPLIANCE NO. MV002102
 TIN ID NO. 104-047-257

Doc. No. 224
Page No. 44
Book No. 4
Series of 2016

