



PROJECT: **Procurement of Service Provider for the Preparation of School Site Development Plan for Various Schools**

CONTRACT NO.: **2019-08-AdmS4(035)-BI-CB011-C105**

**CONTRACT**

**THIS Contract** made and entered into this 27<sup>th</sup> day of December, 2019 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary for Administration, **ALAIN DEL B. PASCUA**, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DEPED**"); and **VHD JOINT VENTURES (VALDEZ SURVEYING AND REALTY SERVICES JV HABBILING AND ASSOCIATES LAND SURVEYING SERVICES)**, located at Unit 3, 3<sup>rd</sup> Floor, Megatower II, Tecson St., Baguio City, duly represented herein by its authorized representatives, **Engr. PONCIANO G. VALDEZ, JR. and Engr. PRIMO T. HABBILING, JR.** (hereinafter referred to as "**VHD JOINT VENTURE**");

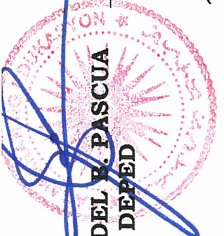
**WHEREAS, DEPED**, through the Administrative Service-Education Facilities Division, is in need of consulting firms for the above mentioned project and issued a Resolution for Shortlisting No. 2019-08-AdmsS4(035)-BI-CB-011 on November 5, 2019;

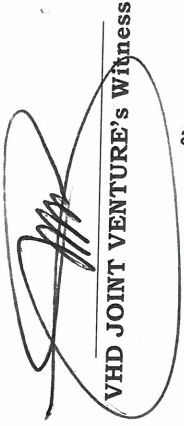
**WHEREAS**, nine (9) prospective bidders submitted eligibility documents and were declared as shortlisted bidders; **DEPED** opened, rated and evaluated the bids of the nine (9) shortlisted bidders and declared **VHD JOINT VENTURE** as the highest rated bid for Lot Nos. 1, 2, 3 and 5; after evaluation, **DEPED** post-qualified and declared the bid of **VHD JOINT VENTURE** as the highest rated responsive bid for Lot Nos. 1, 2, 3 and 5;

**WHEREAS, DEPED** passed and approved Resolution to Award No. 2019-08-AdmS4(035)-BI-CB-011 dated December 26, 2019 in favor of **VHD JOINT VENTURE** in the sum of **PHILIPPINE PESOS FORTY-EIGHT MILLION FIVE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-EIGHT and 88/100 (48,557,848.88) ONLY**, (hereinafter called the "**Contract Price**") as follows:

Lot No.	Regions	No. of Sites
3	Region IV-A	880
	Region IV-B	715

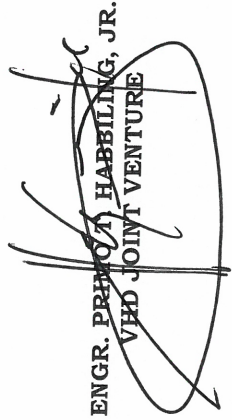
FLORENDO MANGALAN  
 VHD JOINT VENTURE'S Witness  
 ENGR. PRIMO T. HABBILING, JR.  
 VHD JOINT VENTURE  
 ENGR. PONCIANO G. VALDEZ, JR.  
 VHD JOINT VENTURE  
 ENGR. ANNABELLE R. PANGAN  
 Chief, DEPED-EFD  
 DEPED's Witness  
 ALAIN DEL B. PASCUA  
 DEPED



  
VHD JOINT VENTURE's Witness

**NOW, THEREFORE, PREMISES CONSIDERED**, the parties hereby agree as follows:

1. In this **Contract**, 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 deemed to form, be read and construed as part of this **Contract**:

  
ENGR. PRIMO A. HABILING, JR.  
VHD JOINT VENTURE

- a) **VHD JOINT VENTURE's** Bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- b) Resolution to Award No. 2019-08-AdmS4(035)-BI-CB-011 dated December 26, 2019 and its Annexes;
- c) Notice of Award;
- d) Request for Expression of Interest;
- e) Bidding Documents;
- f) Terms of Reference;
- g) General and Special Conditions of the Contract;
- h) Bid Bulletin No. 1 dated August 16, 2019  
Bid Bulletin No. 2 dated September 14, 2019  
Bid Bulletin No. 3 dated September 20, 2019  
Bid Bulletin No. 4 dated October 9, 2019  
Bid Bulletin No. 5 dated November 5, 2019 and  
Bid Bulletin No. 6 dated November 25, 2019

  
ENGR. PONCIANO G. VALDEZ, JR.  
VHD JOINT VENTURE

3. **VHD JOINT VENTURE** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **VHD JOINT VENTURE** is in default of any of its obligation under this contract. The performance security shall be in force and effect until issuance by **DEPED** of the Certificate of Final Acceptance.

  
DEPED's Witness  
ENGR. ANNABELLE R. PANGAN  
Chief, DEPED-EFD

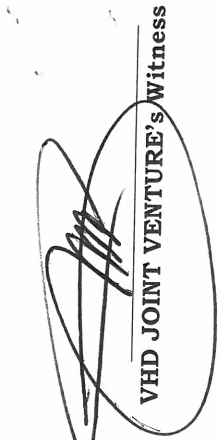
4. The services covered under this **Contract** should conform to the standards/deliverables mentioned in Section VI. Terms of Reference, Bid Bulletin No. 2 Annex A, and Bid Bulletin No. 4 and all its Annexes.
5. The parties shall perform the services within **two hundred forty (240) calendar days** from receipt of the Notice to Proceed.

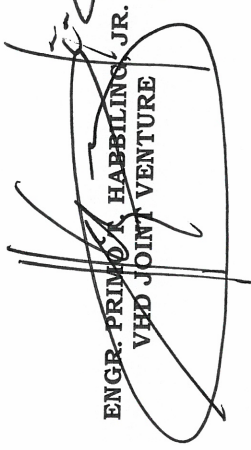
The Services shall cover the following:

- a. Conduct field/land survey on the school site.
- b. Setting of monuments (15 cm dia. x 40 cm concrete cylinder) to all corners for Schools with readily available Transfer

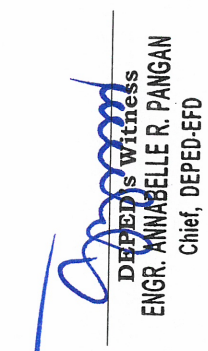
  
ALAIN DEL R. PASCUA  
DEPED



  
VHD JOINT VENTURE's Witness

  
ENGR. PRIMO K. HABBILING, JR.  
VHD JOINT VENTURE

  
ENGR. PONCIANO G. VALDEZ, JR.  
VHD JOINT VENTURE

  
DEPED's Witness  
ENGR. ANNABELLE R. PANGAN  
Chief, DEPED-EFD

  
ALAIN DELA-PASCUA  
DEPED

Certificate of Title (TCT)/ Land Technical Descriptions, which will be provided by the School Head.

- c. Setting of Temporary markers (15 cm dia. x 40 cm PVC filled with concrete) to all corners identified by the School Head for Schools without the availability of Transfer Certificate of Title (TCT)/ Land Technical Descriptions.
  - d. Plot existing structures/facilities/trees inside the school site on a tracing paper.
  - e. Show the distances of the existing structures from property line of one school building to another.
  - f. Identify boundaries of the school site.
  - g. Show the nearest location of power utility posts, sewer and drainage lines, telecommunication lines and water supply lines.
  - h. Flow of drainage system must be reflected in the plan.
6. For a period of two years after the expiration of this Contract, VHD JOINT VENTURE shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised DEPED under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. VHD JOINT VENTURE also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7. All plans, drawings, specifications, designs, reports, other documents and software prepared by VHD JOINT VENTURE for DEPED under this contract shall become and remain the property of the DEPED, and VHD JOINT VENTURE shall, prior to termination or expiration of this Contract, deliver all such documents to DepEd, together with a detailed inventory thereof. VHD JOINT VENTURE may retain a copy of such documents and software. Future use, reproduction, distribution or citation of such property by VHD JOINT VENTURE for any purpose is prohibited unless written consent is given by DepEd.
8. In consideration of the full amount and satisfactory performance of the services rendered by VHD JOINT VENTURE, DEPED shall pay VHD JOINT VENTURE in accordance with the following:



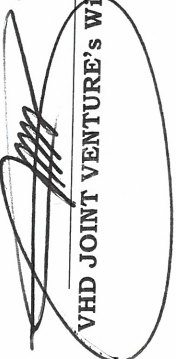
- a. Advance Payment - 10% of the contract price upon submission of irrevocable standby letter of credit and Inception Report;
- b. Progress Payment - Progress payment shall be equivalent to the percentage of completed and submitted deliverables of the identified cluster but not less than 20%; and
- c. Final Payment - Upon completion and submission of all the remaining schools in the identified cluster

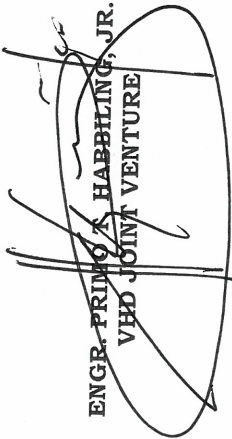
9. In case **VHD JOINT VENTURE** encounters condition(s) impeding timely compliance of the contract implementation timeline, it shall promptly notify **DEPED** in writing of such condition(s), and any request for extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **VHD JOINT VENTURE** must provide sufficient proof to support such request.

10. If **VHD JOINT VENTURE** fails to deliver any or all of the Services within the period(s) specified in this Contract, **DEPED** shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract, **DEPED** may consider termination of this Contract, without prejudice to other courses of action and remedies available under the circumstances.

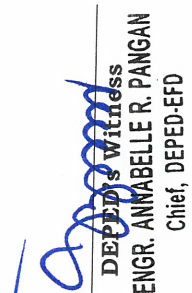
11. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes arising from the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions under Presidential Decree 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.

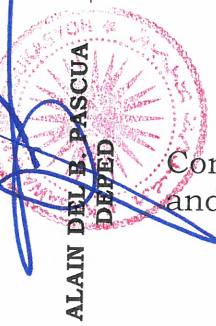
**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

  
VHD JOINT VENTURE's Witness

  
ENGR. PRIMO A. HABBILING, JR.  
VHD JOINT VENTURE

  
ENGR. PONCIANO G. VALDEZ, JR.  
VHD JOINT VENTURE


  
DEPED's Witness  
ENGR. ANNABELLE R. PANGAN  
Chief, DEPED-EFD

  
ALAIN DEL P. PASCUA  
DEPED



SIGNED, SEALED AND DELIVERED BY:

  
**ALAIN DEL B. PASCUA**  
Assistant Secretary  
DEPED

  
**ENGR. PONCIANO G. VALDEZ, JR.**  
Sole Proprietor  
**Valdez Surveying And Realty Services**

In Joint Venture With

  
**ENGR. PRIMO T. HABBILING, JR.**  
Sole Proprietor  
**Habbiling And Associates Land Surveying Services**

SIGNED IN THE PRESENCE OF:


  
DEPED's Witness  
ENGR. ANNABELLE R. PANGAN  
Chief, DEPED-EFD

  
ENGR. FLORENDO MANCASAR, JR.  
VHD JOINT VENTURE's Witness

APPROVED BY:

  
**LEONOR M. BRIONES**  
Secretary  
DEPED

CERTIFIED FUNDS AVAILABLE: ₱ 48,557,848.88

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
BAGUIO CITY ) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for BAGUIO CITY,  
Philippines, this 27<sup>th</sup> day of December 2019 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

**ALAIN DEL B. PASCUA**  
*Undersecretary*  
**DEPED**

Philippine Passport  
EC7146422  
17 March 2021

**ENGR. PONCIANO G. VALDEZ, JR.**  
*Sole Proprietor*  
**VHD JOINT VENTURE**

PRC ID  
No. 005322  
Until 26 July 2021

**ENGR. PRIMO T. HABBILING, JR.**  
*Sole Proprietor*  
**VHD JOINT VENTURE**

PRC ID  
No. 004688  
Until 27 January 2021

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

**RANDY W. LEM-EW**  
Notary Public  
Notarial Commission No. N.A.-28-116-19-R  
My Commission expires on December 31, 2020  
**NOTARY PUBLIC**  
Roll No. 67798 5/25/17, Manila  
PTR No.: 3956076, 01/03/19, Baguio City  
IBP No.: 302780, 01/03/19, Baguio City  
Rm. 2LA Sacred Heart Bldg., Diego Silang St., B.C.

Doc. No. 494;  
Page No. 98;  
Book No. VI;  
Series of 20 19.

ALAIN DEL B. PASCUA  
DEPED

DEPED's Witness  
ENGR. ANNABELLE R. PANGAN  
Chief, DEPED-EFD