



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

CONTRACT NO.: 2019-08-AdmS4(035)-BI-CB011-109

CONTRACT

DEC 27 2019

THIS Contract made and entered into this _____ day of _____, **20** 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 **R.C. TOLLO SURVEYING SERVICES**, located at REC Building, #12 Regalado Highway, North Fairview, Quezon City duly represented herein by its authorized managing officer, **ENGR. RICHARD C. TOLLO** (hereinafter referred to as “**RC TOLLO**”);

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 **RC TOLLO** as the highest rated bid for Lot No. 7; after evaluation, **DEPED** post-qualified and declared the bid of **RC TOLLO** as the highest rated responsive bid for Lot No. 7;

WHEREAS, DEPED passed and approved Resolution to Award No. 2019-08-AdmS4(035)-BI-CB-011 dated December 26, 2019 in favor of **RC TOLLO** in the sum of **PHILIPPINE PESOS SIXTY-THREE MILLION TWO HUNDRED SIXTY THOUSAND and 00/100 (63,260,000.00) ONLY**, (hereinafter called the “**Contract Price**”) as follows:

Lot No.	Regions	No. of Sites
7	Region X	758
	Region XI	758
	Region XIII (CARAGA)	506

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

RC TOLLO's Witness
 ENGR. RICHARD C. TOLLO

RC TOLLO
 ENGR. RICHARD C. TOLLO

DEPED's Witness
 ENGR. ANNABELLE R. PANGAN

ALAIN DEL B. PASCUA
 DEPED



[Signature]
RC TOLLO's Witness

[Signature]
ENGR. RICHARD C. TOLLO
RC TOLLO

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**:
 - a) **RC TOLLO**'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

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

3. **RC TOLLO** 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 **RC TOLLO** 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.

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

[Signature]
ALAIN DEEB PASCUA
DEPED

[Signature]
RC TOLLO's Witness

- 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.


[Signature]
ENGR. RICHARD C. TOLLO
RC TOLLO

For a period of two years after the expiration of this Contract, **RC TOLLO** 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. **RC TOLLO** also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by **RC TOLLO** for DEPED under this contract shall become and remain the property of the DEPED, and **RC TOLLO** shall, prior to termination or expiration of this Contract, deliver all such documents to DepEd, together with a detailed inventory thereof. **RC TOLLO** may retain a copy of such documents and software. Future use, reproduction, distribution or citation of such property by **RC TOLLO** for any purpose is prohibited unless written consent is given by DepEd.

[Signature]
ALAIN DEL P. PASCUA
DEPED



In consideration of the full amount and satisfactory performance of the services rendered by **RC TOLLO**, DEPED shall pay **RC TOLLO** in accordance with the following:

- a. Advance Payment - 10% of the contract price upon submission of irrevocable standby letter of credit and Inception Report;


RC TOLLO's Witness

- 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 **RC TOLLO** 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. **RC TOLLO** must provide sufficient proof to support such request.



ENGR. RICHARD C. TOLLO
RC TOLLO

10. If **RC TOLLO** 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.


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

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.


ALAIN DEL B. PASCUA
DEPED




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.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Assistant Secretary
DEPED


ENGR. RICHARD C. TOLLO
Representative
RC TOLLO

SIGNED IN THE PRESENCE OF:


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


RC TOLLO's Witness

APPROVED BY:


LEONOR M. BRIONES
Secretary
DEPED

CERTIFIED FUNDS AVAILABLE: ₱63,260,000.00


MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this DEC 27 2019 day of 20 personally appeared:

NAME

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

ALAIN DEL B. PASCUA
Undersecretary
DEPED

Philippine Passport
EC7146422
17 March 2021

ENGR. RICHARD C. TOLLO
Representative
RC TOLLO

PRC ID
No. 0003795
Valid Until 15 Oct 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.

Doc. No. 388 ;
Page No. 72 ;
Book No. 11 ;
Series of 20 19.

ATTY. MANUEL A. DALUCAPAS
NOTARY PUBLIC - IBP LIFETIME
NOTARY PUBLIC
PTR NO. 692009241-01-04-2019
COMM. NO. 012-2018 / 2019
MCLE. COMM. -IVI-VII-00098

RC TOLLO's Witness
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RC TOLLO

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

ALAIN DEL B. PASCUA
DEPED