



Office of the President
NATIONAL HOUSING AUTHORITY



June 9, 2022

DIOKNO M. DIMACULANGAN
Sole Proprietor
DIMACULANGAN LAND SURVEYING SERVICES
34 Examiner Street, West Triangle
Quezon City

NOTICE TO PROCEED


**SURVEY WORKS AND INDIVIDUAL LOT TITLING OF PORTION OF
CAMP ATIENZA, BRGY. LIBIS, QUEZON CITY**

Dear **Mr. Dimaculangan**:


This is to inform you that the contract for the implementation of the above stated project of this Authority has been duly notarized. The contract works shall commence not later than the third (3rd) day from receipt of the copy of duly executed contract as stated in the Notice of Award dated 21 March 2022. It shall be completed within **One Hundred Twenty (120)** calendar days unless an extension is granted in writing or the contract is earlier terminated.

In this regard, please acknowledge a set of the duly notarized Contract Agreement which shall serve as the basis of your start-up date and other pertinent documents relative thereto.

Very truly yours,


MAURA D. AGGARAO
Officer-In-Charge
NCR-East Sector

Acknowledged Receipt


DIOKNO M. DIMACULANGAN / SOLE PROPRIETOR
Signature over printed name/Designation

Date: JUNE 13, 2022

CONTRACT AGREEMENT

SURVEY WORKS AND INDIVIDUAL LOT TITLING OF PORTION OF CAMP ATIENZA BRGY. LIBIS, QUEZON CITY

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT executed at Quezon City, Metro Manila, this _____ day of _____, 2022 by and between, the:

NATIONAL HOUSING AUTHORITY, a government owned and controlled corporation duly organized and existing pursuant to Presidential Decree No. 757 as amended with address at **Elliptical Road, Diliman, Quezon City, Metro Manila, Philippines** represented by its Officer-In-Charge, East Sector, **MAURA D. AGGARAO** hereinafter referred to as the **FIRST PARTY**;

-and-

DIMACULANGAN LAND SURVEYING SERVICES duly organized and existing under Philippine laws, with address at #34 Examiner St., Brgy. West Triangle, Quezon City represented by its Sole Proprietor, **DIOKNO M. DIMACULANGAN** hereinafter referred to as the **SECOND PARTY**.

WITNESSETH THAT,

Whereas, pursuant to R.A. No. 9184 and its Implementing Rules and Regulations as amended, the **FIRST PARTY** invited bids for the **SURVEY WORKS AND INDIVIDUAL LOT TITLING OF PORTION OF CAMP ATIENZA BRGY. LIBIS, QUEZON CITY** inclusive of manpower, services, equipment and tools for the completion of the project;

Whereas, the **SECOND PARTY** was found qualified by the East Sector Regional Office Bids and Awards Committee (ESROBAC) for the contract works in the sum of **NINE HUNDRED NINETY SEVEN THOUSAND PESOS ONLY (Php 997,000.00)**

Whereas, the parties certifies that this contract is entered into in good faith and in compliance with all applicable laws and regulations.


NOW THEREFORE, the parties have hereinafter agreed on the following:

1. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, Viz;

1. Terms of Reference and its Annexes
2. Special Conditions of the contract, Bid Data Sheet and instruction to bidders
3. Certificate of Availability of Funds (CAF), Request for Fund Allotment (RFA)
4. Advertisement or evidence of publication for bid projects
5. Abstract of Bids
6. Resolution of BAC recommending award

WITNESSETH:

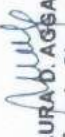

EFREN J. HUGO, JR.
Chief Corporate Accountant
NCR-East Sector
(RFB No. 2121-Q)-32


ROSE MICHELLE P. MAHAMUD
Officer-In-Charge
QCDO, NCR-East Sector

DIMACULANGAN LAND SURVEYING:



DIOKNO M. DIMACULANGAN
Sole Proprietor

NATIONAL HOUSING AUTHORITY:


MAURA D. AGGARAO
Officer-In-Charge /
NCR-East Sector

CONTRACT AGREEMENT FOR SURVEY WORKS AND
INDIVIDUAL LOT TITLING OF PORTION OF CAMP ATIENZA
BRGY. LIBIS, QUEZON CITY

WITNESSETH:



EFREN J. HUGO, JR.
Chief Corporate Accountant
NCR-East Sector
BPA No. 2221-07-32


ROSE MICHELLE P. MAHAMUD
Officer-In-Charge
QCDO, NCR-East Sector

DIMACULANGAN LAND SURVEYING:
SERVICES:


DIOKNO M. DIMACULANGAN
Sole Proprietor

NATIONAL HOUSING AUTHORITY:


MAURYA D. AGSARAO
Officer-In-Charge /
NCR-East Sector

- 7. Notice of Award and Contractor's "Conforme" thereto and date of receipt of the Contractor
- 8. Approval of Award/Board Resolution
- 9. Performance Bond
- 10. Written authority from the Firm Manager empowered to sign the contract documents
- 11. Certificate of Registration from SEC/DTI or CDA
- 12. Mayor's Permit issued by the City or municipality supported by an official receipt
- 13. Statement of all its on-going government and private including contracts awarded but not yet started
- 14. Statement of all its completed government and private contracts within 10 years from submission of bids
- 15. Audited financial statements of the contractor stamped "received" by the BIR
- 16. NFCC Computation of Credit Line Commitment (CLC)
- 17. Bid Security (Bid Securing Declarations)
- 18. Technical Proposal
 - Organizational Chart
 - TPF1. Technical Proposal Submission Form
 - TPF2. Consultant's Reference illustrating the relevant experiences of the consultant (completed projects), including its partners and subcontractors, if any
 - TPF3. Comments and Suggestions of Consultants on the Terms of Reference (TOR) and on Data, Services and Facilities to be provided by NHA
 - TPF4. Description of the Methodology and Work Plan for Performing the Project
 - TPF5. Team Composition and Task projects
 - TPF6. Format of Curriculum Vitae (CV) for Proposed Professional Personnel
 - TPF7. Time Schedule for Professional Personnel
 - TPF8. Activity (Work) Schedule
- 19. Sworn statement in accordance with Section 25.2 of IRR of R.A. 9184 and using the form prescribed in Section IX Bidding Forms
 - 1. ownership/corporation
 - 2. authority of signatory
 - 3. not "blacklisted" or barred from bidding
 - 4. authenticity of documents
 - 5. authority granted to NHA to verify all the documents submitted
 - 6. disclosure of no relationship
 - 7. compliance with existing labor laws and standards
 - 8. bidder's responsibilities
 - 9. statement of no pecuniary interest to the NHA
 - 10. criminal liability for failure to perform duty upon receiving advance payment
- 20. Financial Proposal
 - FPF1. Financial Bid Form
 - Duly signed bid prices in the Schedule of Rates
 - FPF2. Summary of Costs
 - FPF3. Breakdown of Price Per Activity

CONTRACT AGREEMENT FOR SURVEY WORKS AND
INDIVIDUAL LOT TITLING OF PORTION OF CAMP ATIENZA
BRGY. LIBIS, QUEZON CITY

WITNESSETH:

DIMACULANGAN LAND SURVEYING:
SERVICES:


EFREN J. HUGO, JR.
Chief Corporate Accountant
NCR-East Sector
RFB No. 4113 / - 67- 32


ROSE MICHELLE P. MAHAMUD
Officer-In-Charge
QCDO, NCR-East Sector


DIOKNO M. DIMACULANGAN
Sole Proprietor

NATIONAL HOUSING AUTHORITY:


MAURA D. AGCARAO
Officer-In-Charge /
NCR-East Sector

- ✓ FPF4. Breakdown of Remuneration per Activity
 - ✓ FPF5. Reimbursables per Activity
 - ✓ FPF6. Miscellaneous Expenses

 - ✓ 21. Transfer Certificate of Title of the project
 - ✓ 22. Property Identification Map
 - ✓ 23. Approved Budget for the Contract (ABC) including detailed breakdown of the estimate and unit cost analysis/derivation of each work item
 - ✓ 24. Approved cash flow/S-curve
 - ✓ 25. Tax Clearance Certificate with TIN
 - ✓ 26. Certificate of Registration from PhilGEPS
 - ✓ 27. Letter of Intent
 - ✓ 28. Minutes of Pre-bid and Pre-procurement Conference
 - ✓ 29. Result of Eligibility Check/Screening
 - ✓ 30. Result of Technical Proposal
 - ✓ 31. Result of Financial Proposal
 - ✓ 32. Minutes of Opening of Bids
 - 1. Opening of Bids (Eligibility Documents)
 - 2. Opening of Bids (Technical and Financial Proposal)
 - ✓ 33. Post Qualification Report by the Technical Working Group
 - ✓ 34. Such other documents peculiar to the contract and/or to the mode of procurement and considered necessary in the auditorial review and in the technical evaluation thereof
 - 1. Contractor's latest income/business tax returns
2. The SECOND PARTY shall supply manpower/labor, equipment and tools pursuant to the NOTICE OF AWARD, and that the hiring of manpower/labor force shall be in accordance with R.A. No. 6685
3. The provision of liquidated damages as provided under Section 68 of amended IRR of R.A No. 9184 shall be applied in case of breach of this agreement;
4. All damages and losses of whatever nature that may be suffered by third party persons as a result, directly or indirectly, of the fault or negligence of the SECOND PARTY in the execution of its work or performance of its undertaking under this Contract shall be sole responsibility of the SECOND PARTY. The SECOND PARTY therefore shall save and hold the FIRST PARTY free and exempt from all claims for damages, losses, penalties and liabilities of whatever kind or nature including all causes of action, suits, judgements, arising from death or injury to persons or damage to property resulting from the SECOND PARTY's fault or failure to exercise the diligence required in the execution of its work and in the performance of its undertakings.
- It is the duty of the SECOND PARTY to minimize if not eliminate the incidence of such damages or losses that may be inflicted upon third persons, to provide all necessary safeguards including the posting of warning signs at strategic points of the work area and its vicinity to the end that incidents that may result in injury or death to persons and damage to property may be avoided or prevented.
5. Should there be any dispute or controversy in connection with this contract, or difference between parties arising from the interpretation of this contract, the parties hereto shall, as far as practicable settle the same amicably. Parties hereby agree that the venue for action or any causes of

CONTRACT AGREEMENT FOR SURVEY WORKS AND
INDIVIDUAL LOT TITLING OF PORTION OF CAMP ATIENZA
BRGY. LIBIS, QUEZON CITY


actions which may arise from the contract shall only be at proper court of Quezon City, Metro Manila, Philippines to the exclusion of other courts.

6. The SECOND PARTY shall assume full responsibility of all the works within the LIABILITY PERIOD, defines as, up to the final acceptance and, further WARRANTS OR GUARANTEES the completed works within a period provided under Section 62.2 3.2 of the amended Implementing Rules and Regulations of Republic Act 9184,
7. The completion of the Contract: SURVEY WORKS AND INDIVIDUAL LOT TITLING OF PORTION OF CAMP ATIENZA BRGY. LIBIS, QUEZON CITY including Boundary Survey, Topographic Survey, Structural Survey, Subdivision Survey and Individual Lot Titling shall be undertaken within One Hundred Twenty (120) Calendar Days from the receipt of the duly executed contract agreement and the Notice to Proceed (NTP).

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and place first above written.

NATIONAL HOUSING AUTHORITY

First Party
By:



MAURA D. AGGARAO
Officer-In-Charge /
NCR-East Sector

**DIMACULANGAN LAND
SURVEYING SERVICES**

Second Party
By:


DIOKNO M. DIMACULANGAN
Sole Proprietor

Signed in the Presence of:


ROSE MICHELLE P. MAHAMUD
Officer-In-Charge
QCDO, NCR-East Sector


EFREN J. HUGO, JR.
Chief Corporate Accountant
NCR-East Sector
RFA NO.: 121-87-12

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

WITNESSETH:


EFREN J. HUGO, JR.
Chief Corporate Accountant
NCR-East Sector
RPA NO. 2227-87, 82


ROSE MICHELLE P. MAHAMUD
Officer-in-Charge
QCDO, NCR-East Sector

DIMACULANGAN LAND SURVEYING:
SERVICES:


DIOKNO M. DIMACULANGAN
Sole Proprietor

NATIONAL HOUSING AUTHORITY:


MAURA D. AGGARAO
Officer-in-Charge
NCR-East Sector

BEFORE ME, a Notary Public, for and in Quezon City, Metro Manila,
personally appeared MAURA D. AGGARAO with _____, known to
me to be the same person who executed the foregoing instrument and that she
acknowledged to me that the same is her own free and voluntary act and deed
and that of the entity she respectfully represents.

The foregoing instrument refers to an Agreement consisting of Six (6)
pages including this page in which this acknowledgement is written and signed
by the parties and their instrumental witnesses on each and every page and
sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on this _____ day of _____ at
Quezon City, Metro Manila, Philippines.

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Page No. 33
Book No. 41
Series of 2022


ATTY. RYAN C. VALIENTE
Adm. No. 13
Extended office: 1st floor Bldg. No. 3795
Northwest Avenue, Quezon City
MVA Bldg. 5th Floor, Quezon City
RPA No. 2227-87, 82
RTP No. 218126, ACS 2002, D.C.
ISP No. License Number, No. 014336; Cagayan

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public, for and in Quezon City, Metro Manila,
personally appeared **DIOKNO M. DIMACULANGAN** with District License No. NR-85-020013
known to me to be the same person who executed the foregoing instrument and
that he acknowledged to me that the same is his own free and voluntary act and
deed and that of the entity he respectfully represents.

The foregoing instrument refers to an Agreement consisting of Six (6)
pages including this page in which this acknowledgement is written and signed
by the parties and their instrumental witnesses on each and every page and
sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on this MAY 03 2022 day of _____ at
Quezon City, Metro Manila, Philippines.

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Book No. LXXXIV
Series of 2022

ATTY. GRIEY DIMACULANGAN
Notary Public for and in Quezon City
No. 34 E. ... West Triangle, Q.C.
A2... (2022-2023)
IDP... 2022
PTR No. ... 2022
MCLE Compliance No. VII-0003240(05-25-21)
My Commission Expires on December 31, 2023

WITNESSETH:

EFREN J. HUGO, JR.
Chief Corporate Accountant
NCR-East Sector
AFA No.: 5231-87-32

ROSE MICHELLE P. MAHAMUD
Officer-In-Charge
QCDO, NCR-East Sector

DIMACULANGAN LAND SURVEYING
SERVICES:

DIOKNO M. DIMACULANGAN
Sole Proprietor

NATIONAL HOUSING AUTHORITY:

MAURA B. AGGARAO
Officer-In-Charge
NCR-East Sector