

**CONTRACT FOR THE CONSULTANCY SERVICES FOR THE CONDUCT OF
RELOCATION SURVEY, DUE DILIGENCE AND PROCESS OF TRANSFERRING
OF REGISTERED NAME OF LAND TITLES COVERED UNDER PROCLAMATION
NO. 629 (LOT 1) SERIES OF 1969, AND PROCLAMATION NOS. 900 (LOT 3), 939
(LOT 4), AND 899 (LOT 5), SERIES OF 1971**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and executed this ____ day of _____ 2021 in the
Freeport Area of Bataan (FAB), Mariveles, Bataan, by and between:

The **AUTHORITY OF THE FREEPORT AREA OF
BATAAN**, a body corporate created and existing under
Republic Act No. 9728, as amended by Republic Act No.
11453, with office address at the Second Floor, AFAB
Administration Building, Freeport Area of Bataan,
Mariveles, Bataan, represented herein by its Administrator,
EMMANUEL D. PINEDA, who is duly authorized,
hereinafter referred to as the "AFAB";

-and-

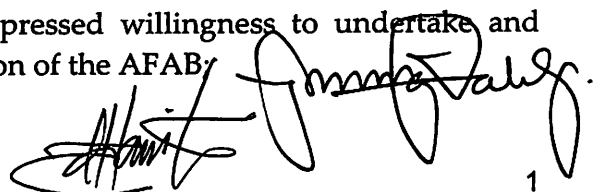
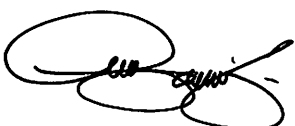
VALDEZ SURVEYING AND REALTY SERVICES, a duly
organized and existing business under Philippine laws, with
office address at Unit 3, 3rd Floor, Megatower II, Tecson St.,
Salud Mitra, Baguio City, represented herein by its Owner,
PONCIANO G. VALDEZ JR., who is likewise duly
authorized, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the AFAB requires the **CONSULTANCY SERVICES FOR THE
CONDUCT OF RELOCATION SURVEY, DUE DILIGENCE AND PROCESS OF
TRANSFERRING OF REGISTERED NAME OF LAND TITLES COVERED UNDER
PROCLAMATION NO. 629 (LOT 1) SERIES OF 1969, AND PROCLAMATION NOS.
900 (LOT 3), 939 (LOT 4), AND 899 (LOT 5), SERIES OF 1971**, hereinafter referred to as
the "PROJECT";

WHEREAS, a competitive bidding process was conducted by the AFAB in
accordance with Republic Act No. 9184 and its Revised Implementing Rules and
Regulations, and the CONSULTANT was selected as the most qualified and competent
to undertake the PROJECT;

WHEREAS, the CONSULTANT has expressed willingness to undertake and
successfully complete the works to the satisfaction of the AFAB;



NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the AFAB and the CONSULTANT, hereinafter collectively referred to as the "PARTIES", agree as follows:

ARTICLE I SCOPE OF WORK

1.1 The CONSULTANT shall undertake the PROJECT for the AFAB in accordance with the following documents, which shall be deemed integral parts of this Agreement, and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:

- a. The Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the CONSULTANT;
- b. The other documents or the statements contained in the bidding envelopes submitted by the CONSULTANT;
- c. The additional Post-Qualification Documents submitted by the CONSULTANT;
- d. The Terms of Reference (TOR) and Supplemental to the TOR posted in the PhilGEPS;
- e. The Invitation to Apply for Eligibility and to Bid and all Bidding Documents issued by the AFAB, including the General Conditions and Specifications, Plans, Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
- f. The Resolution of the Bids and Awards Committee declaring the Lowest Complying Responsive Bidder and Recommendation for Award;
- g. The AFAB's Notice of Award with the CONSULTANT's conforme thereto;
- h. The CONSULTANT's Performance Bond;
- i. Work Plan, Scope of Work and Specification, as stated in the Bidding Documents; and,
- j. Other requirements of prevailing laws, rules and regulations and executive orders applicable thereto.

1.2 The works to be done under this Agreement shall include, but shall not be limited to the following, as described in detail in the Terms of Reference, Supplemental and Specification provided by the AFAB:

- a. Survey Control Plan;

- b. Land Survey;
- c. Facilitate the manning services during the said consultancy period and the equipment to be used for the relocation survey of Lots 1, 3, 4, and 5;
- d. Conduct of due diligence in tracing back of private titles within Lots 1, 3, 4, and 5, as well as due diligence to secure documentary requirements for the issuance of Special Patent/s for Lot 3;
- e. Conduct of historical or back tracing of each and every title, either private or public, with supporting documents of transfer and formulate action points and specific legal recommendations for each parcel of land with contentions and/or private titles embraced and covered by P.Ns. 629 (Lot 1), 900 (Lot 3), 939 (Lot 4), and 899 (Lot 5);
- f. Final Legal Action Plan;
- g. Transfer of Land Title in the name of the Authority of the Freeport Area of Bataan; and
- h. Appear and testify in any hearing before any judicial and quasi-judicial bodies for the AFAB as expert witness, if necessary, even after the duration of the services, without any additional cost to the AFAB.

1.3 The CONSULTANT shall furnish all labor, materials, equipment and supplies, and the performance of all operations necessary for complete implementation of the PROJECT, all in strict compliance with the terms and conditions of this Agreement, as well as all the applicable terms and conditions of the documents listed in Section 1.1 above.

ARTICLE II CONTRACT PRICE

2.1 As consideration for the full and faithful performance and accomplishment of all the obligations specified in Article I above which the CONSULTANT agrees to undertake, perform and accomplish, the AFAB shall pay the CONSULTANT the total contract price of **THIRTY-TWO MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED TWENTY-EIGHT PESOS (PHP 32,525,528.00)**, in accordance with Article XIV of this Agreement.

ARTICLE III TERMS OF PAYMENT

3.1 **Advance Payment:** Within fifteen (15) days from the effectivity of this Agreement, upon the written request of the CONSULTANT, the AFAB shall advance the amount of **FOUR MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE PESOS and TWENTY CENTAVOS (PHP 4,878,892.20)**, which is equivalent to fifteen percent (15%) of the total contract price, to cover the CONSULTANT's mobilization expenses. This advance payment shall be made only upon the submission to and acceptance by the AFAB of an irrevocable standby letter of credit of equivalent value issued by a bank or similar entity acceptable to the AFAB.

The advance payment shall be repaid by the CONSULTANT by an amount equal to the percentage of the total contract price used for the advance payment.

3.2 Progress Billing: Payment for progress billing submitted by the CONSULTANT to the AFAB shall be based upon submission of all production requirements to the AFAB as defined in the Schedule of Works in the Project Management Plan including all related Survey and Legal Action Plan deliverables on an "as per accomplishment" basis.

Accomplishment shall be based on the total land area accomplished per scope as defined in the ToR, computed against the budget as described in Section 9.0. thereof. Payments shall be upon submission by the Consultant and AFAB's acceptance of deliverables as mentioned in Section 7.0 of the ToR.

The CONSULTANT shall submit to the AFAB a regular progress report highlighting project updates and status of accomplishment including project issues and concerns, agreements made between AFAB and the Consultant, among other important aspects of project monitoring.

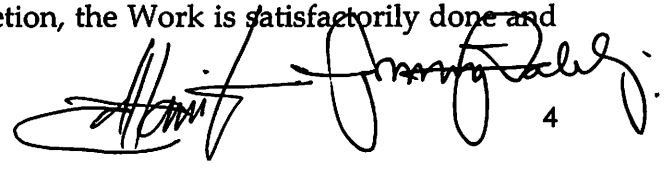
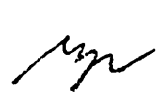
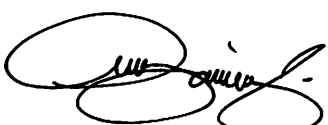
The CONSULTANT shall also submit to the AFAB a work program presented through a Gantt Chart showing detailed activities and status of accomplishment.

3.3 Final Payment: Final Payment to the CONSULTANT shall be subject to the issuance of a Certificate of Completion of the contract work by the AFAB; *Provided, however,* that three percent (3%) of the Contract Price shall be excluded from the final payment to cover for court appearances within a two (2)-year holdover period, which shall be released upon completion thereof and issuance of the Certificate of Acceptance by the AFAB Legal Department that all the terms and conditions of the consultancy service have been fulfilled and completed; *Provided further,* that Final Payment shall still be reduced by whatever balance remains of the amount that is needed in order to return to the AFAB the fifteen percent (15%) advance payment it previously made to the CONSULTANT.

Nothing herein contained shall be construed as a waiver of the right of the AFAB, which is hereby reserved; to reject the whole or any portion of the work should the same be found to have been constructed in violation of the plans and specifications or any conditions or covenants of this Agreement.

3.4 Retention Money: The amount equivalent to ten percent (10%) of each progress payment shall be retained by the AFAB until the works have been completed, as evidenced by the Certification to be issued by the AFAB Legal Department LD that all the terms and conditions of this Agreement had been fulfilled and completed.

Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the CONSULTANT prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the AFAB are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and



on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

The total retention money shall be released upon the issuance of the Certificate of Acceptance of the contract work by the AFAB.

3.5. The Contract Price stipulated above shall not be altered or adjusted due to any fluctuations in the prices of materials and equipment, or for any cause or reason whatsoever aside from possible adjustments in labor cost due to mandatory wage hike promulgated by the National Government and only with respect to the unfinished portion of the PROJECT.

3.6. No certificate given or payment made under this Agreement, except the Certificate of Acceptance or final payment, shall be conclusive evidence of the performance by the CONSULTANT of its covenants and obligations under this Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials.


ARTICLE IV COMMENCEMENT AND COMPLETION OF WORK

4.1 The CONSULTANT shall commence execution of the PROJECT within seven (7) calendar days from receipt of the Notice to Proceed. The CONSULTANT shall finish and complete the PROJECT within **TWO HUNDRED SEVENTY (270) CALENDAR DAYS** from the said date, unless the CONSULTANT requests an extension in writing, stating the reasons thereof, and the AFAB approves the request for extension.

4.2 The CONSULTANT may ask for an extension of the period for completion by a written request to the AFAB due to force majeure or fortuitous event or any other special circumstances as may be determined by the AFAB thirty (30) days prior to the expiration of the contract. The request for extension shall be filed and submitted in writing within ten (10) days from the occurrence of one or more of the events mentioned above. The AFAB shall, within fifteen (15) days from receipt of such written request, with due regard to the facts and circumstances and of the merits or lack of merits of the request, grant or deny the request for extension, as the case may be. The decision of the AFAB on this matter shall be binding upon the CONSULTANT which shall proceed strictly in accordance with such determination. Any extension shall require prior approval by the AFAB.

4.3 For the purpose of Article IV of this Agreement, the term "force majeure" means:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) effects of Government response during the existence of epidemic or pandemic;
- c) rebellion, revolution, insurrection, terrorist act, military or usurped



power or civil war occurring in the Republic of the Philippines;

- d) earthquakes, typhoons or other natural disasters of overwhelming proportions and which an experienced CONSULTANT could not have foreseen and taken protection against. For the avoidance of doubt, a storm signal two or above shall be considered to be force majeure;
- e) labor disputes or strikes except those specifically directed at the CONSULTANT; and
- f) fire or explosion other than at the premises of the CONSULTANT or at the PROJECT site which was not caused by the negligence of the CONSULTANT.

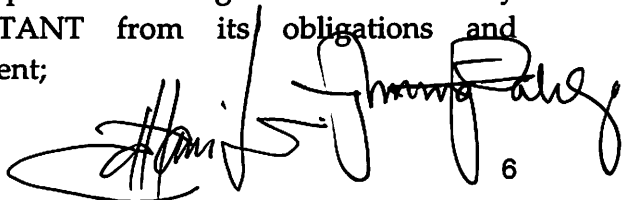
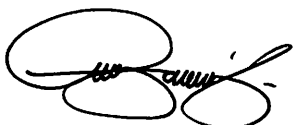
4.4 Notwithstanding the foregoing, no extension of the period for completion of the PROJECT shall be granted in any of the following instances: (a) ordinary unfavorable weather conditions; (b) non-availability of equipment or materials to be furnished by the CONSULTANT; (c) labor problem or dispute involving the CONSULTANT's employees, workers, or personnel or those of its sub-CONSULTANTS, agents, or suppliers; (d) when the reason given for the request for extension had already been considered in the determination of the original completion.

4.5 Upon the completion of the PROJECT, the CONSULTANT shall immediately thereafter remove all surplus materials, waste and rubbish from the premises, if there are any, unless prevented by any unavoidable cause or causes in which case the AFAB shall give the CONSULTANT a reasonable period within which to do so. The CONSULTANT shall indemnify the AFAB for any damages or losses incurred by the latter by reason of the failure of the CONSULTANT to remove such rubbish and materials.

ARTICLE V LIQUIDATED DAMAGES

5.1 Time is of the essence in this Agreement. Should the CONSULTANT fail to complete the PROJECT or fails to satisfactorily complete the work within the period herein stipulated or within the period of extension granted by the AFAB, and the AFAB has certified in writing that the work could reasonably have been completed within the period specified herein or within the extended time, the CONSULTANT agrees:

- a. To pay liquidated damages, and not by way of penalty, in the amount equivalent to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the PROJECT for each calendar day of delay, including Sundays and Holidays, until the work is completed and accepted by the AFAB, in accordance with the formula and conditions set forth in the existing rules and prevailing rules and regulations; *Provided*, that the payment of liquidated damages shall not in any manner relieve the CONSULTANT from its obligations and responsibilities under this Agreement;



- b. To allow the AFAB to engage the services of another third party CONSULTANT to accomplish and finish the PROJECT. All expenses incurred by the AFAB shall be charged to the CONSULTANT, and any additional cost incurred in finishing the PROJECT in excess of the contract price shall be at the expense and for the account of the CONSULTANT. The right of the AFAB to take over the PROJECT under herein condition shall be without prejudice to its other rights provided elsewhere in this Agreement to proceed against the CONSULTANT or to which it may be entitled in law or equity.

5.2 It is further agreed and understood that the right of the AFAB to collect or receive the penalty charge and liquidated damages as compensation for delay in the circumstances herein stated, is in recognition by the parties of the expense and inconvenience likely to be incurred from any need to prove the loss and damage that will be suffered by the AFAB in the event of any such delay on the part of the CONSULTANT. The collection and/or payment of such sums as penalty charges or liquidated damages shall be without prejudice to its rights and remedies against the CONSULTANT provided elsewhere in this Agreement or to which the AFAB may be entitled in law or equity.

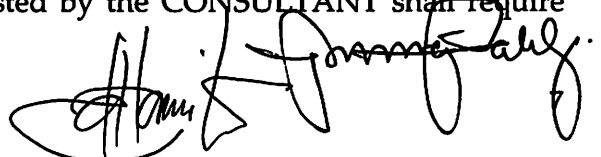
5.3 To give full force and effect to the foregoing, the CONSULTANT hereby, without the necessity of any further act and deed, has authorized the AFAB to deduct any amount that may be due under Section 5.1 (a) above, from any and all moneys or amounts due or which will become due to the CONSULTANT by virtue of this Agreement and/or to collect such amounts from the performance bond filed by the CONSULTANT in accordance with this Agreement.

ARTICLE VI CHANGE ORDER AND/OR ADDITIONAL WORK

6.1 The AFAB may, at any time, by a written order to the CONSULTANT, make changes in the schedule and work required under this Agreement, subject to existing laws and prevailing rules and regulations. If any such change causes an increase or decrease in the work or the time required for performing the work, an equitable adjustment shall be made of the contract price and completion date upon mutual agreement of the PARTIES reflecting such adjustments by way of a written variation order.

6.2 Should the AFAB find it necessary to have any additional work carried out for purposes of the PROJECT in addition to the contracted work, such additional work will be carried immediately by the CONSULTANT upon receiving a written instruction from the AFAB. Adjustment in terms of additional cost or completion date, or both, will be reflected by written extra work order or supplemental contract, as agreed by the AFAB. Any work done without such written order shall be for the sole account of the CONSULTANT.

6.3 Any change or additional work requested by the CONSULTANT shall require



prior approval by the AFAB subject to the period provided under Section 4.2.

**ARTICLE VII
PERFORMANCE SECURITY**

7.1 Upon signing this Agreement, the CONSULTANT shall furnish the AFAB a performance security in the form of cash, bank guarantee or letter of credit, or surety bond, or any combination of the foregoing, as a guarantee for the performance of the contract work and to cover payments and obligations arising from this Agreement, subject to Section 32.2 of the Instruction to Bidders as well as existing laws and prevailing rules and regulations. Such performance security shall remain and continue to be full in force and effect until issuance of the Certificate of Acceptance.

7.2 The performance security may be released and returned to the CONSULTANT after the issuance of the Certificate of Final Acceptance, *Provided*, that no pending claims against the CONSULTANT or surety company is filed by the AFAB; the CONSULTANT has no pending claims for labor and materials filed against it, and other terms as may be specified in relevant laws.

7.3 It is understood by the Parties that the AFAB may increase the required amount of the performance security, or require the CONSULTANT to furnish a replacement security, if circumstances so warrant to protect the interest of the AFAB.

7.4 Any changes in this Agreement (whether such changes increase or decrease the amount thereof) or any change in time or payment to the CONSULTANT or any changes, extensions, alterations, modifications or innovations mutually agreed upon in writing, shall in no way annul, release or effect the liability of the CONSULTANT and the surety or sureties on the bonds given by the CONSULTANT.

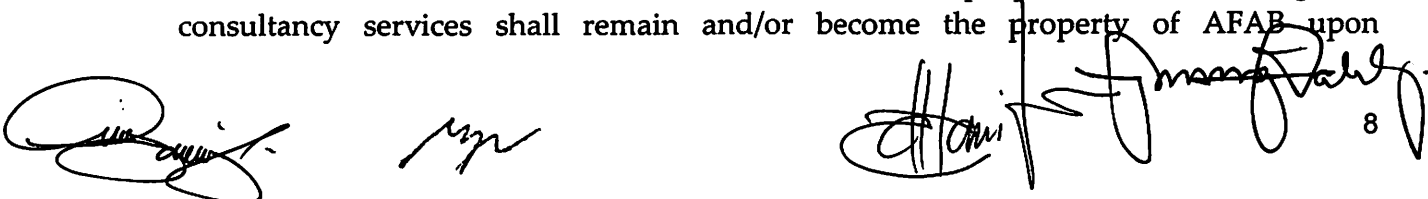
7.5 Any alteration, modification or changes in this Contract, or any of the documents attached and made integral part hereto, does not need the approval of the surety to bind the surety or the company issuing the surety and/or performance bond.

**ARTICLE VIII
OWNERSHIP**

8.1 The reports, drawings, documents and materials compiled or prepared in the course of the performance of the Services shall be absolute properties of AFAB and shall not be used by the CONSULTANT for other purposes without the prior written approval of AFAB.

8.2 The AFAB shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable materials developed, output, and deliverables submitted in relation to this Agreement.

8.3 All documents and materials supplied by AFAB or for which payments were made or reimbursed to the CONSULTANT for the purpose of undertaking this consultancy services shall remain and/or become the property of AFAB upon

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termination of this Agreement.

8.4 AFAB agrees to use reasonable means to protect Project Outputs from unauthorized use, reproduction or publication.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.1 The CONSULTANT warrants that it is a competent, qualified and experienced CONSULTANT, equipped, organized, insured and financed to perform the works and complete the PROJECT in an efficient and professional manner and meeting all of the requirements of this Agreement.

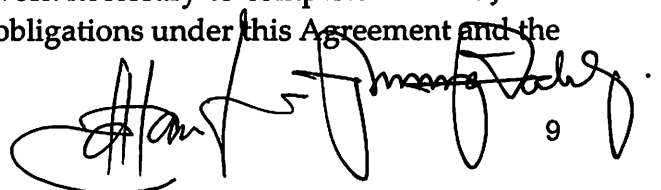
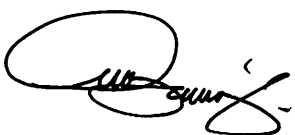
9.2 The CONSULTANT represents and warrants to the AFAB that:

- a) It is a company duly organized, validly existing and is current on all payments to maintain such existence under the laws of the Republic of the Philippines;
- b) It has all necessary power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Agreement to which it is a party and each of the executions, delivery and performance by it of this Agreement has been duly authorized by all necessary actions on its part, does not require any approval from any trustee, lessor or holder of any indebtedness or other obligation of it;
- c) It is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete its obligations under the Agreement; and
- d) There is no action, suit or proceeding, at law or in equity, or official investigation before or by any government authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under the Agreement or on the validity or enforceability of the Agreement.

9.3 The CONSULTANT represents that it had and shall maintain throughout the period of this Agreement the adequate capitalization, financial capability, technical know-how and manpower to undertake and complete the PROJECT.

9.4 The CONSULTANT warrants that, on or before the date of completion of the work, it shall have obtained any and all permits, clearances and approvals from the proper authorities in accordance with its undertaking.

9.5 The CONSULTANT shall perform the work necessary to complete the PROJECT and give all notices and comply with all other obligations under this Agreement and the



Contract Documents promptly and with due diligence.

9.6 The CONSULTANT shall commence, perform and complete the PROJECT in an expeditious and diligent manner in accordance with this Agreement and the Contract Documents including any amendments thereto.

9.7 The CONSULTANT shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by its project.

9.8 Should the CONSULTANT fail to comply with the preceding paragraph, it shall be perpetually disqualified from participating in any public bidding conducted by the AFAB, without prejudice to any available and necessary actions.

ARTICLE X RIGHTS OF THE AFAB

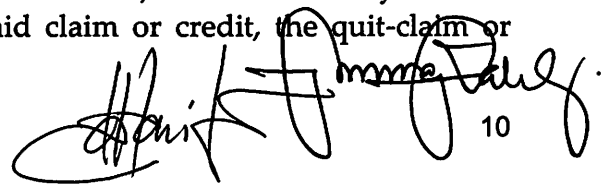
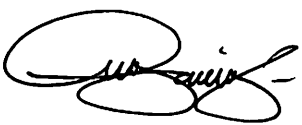
10.1 The PARTIES agree that certain rights shall be accorded to the AFAB, including but not limited to, the right to inspect the PROJECT and discuss matters about the contract work, and the right to approve the contract, payments to the CONSULTANT, change order or additional work, supplemental contracts, time extension and work suspension and resumption of suspended works.

10.2 The PARTIES agree that any breach of the provisions of this Agreement shall entitle the AFAB to suspend funding of the PROJECT or otherwise withhold release of any payments hereof, until such breach shall have been settled or remedied by the CONSULTANT to the AFAB's satisfaction.

ARTICLE XI COMPLETION AND ACCEPTANCE OF WORK

11.1 The CONSULTANT, upon completion of the project and as per requirement, shall submit the following:

- a. Proof of payment requirement for issuance of Special Patent/s, Unpaid Real Property Tax, Transfer Taxes such as CGT, DST and VAT, and other LRA Registration and IT Fees, if any, of which payment shall be borne by the AFAB and exclusive of the ABC
- b. Transfer Certificate of Titles and Tax Declarations in the name of the AFAB for Proclamation Nos. 629,939, and 899;
- c. Special Patents/s and Original Certificate of Title in the name of the AFAB for Proclamation No. 900;
- d. All other necessary and relevant documents to the foregoing; and
- e. Sworn affidavit stating that all wages and salaries of its staff and employees and all indebtedness connected with the PROJECT (including but not limited to claims of or credits to suppliers, sub-CONSULTANTS and other creditors of the CONSULTANT) have been fully settled; *Provided*, that in case of any unpaid claim or credit, the quit-claim or



release and waiver duly executed by the concerned suppliers, sub-CONSULTANTS or creditors in favor of the AFAB shall be binding.

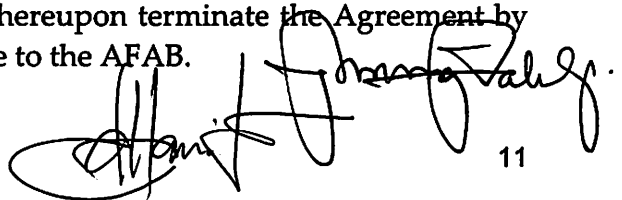

11.2 No act of the AFAB nor any of its representatives supervising or directing the work, nor any extension of time for the completion of the PROJECT, shall be regarded as an acceptance of such work or any part therein, either wholly or in part. Acceptance of the work shall be evidenced only by the Certificate of Acceptance issued by the AFAB before any final payment and settlement for any claims on account of work done and materials furnished under this Agreement.

ARTICLE XII TERMINATION OF AGREEMENT

12.1 Termination by the AFAB or by the CONSULTANT, or mutual termination shall be based on the guidelines and conditions set forth in the existing laws and prevailing rules and regulations. Over and above the said conditions, the AFAB has the right to terminate the Agreement on any of the following grounds:

- a. Delay in the completion of the work exceeding a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted by the AFAB in writing to the CONSULTANT. In such case the AFAB may forfeit the CONSULTANT's performance security and take-over the execution of the PROJECT or award the same to qualified entity through negotiated contract;
- b. Any change in ownership or control, whether arising from sale, assignment, transfer or other disposition of the capital stock of the CONSULTANT;
- c. If the CONSULTANT becomes insolvent, or a party to any voluntary or involuntary proceeding to seek relief from creditors or form bankruptcy, receivership, liquidation or the winding – up of its business; and
- d. Any other act or omission by the CONSULTANT that constitutes a material breach of the Agreement including the PROJECT/contract documents enumerated in Section 1.1 hereof, or unless otherwise terminated for failure of the CONSULTANT to perform its obligations under this Contract, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).

12.2 The CONSULTANT shall promptly notify the AFAB in writing of any situation or occurrence beyond its reasonable control which makes it impossible to carry out its obligations under this Agreement. Upon confirmation in writing by the AFAB of the existence of any such event, the CONSULTANT shall be relieved from the liabilities for failure to carry out such obligation and it may thereupon terminate the Agreement by giving not less than thirty (30) days written notice to the AFAB.



ARTICLE XIII REMEDIES AND WAIVER

13.1 All remedies herein given to the AFAB, and all the rights and remedies available to the AFAB by law shall be cumulative and concurrent. No termination of this Agreement shall deprive the AFAB of any of its remedies or action against the CONSULTANT for retention of payments or damages, for breach of any covenant of this Agreement; this right of action shall be in addition to any other remedies granted to the AFAB under existing laws, prevailing rules and regulations.

13.2 No inspection made by the AFAB or any of its representatives; nor any order by the AFAB for the payment of money; nor the payment after acceptance of the whole or part of the PROJECT, nor any extension of the contract time granted by the AFAB, nor any possession taken by the AFAB or its employees or representatives shall be construed as a waiver by the AFAB of any provision of this Agreement. Nor shall the bringing of any actions for the damages or breach of contract, or the resort to any other remedy, be construed as a waiver of the right of the AFAB to take over the PROJECT.

13.3 The CONSULTANT shall be responsible for, and shall indemnify and hold the AFAB free and harmless from, any and all losses, costs, expenses and damages arising out of or in connection with any claim or cause of action in respect of any injury, sickness, disease, death or accident which may happen to any person or persons or any loss of or any damage to property on account of the execution of the works covered by this Contract. In this connection, the CONSULTANT shall provide all the necessary safeguards, warning signs and all safety precautions for all workers and third parties during the progress of the work.

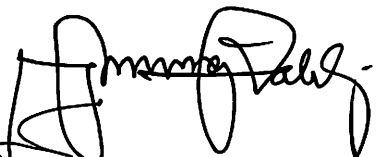

ARTICLE XIV TAXES

14.1 In relation to this Agreement, the CONSULTANT shall pay taxes in full and on time. Failure to do so will entitle the AFAB to suspend the payment on the services delivered by the CONSULTANT.

14.2 For the duration of this Agreement, the CONSULTANT shall also present to the AFAB, on an annual basis, a tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

ARTICLE XV CONFIDENTIALITY

15.1 The CONSULTANT shall not, during the term of this Agreement and indefinitely thereafter, disclose any proprietary or confidential information relating to the consultancy services, this Agreement, and AFAB's relevant business or operations, without prior written consent of the AFAB.



15.2 The Parties agree that any confidential information which they obtain through their transactions with each other or as a result of the relationship contemplated by this Agreement shall be kept confidential. The AFAB and the CONSULTANT agree that they will not, without express written consent of the other, use or disclose to any other person such information during and after the expression of this Agreement, except as required by law.

15.3 This Agreement shall be subject to annual or necessary review for the purpose of evaluating the quality of the information shared and disclosed.

ARTICLE XVI
EFFECTIVITY AND VALIDITY

16.1 This Agreement shall take effect upon the date of receipt by the CONSULTANT of the Notice to Proceed from the AFAB.

16.2 Republic Act No. 9184, also known as "The Government Procurement Reform Act", and its Revised Implementing Rules and Regulations, as well as issuances of the Government Procurement Policy Board (GPPB) and the Conditions stated in the Bidding Documents, shall apply to this Agreement.

16.3 All notices called for by the terms of this Agreement shall be effective only at the time of written acknowledgment of receipt thereof, and only when received by the Parties to whom they are addressed.

16.4 This Agreement is executed and delivered in five (5) original copies.

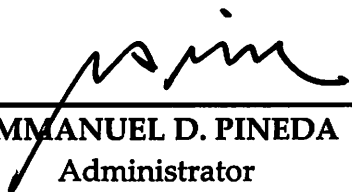
IN WITNESS WHEREOF, the Parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**


**VALDEZ SURVEYING AND
REALTY SERVICES**

BY:

BY:



EMMANUEL D. PINEDA
Administrator

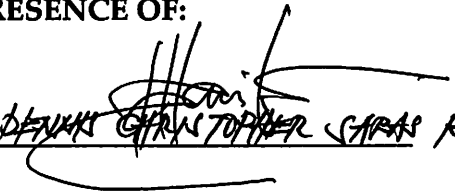


PONCIANO G. VALDEZ JR.
Owner

SIGNED IN THE PRESENCE OF:



ANNE (MARIE G) RAMIREZ



DENNIS G. RAMOS

ACKNOWLEDGMENT

Republic of the Philippines)
BAGUIO CITY) S.S.

BEFORE ME, this AUG 25 2021 at the above jurisdiction, personally appeared:

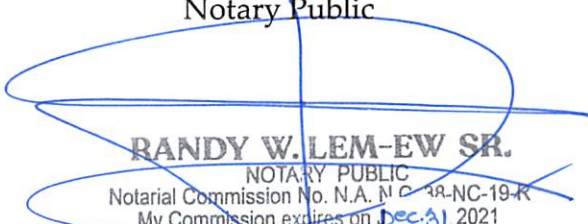
NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
EMMANUEL D. PINEDA	Passport No. P094436B	Manila/7 March 2029
PONCIANO G. VALDEZ JR.	Geodetic Engineer PRC Id No. 0005322	July 26, 2024 issued at PRC Baguio City

both known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, as well as the entities represented herein.

This instrument refers to a "Contract for the Consultancy Services for the Conduct of Relocation Survey, Due Diligence and Process of Transferring of Registered Name of Land Titles Covered Under Proclamation No. 629 (Lot 1) Series of 1969, and Proclamation Nos. 900 (Lot 3), 939 (Lot 4), and 899 (Lot 5), Series of 1971" consisting of fourteen (14) pages, including the page whereon this acknowledgment is written, and signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and at the place first written above.

Doc. No. 174 ;
Page No. 35 ;
Book No. XII ;
Series of 2021.

Notary Public

RANDY W. LEM-EW SR.
NOTARY PUBLIC
Notarial Commission No. N.A. M C 4R-NC-19-R
My Commission expires on Dec. 31, 2021
Roll No. 67798 5/25/17, Manila
PTR No.: 4750840, 1/06/21, Baguio City
IBP No.: 006729, 01/05/21, Baguio City
Rm. 2LA Sacred Heart Bldg., Diego Silang St., B.C.
Mobile no.: 0918-400-6899, 0956-2862-672






Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
PROFESSIONAL IDENTIFICATION CARD







LAST NAME	▶ VALDEZ
FIRST NAME	▶ PONCIANO JR
MIDDLE NAME	▶ G
REGISTRATION NO.	▶ 0006322
REGISTRATION DATE	▶ 08/08/2000
VALID UNTIL	▶ 07/26/2024

GEODETIC ENGINEER





Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
PROFESSIONAL IDENTIFICATION CARD





LAST NAME	▶ VALDEZ
FIRST NAME	▶ PONCIANO JR
MIDDLE NAME	▶ GAMIDO
REGISTRATION NO.	▶ 0025717
REGISTRATION DATE	▶ 08/17/2016
VALID UNTIL	▶ 07/26/2024

REAL ESTATE BROKER


Ponciano Jr. Valdez
Ponciano Jr. Valdez
Ponciano Jr. Valdez

[Signature]