

**Contract for Consulting Services for the Architectural and Engineering (A & E)
Design for the Proposed Development of the Seven (7) Storey
with Covered Roof deck HLURB Office Building**

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, this ^{7th} day of August, 2014 by and between:

The **HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government agency with principal office address at HLURB Compound, Kalayaan Ave. corner Mayaman St., Diliman, Quezon City, Philippines, herein referred to as the "**PROCURING ENTITY**" and represented herein by its Chief Executive Officer and Commissioner, **ATTY. ANTONIO M. BERNARDO**, who is duly authorized to represent the same in this agreement,

AND

ARCH. JONATHAN O. GAN & ASSOCIATES, a DTI-registered sole proprietorship, with postal address at 10 St. Paul Street, Horseshoe, Quezon City, Metro Manila, duly represented by its Authorized Representative, **ARCH. CONRAD C. ERFE**, herein referred to as the "**CONSULTANT**",

WITNESSETH THAT

WHEREAS, the **PROCURING ENTITY** posted an invitation to submit proposals for the procurement of Consulting Services for Architectural and Engineering (A&E) Design for the Proposed Development of the Seven (7) Storey with Covered Roofdeck HLURB Office Building;

WHEREAS, the **CONSULTANT** was found to have the necessary expertise and resources to provide the consulting services as called for and specified in the Terms of Reference (TOR) issued for the aforesaid bidding;

WHEREAS, the **CONSULTANT** obtained the highest rated and responsive bid, with a rating of 92%, using the Quality-Based Evaluation/Selection (QBE/QBS) Procedure as provided for under Republic Act. 9184 and its Revised Implementing Rules and Regulations (IRR);

WHEREAS, the **PROCURING ENTITY** awarded the consulting services to the **CONSULTANT**.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and covenants hereinafter specified, the parties hereto have signed and hereby agree as follows:

In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

SECTION 1. SCOPE OF SERVICES

The **CONSULTANT**, for and in consideration of the contract price, as hereinafter provided, agrees to execute and complete the Consulting Services, and remedy any defects therein, in conformity with the provisions of this Contract in all respects. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, viz:

- a) General and Special Conditions of Contract;
- b) Terms of Reference;
- c) Request for Expression of Interest;
- d) Instruction to Bidders;
- e) Bid Data Sheet;
- f) Addenda and/or Supplemental/Bid Bulletins, if any;
- g) Bid Forms, including all documents/statements contained in Bidder's bidding envelopes, as annexes;
- h) Eligibility Requirements, documents and/or statements;
- i) Performance Security;
- j) Credit line issued by a licensed bank, if any;
- k) Notice of Award of Contract and Winning Bidder's *conforme* thereto; and
- l) Other contracts or documents that may be required by existing laws and/or the Procuring Entity.

In addition, the **CONSULTANT** shall submit a budgetary cost-benefit analysis on its proposed design to allow the **PROCURING ENTITY** to evaluate all of the potential costs and revenues that may be generated if the office building is completed.

The **CONSULTANT** shall also allow reasonable time for conferences with the **PROCURING ENTITY** throughout the implementation of the Contract.

SECTION 2. SERVICES COMPLETION PERIOD

The consultancy services shall be fully complete and ready for implementation within 120 calendar days, reckoned from the receipt by the **CONSULTANT** of the Notice to Proceed.

SECTION 3. CONTRACT PRICE

For an in consideration of the faithful performance by the **CONSULTANT** of its duties and obligations under this Contract, the **PROCURING ENTITY** agrees to pay the **CONSULTANT** the total amount of TWELVE MILLION Philippine Pesos (PhP12,000,000.00), inclusive of twelve percent (12%) VAT, and other taxes, legal fees and charges, which shall be paid in accordance with pertinent accounting and auditing rules, regulations.

Should the **PROCURING ENTITY** require the **CONSULTANT** to perform work outside the Scope of Services, defined under Section 1 above, the additional cost shall be added to the Contract Price. Likewise, should the **CONSULTANT** be ordered to omit work, the same shall be deducted from the Contract Price. In either case, the additional cost or reduction shall be mutually agreed upon in writing by the parties before its execution and shall be subject to pertinent accounting and auditing rules and regulations.

