



**CONTRACT FOR CONSULTING SERVICES FOR THE  
DEVELOPMENT OF THE REAL ESTATE MANAGEMENT (REM),  
HOMEOWNERS ASSOCIATION (HOA) AND CASE SYSTEMS OF HLURB**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract, made and entered into in Quezon City, Philippines, this 08 day of JUL 08 2015 by and between:

The **HOUSING AND LAND USE REGULATORY BOARD**, a government entity with principal office address at HLURB Bldg., Kalayaan Ave., Cor. Mayaman St., Diliman, Quezon City, 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

**ASIAGATE NETWORKS, INC.**, a duly registered company under the laws of the Philippines with office address at G/F RCI Building, 105 Rada Street, Legaspi Village, Makati City, duly represented by its Chief Operating Officer, **MS. LIZA A. DE LOS REYES**, hereinafter referred to as "**ASIAGATE or CONSULTANT/DEVELOPER.**"

**WITNESSETH THAT:**

**WHEREAS**, the **PROCURING ENTITY** posted the Request for Expression of Interest for the procurement of Consulting Services for the development of the Real Estate Management, Homeowners Association and Case Systems;

**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 83% using the Quality-Based Evaluation/Selection (QBE/QBS) Procedure as provided for under Republic Act No. 9184 and its Implementing Rules and Regulations; and,

**WHEREAS**, the **PROCURING ENTITY** awarded the contract for 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

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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) Plans/Drawings;
- h) Invitation to Bid;
- i) Bidding Documents;
- j) Supplemental Bid;
- k) Bid Forms, including all documents/statements contained in Bidder's bidding envelopes, as annexes;
- l) Eligibility Requirements, documents and/or statements;
- m) Performance Security;
- n) Credit line issued by a licensed bank, if any;
- o) Net Financial Contracting Capacity (NFCC);
- p) Notice of Award of Contract and Winning Bidder's *conforme* thereto; and
- q) Other contracts or documents that may be required by existing laws and/or the Procuring Entity.

## SECTION 2. SERVICES COMPLETION PERIOD

The consulting 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 and 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 **THREE MILLION FOUR HUNDRED SIXTY EIGHT THOUSAND EIGHTY Philippine Pesos (P 3,468,080.00)**, 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.

For the given Scope of Services in this Contract, the Contract Price shall be considered as



the fixed price and therefore not subject to price escalation after contract signing.

#### SECTION 4. TERMS OF PAYMENT

The payment scheme below shall be observed in the processing of payment in favor of the **CONSULTANT**:

- a. Ten percent (10%) of the above fee shall be payable upon submission of Inception Report containing project work plan.
- b. Twenty percent (20%) of the above fee shall be payable upon completion of Systems Requirement Specification and Technical Specification Document as approved by the **PROCURING ENTITY**.
- c. Forty percent (40%) of the above fee shall be payable upon completion of the following - Format for data to be imported/migrated, migrated data, beta version, and system installer, system installation disk, as approved by the **PROCURING ENTITY**.
- d. Twenty percent (20%) of the fee shall be payable upon completion of Training Manuals, Training Report and System Documentation, as approved by the **PROCURING ENTITY**.
- e. Ten percent (10%) of the fee shall be payable upon completion of the updated system design documents and User Acceptance Certificate document, as approved by the **PROCURING ENTITY**.

A ten percent (10%) retention fee shall be deducted for each billing item. The retention fee shall be returned by the HLURB to the **CONSULTANT/DEVELOPER** after three (3) months from project completion or when the REM, HOA and Case Systems have been fully tested by the HLURB and can perform all the functionalities defined in the final system design. The retention fee may be forfeited if the HLURB Systems cannot perform the designated functionalities three (3) months after its turnover.

#### SECTION 5. TERMINATION OF CONTRACT

Either party may terminate the Contract if the other party is in material breach of its obligations under said Contract and the latter has not remedied the same within sixty (60) calendar days following its receipt of the former's notice specifying such breach, subject to the provisions of the Bidding Documents.

#### SECTION 6. OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY OF DATA AND INFORMATION

All data and information related to this Contract shall be treated as strictly confidential and shall not be released without the written consent of **PROCURING ENTITY**.



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Ownership of all reports, databases, masterlists, documentations and technical manuals, etc., prepared by the **CONSULTANT** in the performance of the services subject of this Contract shall be vested solely upon the **PROCURING ENTITY**, which shall have copyright over the same and the exclusive and irrevocable right to publish, reproduce, distribute, and use the work for government or public purpose.

#### **SECTION 7. NO EMPLOYER-EMPLOYEE RELATIONSHIP**

It is understood and expressly agreed that nothing in this Contract shall be construed as establishing the relationship of employer and employee between the **PROCURING ENTITY** and the **CONSULTANT**, including all the latter's personnel, workers and subcontractors. Hence, the **PROCURING ENTITY** is not liable for any and all employee money claims and damages by reason of the **CONSULTANT's** performance of the duties and obligations under the Contract.

Accordingly, the **CONSULTANT** shall, at all times, be directly responsible for the enforcement of the Labor Code of the Philippines, and other pertinent labor and social legislations, for all workers and personnel it employs for the Contract and thereby relieves the **PROCURING ENTITY** from any and all liabilities and responsibilities whatsoever in this regard.

#### **SECTION 8. DISPUTE RESOLUTION**

The **PROCURING ENTITY** shall have the right to declare the Contract rescinded and terminated, after due notice, upon failure of the **CONSULTANT** to comply with any of its terms and conditions, without prejudice to the right of the **PROCURING ENTITY** to proceed against the **CONSULTANT** as may be warranted by the facts and circumstances of the case, including forfeiture of the performance security and/or the filing of appropriate administrative, civil and/or criminal charges against responsible persons.

All actions and controversies that may arise from the Contract, including but not limited to demands for specific performance of obligations and/or in the interpretation of any provision or clause contained herein, shall be brought by the parties exclusively before the proper courts of Quezon City. Administrative or arbitration proceedings shall exclusively be instituted in Metro Manila. Accordingly, the **CONSULTANT** hereby expressly waives all other venues.

In the event a judicial, administrative or arbitration proceedings is instituted, either by the **CONSULTANT** or by the **PROCURING ENTITY**, the Contract Price or any balance thereof, shall be made payable only upon finality of the proceedings. Should the **CONSULTANT** be found liable in whole or in part, it shall pay the **PROCURING ENTITY** damages equivalent to at least twenty percent (20%) of the total amount claimed, in addition to attorney's fees, litigation expenses, and cost of suit.

#### **SECTION 9. CONTRACT EFFECTIVITY**

It is understood that the effectivity of this contract shall be subject to the availability of funds as evidenced by a Certification issued by the **PROCURING ENTITY's** Accountant to the effect that the fund in the amount of **Three Million Four Hundred Sixty Eight Thousand Eighty Philippine Pesos (₱ 3,468,080.00)**, has been appropriated and is available to finance the cost of

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this Contract.

This Contract shall take effect on the date specified in the Notice to Proceed. If any material provision of this Contract should be declared void or in conflict with any applicable law or government regulation, such regulation shall control to the extent of the conflict, without remaining provision of this Contract.

**SECTION 10. SUCCESSORS AND ASSIGNS**

This contract is binding to the parties, their successors, legal representative and assigns in respect of all covenants of this Contract, except as above, neither the **PROCURING ENTITY** nor the **CONSULTANT** shall assign, sublet or transfer interest in this Contract without written consent of the other.

**IN WITNESS WHEREOF**, the parties to this Contract have on the day and year firstabove given, hereunto set their hands at the bottom of this page and on the left-hand margin of all the other pages of this Contract.



**ATTY. ANTONIO M. BERNARDO**  
For the PROCURING ENTITY

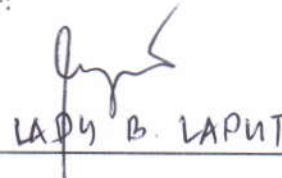


**MS. LIZA A. DE LOS REYES**  
For the CONSULTANT

SIGNED IN THE PRESENCE OF:



**RUEL B. YANINGCO**



**LADY B. LAPUT**

CERTIFIED FUNDS AVAILABLE:



**MS. MARIZEL B. CORREOS**  
Chief Accountant

02-03104373 - 2015-07-22 - JSSP  
JUL 08 2015

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Quezon City ) S.S.

Before me, a Notary Public, for and in Quezon City, Metro Manila, personally appeared the following individuals, bearing their respective identification documents as follows:

Name	Identification Document/No.	Place/Date of Issue
<b>ATTY. ANTONIO M. BERNARDO</b> For the Procuring Entity HOUSING AND LAND USE REGULATORY BOARD	<u>NDI-72-012037</u>	<u>Quezon City, Aug. 13, 2013</u>
<b>MS. LIZA A. DE LOS REYES</b> For the Consultant ASIAGATE NETWORKS INC.	<u>SSS No. 33-09447361</u>	<u>MAKATI CITY</u>

known to me and to me known to be the same individuals who executed the foregoing Contract [with its Annexes], and acknowledging to me that the same is their free act and deed and that of the judicial entities that they respectively represent.

This Contract consisting of \_\_\_ pages [exclusive of its Annexes], including the page whereon this Acknowledgment is written, has been signed on each and every page hereof by the parties hereto and their instrumental witnesses, and sealed by my notarial seal.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this 19 JUL 2015 of \_\_\_\_\_ in Quezon City, Metro Manila, Philippines.

**Atty. ENGRACIO M. ICASIANO**  
 Notary Public Quezon City  
 NP # 081 (2014-2015)  
 Until December 31, 2015  
 PTR No. 05955311 QC 1/06/2015  
 IBP No. 0982484 QC 1/06/2015  
 Address : #640 Quirino Highway  
 Brgy. Bagbag, Novaliches, Q.C.

Doc No. 80  
 Page No. 17  
 Book No. 1  
 Series of 2015.

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