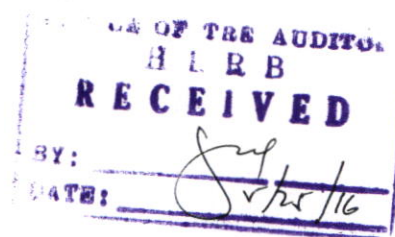


CONTRACT OF SERVICE



KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Metro Manila, this 20 day of May 2016 by and between:

The **HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government agency with office address at Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City, Philippines, herein referred to as the "**PROCURING ENTITY**" and represented herein by its Chief Executive Officer and Commissioner, **ATTY. ANTONIO M. BERNARDO**, acting through, Commissioner and Officer-In-Charge for the Office of the Chief Executive Officer, **ATTY. RIA CORAZON A. GOLEZ-CABRERA**, who is duly authorized to represent him in this agreement,

AND

FOREST HILLS GARDEN, a single proprietorship, with business/office address at Malvar St., Talisay, Batangas, duly represented by its owner, Marife B. Luna, herein referred to as the "**SUPPLIER**",

WITNESSETH THAT

WHEREAS, on 28 April 2016, HLURB posted a *Request for Quotation (RFQ)* for the procurement of services for Earth Balling of Trees with an Approved Budget for the Contract amounting to Two Hundred Fifty Thousand Pesos (Php250,000.00);

WHEREAS, three (3) prospective bidders submitted their proposals, namely, *Forest Hills Garden, Manila Seedling Bank Foundation, Inc.*, and *Mercedes A. De Leon Forest Nursery*;


WHEREAS, pursuant to BAC Resolution No. 12, dated 05 May 2016, the Bids and Awards Committee awarded the contract to Forest Hills Garden because it offered the lowest price quotation;

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:

1. The SUPPLIER shall provide the following services:
 - a. Earth balling of forty-one (41) trees;
 - b. Hauling from *HLURB-Kalayaan Avenue, Diliman, Quezon City (point of origin)*, and Transplanting to the planting site at Metro Manila (*point of destination*);
 - c. Aftercare and maintenance for three (3) months.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Proposal/Quotation and the Price Schedule submitted by the Bidder; and
 - (b) the Request for Quotation.
3. For and in consideration of the faithful performance and compliance by the SUPPLIER of its obligations under this Contract, the PROCURING ENTITY agrees to pay the SUPPLIER the total amount of **ONE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED Philippine Pesos (Php184,500.00)**, 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.
4. The PROCURING ENTITY shall pay the SUPPLIER an amount equivalent to seventy percent (70%) of the Contract Price upon completion of the earthballing and the remaining thirty percent (30%) shall be paid upon completion of the three (3)-month aftercare and maintenance period.

5. The **SUPPLIER** shall complete the earth balling, hauling and transplanting to the planting site within ten (10) days from effectivity of this Contract.
6. The **SUPPLIER** shall provide all the equipment and personnel necessary for the completion of this contract within the said period.
7. The **SUPPLIER** shall be liable to the **PROCURING ENTITY** for any loss or damage to the goods/trees resulting from the acts or omissions of the agent/s or employees of the former while hauling, and transplanting of the said goods/trees from the point of origin to the point of destination.
8. The **SUPPLIER** shall exercise the required diligence in the supervision, control and administration over its personnel in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by the **PROCURING ENTITY**.
9. The **SUPPLIER** is neither an agent nor an employee of the **PROCURING ENTITY** and the personnel to be deployed by the **SUPPLIER** from the point of origin to the point of destination are not in any manner to be considered as agents or employees of the **PROCURING ENTITY**.
10. The **SUPPLIER** alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of an employer-employee relationship.
11. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby warrants that it will haul, and deliver the goods/trees in a safe and orderly manner/condition from the point of origin to the point of destination.
12. In case of any claim arising from this agreement the parties hereby agree that the venue of action shall be filed with the competent court of Quezon City.

IN WITNESS WHEREOF, the parties to this Contract have on the day and year first above 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
as duly represented by
ATTY. RIA CORAZON A. GOLEZ-CABRERA
 Commissioner and Officer-in-Charge,
 Office of the Chief Executive Officer
 For the Procuring Entity



MARIFE B. LUNA
 Owner/Manager
 For the Supplier

SIGNED IN THE PRESENCE OF:




ENGR. RUNEV B. TANINGCO



GUILLER ARMAND B. LUNA

Certified funds available


MARIZEL B. CORREOS
 Chief Accountant
 02-03104373-2016-05-279
MAY 18 2016