

OFFICE OF THE AUDITOR
HLURB
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BY: _____
DATE: MAR 17 2016

**CONTRACT FOR CONSULTING SERVICES FOR THE
CONSTRUCTION SUPERVISION OF THE NINE (9)-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 MAR 16 2016 day of March, 2016 by and between:

The **HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government agency with principal office address¹ 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

ESCA Incorporated, a firm incorporated under the laws of the Philippines, with postal address at 3rd Floor ESCA Global Centre, No. 78, 8th Ave., Brgy. Socorro, Cubao, Quezon City, duly represented by its President and Chief Executive Officer, **ENGR. ERNESTO S. DE CASTRO, PhD.**, herein referred to as the "**CONSULTANT/SERVICE PROVIDER**",

WITNESSETH THAT

WHEREAS, the **PROCURING ENTITY** posted the Request for Expression of Interest for the Procurement of Consulting Services for the Supervision of the Construction of the Nine (9)-Storey with Covered Roof Deck HLURB Office Building;

WHEREAS, the **CONSULTANT/SERVICE PROVIDER** 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 bid of the **CONSULTANT/SERVICE PROVIDER** was declared as Single Calculated Responsive Bid based on a Quality Cost Based Evaluation/Selection (QCBE/QCBS) 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/SERVICE PROVIDER**.

¹ Present address: Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City

GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
(HOUSING AND LAND USE REGULATORY BOARD)

BY: 
ATTY. ANTONIO M. BERNARDO
Chief Executive Officer and Commissioner

WITNESS:

ATTY. RIA CORAZON V. GOLEZ-CABRERA
Commissioner

ESCA INCORPORATED
BY: 
ENGR. ERNESTO S. DE CASTRO, PhD
President and Chief Executive Officer

WITNESS:

ENGR. JAIME R. ESPERANZA
Senior Vice President

BY:



ATTY. ANTONIO M. BERNARDO
Chief Executive Officer and Commissioner

WITNESS:



ATTY. RIA CORAZON A. GOLEZ-CABRERA
Commissioner

ESCA INCORPORATED

BY:



ENGR. ERNESTO S. DE CASTRO, PhD
President and Chief Executive Officer

WITNESS:



ENGR. JAIME R. ESPERANZA
Senior Vice President

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.

1. The **CONSULTANT/SERVICE PROVIDER**, for and in consideration of the contract price, as hereinafter provided, agrees to execute and complete the Consulting Services, in conformity with the provisions of this Contract. The following documents shall be attached and/or be read and construed as part of the Contract, *viz*:

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

2. For an in consideration of the faithful performance by the **CONSULTANT/SERVICE PROVIDER** of its duties and obligations under this Contract, the **PROCURING ENTITY** agrees to pay the **CONSULTANT/SERVICE PROVIDER** the total amount of **THIRTY-EIGHT MILLION FIVE HUNDRED FOUR THOUSAND SIXTY Pesos (PhP38,504,060.00)**, inclusive of taxes, legal fees and charges, which shall be paid in accordance with pertinent accounting and auditing rules, 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.