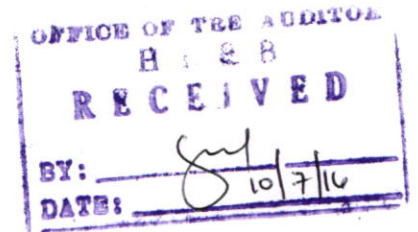


CONTRACT OF SERVICE



KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Metro Manila, this _____ day of _____ 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, duly represented by its Chief Executive Officer and Commissioner, **ATTY. ANTONIO M. BERNARDO**, who is duly authorized to represent the same in this agreement, herein referred to as the "PROCURING ENTITY,"

AND

GOODE COMMUNICATIONS PHILIPPINES, INC., a corporation duly organized and operating under the laws of the Philippines, with business/office address at **Unit 1005, Civic Prime Bldg., Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City**, duly represented by its Sales Supervisor, **MS. JONALYN S. YURAG**, herein referred to as the "SERVICE PROVIDER,"

WITNESSETH THAT

WHEREAS, on 10 September 2016, the **HLURB** posted in the Philippine Government Electronic Procurement System (PhilGEPs), a *Request for Quotation (RFQ)* for the procurement of **Supply and Delivery of Labor and Materials for the Installation of NEC SL 1000 PABX System** with an Approved Budget for the Contract amounting to One Hundred Ten Thousand Pesos (Php110,000.00) under Section 53.9 (Small Value Procurement) of the Revised Implementing Rules and Regulations of R.A. No. 9184, or the Government Procurement Reform Act;

WHEREAS, pursuant to Bids and Awards Committee (BAC) Resolution No. 21, dated 20 September 2016, the BAC recommended the award of the contract to **Goode Communications Philippines, Inc.**;

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 **SERVICE PROVIDER** shall install the NEC SL 1000 PABX System at the 6th, 7th and 8th Floors of the leased office spaces at *Sunnymede IT Center, Quezon Avenue, Quezon City*, in accordance the with HLURB's distribution/layout from the PLDT facility to PABX and PABX to the specified workstations, within thirty (30) days from execution of this contract.
2. The **SERVICE PROVIDER** shall provide all necessary labor, materials and equipment (*except PABX Machine*) for the installation of the NEC SL 1000 PABX System, with ten (10) trunklines and forty-eight (48) local number configurations, as well as the needed labor, materials and equipment for the troubleshooting, replacement of worn-out electronic parts, testing, programming and commissioning of the subject system.
3. 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.

4. For and in consideration of the faithful performance and compliance by the **SERVICE PROVIDER** of its obligations under this Contract, the **PROCURING ENTITY** agrees to pay the **SERVICE PROVIDER** the total amount of **NINETY-EIGHT THOUSAND PHILIPPINE PESOS (PhP98,000.00)**, 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.
5. The **PROCURING ENTITY** shall pay the **SERVICE PROVIDER** an amount equivalent to fifty percent (50%) of the Contract Price upon execution of the contract and the remaining fifty percent (50%) shall be paid upon completion of the services.
6. The **SERVICE PROVIDER** shall provide all the equipment and personnel necessary for the completion of this contract within the said period.
7. The **SERVICE PROVIDER** shall be liable for any loss or damage on the aesthetic design of the building during the installation of the PABX System.
8. The **SERVICE PROVIDER** 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 **SERVICE PROVIDER** is neither an agent nor an employee of the **PROCURING ENTITY** and the personnel to be deployed by the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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 **SERVICE PROVIDER**, the **SERVICE PROVIDER** hereby warrants that it will install, test, program and commission the NEC SL 1000 PABX System under the terms and conditions stipulated by the parties, provided that any work poorly done be undone at the expense of the **SERVICE PROVIDER**.
12. In case of default on the part of the **SERVICE PROVIDER**, the **PROCURING ENTITY** has the right to terminate this agreement with liquidated damages or the same shall be executed at the expense of the former.
13. 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
Chief Executive Officer and Commissioner
For the **PROCURING ENTITY**



JONALYN S. YURAG
Sales Supervisor
For the **SERVICE PROVIDER**