

OFFICE OF THE AUDITOR  
HLURB  
RECEIVED  
BY: \_\_\_\_\_  
DATE: MAR 14 2016

## CONTRACT OF SERVICE

### KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, this MAR 10 2016 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, 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

**GALACTUS BUILDER**, a single proprietorship, with business/office address at National Highway, Brgy. Beddeng, San Narciso, Zambales, duly represented by its responsible officer **WILBERT W. CHENG** (by virtue of a Special Power of Attorney, attached as Annex "A"), herein referred to as the "**SUPPLIER**",

### WITNESSETH THAT

**WHEREAS**, as a result of the Negotiated Procurement (*Small Value Procurement*) duly conducted for the purpose, the HLURB Bids and Awards Committee (BAC) recommended the award of the Contract for **Supply of Labor and Materials for the Repair and Renovation of Storage Area and Other Identified Priority Areas** to **SUPPLIER** since its offer is the most advantageous to HLURB.

**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 a number of laborers it deems necessary to complete the works that include:
  - a. demolition;
  - b. carpentry;
  - c. painting;
  - d. electrical and cabling; and
  - e. installation of glass windowat *Sunnymede IT Center, Quezon Avenue, Quezon City*, within seven (7) days from receipt of the Notice of Award or from **04 – 11 March 2016**.
2. The **SUPPLIER** shall likewise provide for the construction materials to complete the above specified works as specified in the Technical Specifications;
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;
  - (b) the Technical Specifications; and
  - (c) the **PROCURING ENTITY**'s Notification of Award.



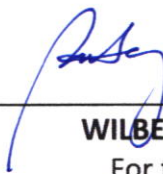
4. For and in consideration of the faithful performance and compliance by the **SUPPLIER** of its obligations under this Contract, the **PROCURING ENTITY** agrees to pay the **SUPPLIER** the total amount of **TWO HUNDRED FIFTY THOUSAND EIGHT HUNDRED FIFTEEN AND 08/100 Philippine Pesos (Php250,815.08)**, 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 **SUPPLIER** shall exercise the required diligence in the supervision, control and administration over its personnel/laborers in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by the **Procuring Entity**.
6. The **SUPPLIER** is neither an agent nor an employee of the **PROCURING ENTITY** and the personnel/laborers to be deployed by the **SUPPLIER** in the construction site are not in any manner to be considered as agents or employees of the **PROCURING ENTITY**.
7. 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.
8. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby warrants that the stipulated works/job orders are in accordance with the technical specifications and that they are free from hidden infirmities or defects; and the jobs poorly done shall be undone and subjected to repair at the expense of the supplier.
9. 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.




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**ATTY. ANTONIO M. BERNARDO**  
For the Procuring Entity




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**WILBERT W. CHENG**  
For the Supplier

SIGNED IN THE PRESENCE OF:

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*Certified funds available*



**MARIZEL B. CORREOS**  
Chief Accountant

02-03104373-2016-03-110  
**MAR 07 2016**