

OFFICE OF THE AUDITOR
H L U R B
RECEIVED
BY: _____
DATE: MAR 17 2016

**CONTRACT AGREEMENT
FOR THE
CONSTRUCTION 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 at by and between:

The **Housing and Land Use Regulatory Board (HLURB)**, the **Procuring entity**, represented herein by **ATTY. ANTONIO M. BERNARDO**, Chief Executive Officer and Commissioner, duly authorized for this purpose, with principal office address¹ at HLURB Compound, Kalayaan Ave. corner Mayaman St., Diliman, Quezon City, hereinafter referred to as the **"FIRST PARTY"**;

-and-

TOKWING CONSTRUCTION CORPORATION/METRO STONERICH CORPORATION JOINT VENTURE (METRO-TOKWING JOINT VENTURE), the **Contractor**, with office address at Brgy. Carmencita, Floridablanca, Pampanga, represented herein by **MR. REYNALDO N. MANALANSAN**, Authorized Managing Officer, duly authorized for this purpose, hereinafter referred to as the **"SECOND PARTY"**.

WITNESSETH:

WHEREAS, pursuant to RA No. 9184 or the Government Procurement Reform Act and its Implementing Rules and Regulations (IRR), the **FIRST PARTY** published the Invitation to Bid in the Philippine Star on 03 November 2015; and posted the same in the HLURB Website from 02 November 2015 to 16 December 2015 and PhilGEPS Website from 02 November 2015 to 16 December 2015;

WHEREAS, the Approved Budget for the Contract (ABC) is **One Billion Seventeen Million Five Hundred Sixty Three Thousand Eight Hundred Seventy Five Pesos and Eighty Three Centavos (P1,017,563,875.83)**;


WHEREAS, the **SECOND PARTY** represents itself as possessing the capability, expertise, technical knowledge, and immediate available resources needed for the intended works;

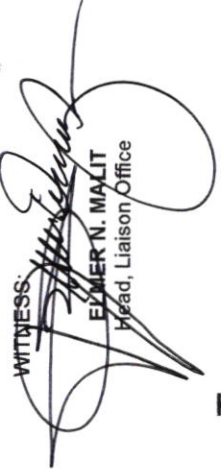
¹ Present address: *Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City*

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 A. GOLEZ-CABRERA
Commissioner

TOKWING CONSTRUCTION CORPORATION/
METRO STONERICH CORPORATION JOINT VENTURE
BY: 
REYNALDO N. MANALANSAN
Authorized Managing Officer

WITNESS:

EYMER N. MALIT
Head, Liaison Office

BY:



ATTY. ANTONIO M. BERNARDO
Chief Executive Officer and Commissioner

WITNESS:



ATTY. RIA CORAZON A. GOLEZ-CABRERA
Commissioner

BY:



REMY DION M. MALALANSAN
Authorized Managing Officer

WITNESS:



EMER N. MALIT
Head, Liaison Office

WHEREAS, the **FIRST PARTY** awarded the infrastructure contract to the **SECOND PARTY** since the latter has been considered to have the **Lowest Calculated and Responsive Bid** for its bid price of **One Billion Seven Million Three Hundred Ninety One Thousand Eight Hundred Twenty Eight Pesos and Twenty Two Centavos (P1,007,391,828.22)**.

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. In this CONTRACT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT:
 - a. Bidding Documents for the Contract (Annex "A")
 - (1) Invitation to Bid
 - (2) General Conditions of Contract
 - (3) Instruction to Bidders
 - (4) Special Conditions of Contract
 - (5) Bid Data Sheet
 - (6) Drawings
 - (7) Specifications
 - (8) Supplemental Bid Bulletins
 - b. CONTRACTOR's Bid, including its Technical and Financial Proposals (Annex "B");
 - c. Notice of Award of Contract and the CONTRACTOR's "conforme" thereon (Annex "C");
 - d. Performance Security (Annex "D");
 - e. PERT/CPM diagram and bar chart with S-Curve, Cash Flow Projection and Payment Schedule on a quarterly basis (Annex "E");
 - f. Manpower Schedule (Annex "F");
 - g. Equipment Utilization Schedule (Annex "G");
 - h. Project Organization Chart (Annex "H");
 - i. Construction Method in detailed narrative form (Annex "I");
 - j. CARI – Contractor's All Risk Insurance (Annex "J"); and,
 - k. Construction Safety and Health Program approved by the DOLE (Annex "K")
3. In consideration of the payments to be made by the **FIRST PARTY** to the **SECOND PARTY**, the latter hereby covenants to execute and complete the intended works in conformity with the provisions of this contract.