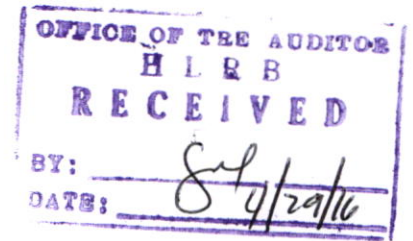


# CONTRACT OF SERVICE



## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed by and between:

**HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government agency duly created, organized and existing under Philippine Laws with office address at Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City, represented herein by its Chief Executive Officer and Commissioner, **ATTY. ANTONIO M. BERNARDO**, hereinafter referred to as the "HLURB";

-and-

**FILIPINO WEB SERVICES INC.**, a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 3 F Austin St., Provident Village, Marikina City, represented herein by its President and Chief Executive Officer, **ENGR. ELI EDWIN S. CASIMERO**, hereinafter referred to as "FILWEB";

## WITNESSETH THAT:

**WHEREAS**, in the Resolution No. 07, dated 05 April 2016, the Bids and Awards Committee after considering valid grounds for *Negotiated Procurement-Small Value Procurement* where three (3) prospective bidders made their respective proposals and out of which **FILWEB's** proposal was established to be the most advantageous to HLURB, its offer was accepted;

**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 with the following service descriptions:

### a. Dedicated Server Description

- i7-4770K with 32 GB RAM
- at least 1 GBPS Network Connection with Dual 2x - 3TB Hard Drives and Raid 1 configuration
- 1TB Backup Server Space
- 30TB Bandwidth Allocation per Month
- 7 IP addresses
- Operating System: Latest 64 bit Linux version (CentOS 7 .x 64 bit)

### b. Virtual Machines Running

- 1 VM for E-Mail Service with at least 1 GB capacity for each address
- 1 VM for Apache and Wordpress installation
- 1 VM for Windows 2008 Server for ASP Applications
- 1 VM for Linux Based Server for running multiple PHP Applications with MySQL

### c. Setup, Backup and Maintenance for the Dedicated Server, Virtual Machines and Running Applications

### d. Migration of Existing Websites, Applications and E-mail Services

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions hereto set forth, the parties hereby agree as follows:

## 1. RESPONSIBILITIES OF THE PARTIES

a. **FILWEB** will provide **HLURB** with the following:

a.1 **Dedicated Server Description**

- i7-4770K with 32 GB RAM
- at least 1 GBPS Network Connection with Dual 2x - 3TB Hard Drives and Raid 1 configuration
- 1TB Backup Server Space
- 30TB Bandwidth Allocation per Month
- 7 IP addresses
- Operating System: Latest 64 bit Linux version (CentOS 7 .x 64 bit)

a.2 **Virtual Machines Running**

- 1 VM for E-Mail Service with at least 1 GB capacity for each address
- 1 VM for Apache and Wordpress installation
- 1 VM for Windows 2008 Server for ASP Applications
- 1 VM for Linux Based Server for running multiple PHP Applications with MySQL

a.3 **Setup, Backup and Maintenance for the Dedicated Server, Virtual Machines and Running Applications**

a.4 **Migration of Existing Websites, Applications and E-mail Services**

b. **HLURB** will be responsible for the following:

- b.1 Design, layout and content of its webpages;
- b.2 Structure and configuration of its databases; and,
- b.3 Designation of a point person who will be the official contact of **FILWEB** for the services.

2. **FEES** - In consideration of the Dedicated Server, Network Administration, Virtualization Setup, Backups and Maintenance Services to be rendered by **FILWEB** as provided in Paragraph I hereof, **HLURB** shall pay **Twenty Three Thousand Five Hundred Twenty Philippine Pesos (PhP23,520.00)** per month, as SERVICE fee, 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.

3. **TERMS, RENEWAL AND TERMINATION** – This Agreement shall take effect on **01 May 2016** and shall expire **31 December 2016**, unless pre-terminated through a written notice by **HLURB** to **FILWEB** due to breach of contract by the latter or the services being rendered by **FILWEB** proved to be unsatisfactory. After the expiration of this contract, the parties may agree on extension of service on a month-to-month basis under the same



terms and conditions until new contract is drawn, agreed, and signed by both parties, *provided* that such extension shall not exceed twelve (12) months.

**4. MISCELLANEOUS PROVISIONS**

- a. Both parties shall abide by all applicable laws, rules and regulations.
- b. This agreement may only be amended or modified upon mutual written agreement of the parties thereto.
- c. This Agreement is governed by the laws of the Republic of the Philippines and the parties submit to the exclusive jurisdiction of the Philippine courts.
- d. Any dispute or claim arising from this Agreement shall be filed before the proper courts of Quezon City.


28 APR 2016

IN WITNESS WHEREOF, the parties have thereunto set their hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 in QUEZON CITY, Philippines.

**HOUSING AND LAND USE  
REGULATORY BOARD  
(HLURB)**

  
**ATTY. ANTONIO M. BERNARDO**  
CEO and Commissioner

**FILIPINO WEB SERVICES INC.  
(FILWEB)**

  
**ENGR. ELI EDWIN S. CASIMERO**  
President and CEO

*Signed in the presence of:*

  
**ENGR. RUNEL B. TANINGCO**  
OIC- ICTD

  
**ELINO CABIADES**

*Certified funds available*

  
**MARIZEL B. CORREOS**  
Chief Accountant

02-03104373 - 2016-04-2016

APR 25 2016