

OFFICE OF THE AUDITOR
HLURB
RECEIVED
BY: _____
DATE: 12/6/18

**CONTRACT AGREEMENT
FOR THE
SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF COMMUNICATION AND NETWORK
INFRASTRUCTURE 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 06 DEC 2018 day of November 2018 at by and between:

The **Housing and Land Use Regulatory Board (HLURB)**, the **Procuring entity**, represented herein by **ATTY. Lloyd Christopher A. Lao**, Commissioner and Chief Executive Officer, 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-

TRENDS & TECHNOLOGIES, INC., the **Supplier**, with office address at 6/F Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village, Makati City 1227, represented herein by **MR. JOSELITO M. DILIG**, Account Director, Commercial Business Group, 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 07 September 2018; and posted the same in the HLURB Website from 07 September 2018 to 03 October 2018 and PhilGEPS Website from 07 September 2018 to 03 October 2018;


WHEREAS, the Approved Budget for the Contract (ABC) is **Seventeen Million Five Hundred Thousand Pesos (PhP17,500,000.00)**;

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

WITNESS:


LEAH P. APOSTOL
Marketing Assistant,
Commercial Business Group

BY:
TRENDS & TECHNOLOGIES, INC.


JOSELITO M. DILIG
Account Director, Commercial Business Group

WITNESS:


ENGR. RUNEL B. TANINGCO
Head, ICTD

BY:
**GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
(Housing and Land Use Regulatory Board)**


ATTY. LLOYD CHRISTOPHER A. LAO
Chief Executive Officer and Commissioner

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. LLOYD CHRISTOPHER A. LAO
Chief Executive Officer and Commissioner

WITNESS:



ENGR. RUNEL B. TANINGCO
Head, ICTD

TRENDS & TECHNOLOGIES, INC.

BY:


JOSEITO M. DILIG
Account Director, Commercial Business Group

WITNESS:


LEAH P. APOSTOL
Marketing Assistant,
Commercial Business Group

WHEREAS, the **FIRST PARTY** awarded the contract to the **SECOND PARTY** since the latter has been considered to have the **Single Calculated and Responsive Bid** for its bid price of **Seventeen Million Ninety-Eight Thousand Nine Hundred Ninety-Eight Pesos (PhP17,098,998.00)**.

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) Schedule of Requirements
 - (7) Technical Specifications
 - (8) Supplemental Bid Bulletins
 - b. SUPPLIER's Bid, including its Technical and Financial Proposals (Annex "B");
 - c. Notice of Award of Contract and the SUPPLIER's "conforme" thereon (Annex "C");
 - d. Performance Security (Annex "D");
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 goods/works in conformity with the provisions of this contract.
4. The **FIRST PARTY** agrees to pay the **SECOND PARTY** the unit prices in the latter's Calculated Bid, as applied to the actual quantities accomplished as certified to by the **FIRST PARTY** on the period and in the manner prescribed by this contract.
5. As part of and incorporated on this contract, is the binding provision of Section 3 of Executive Order No. 398, thus:
 - a. The **SECOND PARTY** shall pay taxes in full and on time and that the **FIRST PARTY** has the right to suspend payment for the services made/delivered by the former in case of the