

CONTRACT OF HAULING AND TRUCKING SERVICE

OFFICE OF THE AUDITOR
HLURB
RECEIVED
BY: Amelton - CoA
DATE: 11/12/19

WITNESS:

Ms. ALSHAN JOY S. TALLER
Secretary

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, this _____ day of 08 NOV 2019 2019 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 Commissioner and Officer-in-Charge, **Atty. MELZAR P. GALICIA**, who is duly authorized to represent the same in this agreement,

AND

METRO MACER TRADING AND GENERAL SERVICES CORPORATION, a single proprietorship, with business/office address at Unit 602 B.G. ISIS Mansion, 802 N.S. Amoranto Street, Quezon City, Metro Manila, duly represented by its owner, **Mr. REYNALDO G. CORTEZ**, 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 **Hauling and Trucking Services for the Central Office** to **SUPPLIER** since its offer is the most advantageous to the **PROCURING ENTITY**.

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 two (2) units of 6-Wheeler Trucks and ten (10) laborers to haul and deliver records from the office floors of the **PROCURING ENTITY** at *Sunnymede IT Center, 1614 Quezon Avenue, Brgy. South Triangle, Quezon City* to the point of destination at the *HLURB Building in Kalayaan Avenue, Diliman, Quezon City*, on November 9, 10 and 16, 2019.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Proposal and the Price Schedule submitted by the Bidder;
 - (b) the Request for Quotation; and
 - (c) the **PROCURING ENTITY**'s Notification of Award.
3. For and in consideration of the faithful performance and compliance by the **SUPPLIER** of its obligations under this Contract,

METRO MACER

BY:

Mr. REYNALDO G. CORTEZ
General Manager

WITNESS:

Ms. IMELDA E. LARIOS
Head, General Services Section

GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
(HOUSING AND LAND USE REGULATORY BOARD)


BY:

Atty. MELZAR P. GALICIA
Commissioner and Officer-in-Charge

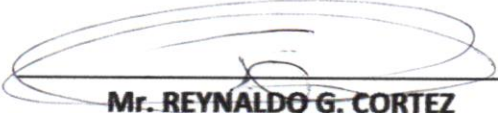
the **PROCURING ENTITY** agrees to pay the **SUPPLIER** the total amount of **EIGHTY ONE THOUSAND Philippine Pesos (PhP81,000.00)**, inclusive of twelve percent (12%) VAT, and other taxes, legal fees and charges, which shall be paid in accordance with pertinent accounting and auditing rules, regulations.

4. The **SUPPLIER** shall be liable to the **PROCURING ENTITY** for any loss or damage to the records/files resulting from the acts or omissions of the agent/s or employees of the former while hauling, and transporting the said records/files from the point of origin to the point of destination.
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** 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**.
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 it will haul, and deliver the records/files in a safe and orderly manner/condition from the point of origin to the point of destination.
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.



Atty. MELZAR P. GALICIA
For the **PROCURING ENTITY**
HLURB



Mr. REYNALDO G. CORTEZ
For the **SUPPLIER**
Metro Macer