

## CONTRACT OF SALE

### KNOW ALL MEN BY THESE PRESENTS:

This contract entered into and executed this 25<sup>th</sup> day of June, 2014 at Quezon City, Metro Manila, Philippines, by and between:

The **HOUSING AND LAND USE REGULATORY BOARD-EXPANDED NATIONAL CAPITAL REGION FIELD OFFICE (HLURB-ENCRFO)**, a government entity with office located at HLURB Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, represented by its Regional Officer, **ENGR. ALFREDO GIL M. TAN II**, hereafter referred to as the **PURCHASER**;

- and -

**NISSAN COMMONWEALTH INC.**, organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at 43 Commonwealth Avenue, Quezon City, represented herein by **MS. JONALYN C. MILLAN**, General Sales Manager, hereafter referred to as the **SUPPLIER**.

### WITNESSETH : That

**WHEREAS**, the **PURCHASER** is desirous of procuring two (2) units of motor vehicle for their use in the delivery of its mandates;

**WHEREAS**, the HLURB-ENCRFO Bids and Awards Committee (BAC) invited the submission of quotations for the Supply and Delivery of Two (2) units Motor Vehicles and has accepted the quotation submitted by the SUPPLIER since its offer is the most advantageous to the PURCHASER;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the stipulations and covenants hereafter set forth, the parties hereto have agreed and by these presents do hereby bind and obligate themselves as follows:

### ARTICLE 1 TECHNICAL SPECIFICATIONS OF THE MOTOR VEHICLES

The specifications of the motor vehicles shall be in accordance with the Technical Specifications provided under the Bid Notice Abstract for the Supply and Delivery of Two Units Motor Vehicle.

## **ARTICLE II CONTRACT DOCUMENTS**

The following documents shall be deemed to form and be read and construed as part of this Agreement as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by provisions of relevant laws, codes, ordinances and regulations of the government:

- (1) Quotation submitted by the SUPPLIER (Annex A");
- (2) Technical Specifications as specified in the Bid Notice Abstract and in the Request for Quotation (Annex "B")
- (3) Notice of Award signed and/or conformed to by the SUPPLIER (Annex "C");
- (4) And such other documents as may be required by the PURCHASER and the Commission on Audit (COA).

## **ARTICLE III CONSIDERATION**

The **PURCHASER** shall pay the **SUPPLIER** the amount of **Two Million Three Hundred Fifty Six Thousand Seven Hundred Sixty Pesos (Php 2,356,760.00)** as consideration for the Supply and Delivery of Two (2) Units of Motor Vehicle, subject to accounting and auditing laws and regulations of the government.

## **ARTICLE IV POSTING OF BOND**

To guarantee faithful compliance by the **SUPPLIER** of its responsibilities and obligations under this Contract, the **SUPPLIER** shall post a performance security on or before 25 June 2014 in accordance with Section 39 of the Revised implementing Rules and Regulations of R.A. 9184.

## **ARTICLE V DELIVERY**

The **SUPPLIER** shall deliver the two (2) units of motor vehicle not later than 27 June 2014 at HLURB –ENCRFO, Kalayaan Avenue cor. Mayaman Street, Diliman, Quezon City.