

**CONTRACT AGREEMENT**

THIS AGREEMENT is entered into this 26<sup>th</sup> day of June 2014 in Davao City, Philippines by and between:

The HOUSING AND LAND USE REGULATORY BOARD, an instrumentality of the Republic of the Philippines created and existing under the Constitution, with principal office at 2/F Cam Building, Monteverde St., Davao City with its duly authorized representative **ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL**, Regional Director of this Board, hereinafter referred to as the **ENTITY**;

-and-

The **KAR ASIA DAVAO** a corporation duly organized and existing under the laws of the Republic of the Philippines with principal address at JP Laurel Ave., Davao City, represented by **MS. CHRISTINE B. UY**, in her capacity as Sales Manager hereinafter referred to as the **SUPPLIER**;

**WHEREAS**, the Entity invited Bid for the **Procurement of one (1) unit Pick Up 4x2 MT**, and has accepted the Bid of the Supplier in the total amount of **Nine Hundred Ninety five Thousand Eight Hundred Twenty Pesos (P995,820.00)** for 1 unit **Brand New STRADA GL 2.5d MT**, hereinafter called the "**Contract Price**."

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the words and expressions contained in this agreement shall have the same meaning as respectively assigned to them pursuant to this Contract Agreement.
2. The following documents shall form as integral part of this Agreement.  
viz.:
  - a. Vehicle Proposal
  - b. Entity's Notification of Award
3. That for and in consideration of the payments to be made by the **ENTITY** to the **SUPPLIER**, the latter hereby covenants to immediately provide and deliver to the former the said 1 unit Pick Up 4x2 MT (**STRADA GL 2.5d MT**) and to render the necessary services to remedy and repair whatever defects found thereto, if any.

**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**HOUSING AND LAND USE REGULATORY BOARD**

Entity

By:

**ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL**  
Regional Director

**KAR ASIA, INC.**  
Supplier

By:

**MS. CHRISTINE B. UY**  
Sales Manager

*Palma Gil*  
*UY*

SIGNED IN THE PRESENCE OF


Republic of the Philippines)  
Davao City ) S.S.

ACKNOWLEDGEMENT

Before me, personally appeared ROBERTO MAURO MIGUEL T. PALMA GIL, Regional Director, HLURB-SMR with T.I.N. 176-221-295 and CHRISTINE B. UY, Sales Manager, KAR ASIA DAVAO, INC. with T.I.N. 928-255-834, both known to me and to me known is persons who executed the foregoing Agreement and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal 02 2014 of June 2014 at Davao City, Philippines

Doc. No. 42 ;  
Page No. 12 ;  
Book No. W ;  
Series of 2014 .

  
PHILIP B. CRUZ  
Notary Public for Davao City  
Notarial Commission No. 094-2013  
Commission expires on December 31, 2014  
Roll of Attorneys No. 43531  
PTR No. 3806538 - 12-19-13 - DC  
IBP Lifetime Member No. 05462  
IBP O.R. No. 636256 - 6-29-05 - DC  
The Law Firm of Uy Cruz Lo & Associates  
3/F Cruz Bldg., Sta Ana Avenue,  
Davao City, Philippines



June 26, 2014

**THE MANAGER**  
**TOYOTA DAVAO, INC.**  
Km 6 Lanang, Davao City

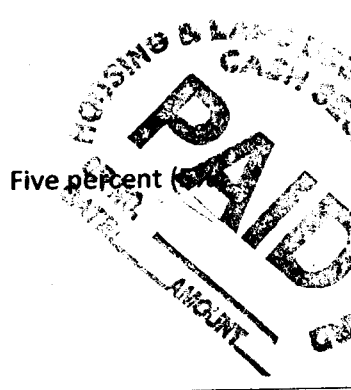
Received:  06/26/14

**NOTICE OF AWARD**

Sir/Madame:

This is to inform you of the approval of the recommendation of the HLURB-SMR Bids and Awards Committee (BAC) to award the contract for the delivery of one (1) unit Commuter Van (2.5 Diesel MT) to **Toyota Davao, Inc.** at its submitted bid price of **One Million Four Hundred Four Thousand One Hundred Eighty Pesos (Php 1,404, 180.00)**.

Accordingly, within ten (10) calendar days from receipt of this Notice of Award, please post the required performance security pursuant to Section 39 of the Revised Implementing Rules and Regulations of R.A. No. 9184, which shall be in an amount denominated in Philippine Peso equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

Your failure to post the required performance security within ten (10) days from receipt hereof shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

Respectfully yours,

**ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL**  
Regional Director





Republic of the Philippines  
Office of the President  
**HOUSING AND URBAN DEVELOPMENT COORDINATING COUNCIL**  
**HOUSING AND LAND USE REGULATORY BOARD**  
Southern Mindanao Region

**NOTICE TO PROCEED**

June 27, 2013

**MR. JOSE F. LIM IV**  
General Manager  
TOYOTA DAVAO, INC.  
Km 6 Lanang, Davao City

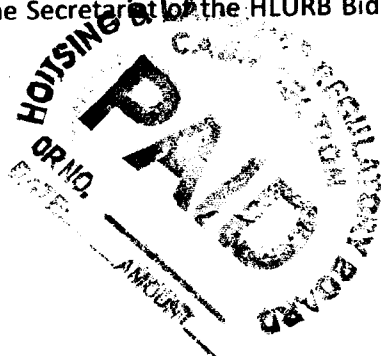
Dear Mr. Lim IV:

Notice is hereby given that your project will commence on this day.

Thus, you are responsible for the supply and delivery of one (1) unit of Commuter Van 2.5 Diesel MT under the terms and conditions of the Contract for the Supply and Delivery of Motor Vehicle.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Secretary of the HLURB Bids and Awards Committee.

**ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL**  
Regional Director



I acknowledge receipt of this notice on \_\_\_\_\_  
Name of the Representative: MR. JOSE F. LIM IV  
Authorized Signature: \_\_\_\_\_

**CONTRACT AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of June 2014 in Davao City, Philippines by and between:

The HOUSING AND LAND USE REGULATORY BOARD, an instrumentality of the Republic of the Philippines created and existing under the Constitution, with principal office at 2/F Cam Building, Monteverde St., Davao City with its duly authorized representative **ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL**, Regional Director of this Board, hereinafter referred to as the **ENTITY**;

-and-

The **TOYOTA DAVAO CITY, INC.** a corporation duly organized and existing under the laws of the Republic of the Philippines with principal address at Km 6 Lanang, Davao City, represented by \_\_\_\_\_ in his capacity as \_\_\_\_\_ hereinafter referred to as the **SUPPLIER**;

**WHEREAS**, the Entity invited Bids for the Procurement of one (1) unit Commuter Van 2.5 Diesel MT, and has accepted the Bid of the Supplier in the total amount of One Million Four Hundred Four Thousand One Hundred Eighty Pesos (P1,404,180.00) HIACE COMMUTER DSL/MT hereinafter called the "Contract Price".

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the words and expressions contained in this agreement shall have the same meaning as respectively assigned to them pursuant to this Contract Agreement.
2. The following documents shall form as integral part of this Agreement, viz.:
  - a. Vehicle Proposal
  - b. Entity's Notification of Award
3. That for and in consideration of the payments to be made by the ENTITY to the SUPPLIER, the latter hereby covenants to immediately provide and deliver to the former the said 1 unit Commuter Van 2.5 Diesel MT (HIACE COMMUTER DS/MT) and to render the necessary services to remedy and repair whatever defects found thereto, if any.

**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**HOUSING AND LAND USE REGULATORY BOARD**  
Entity

By:

**ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL**  
Regional Director

**TOYOTA DAVAO, INC.**  
Supplier

**MR. JOSE F. LIM IV**

GENERAL MANAGER, TOYOTA DAVAO CITY, INC.

*Jose*

SIGNED IN THE PRESENCE OF

*[Handwritten signature]*

Republic of the Philippines)  
Davao City ) S.S.

ACKNOWLEDGEMENT

Before me, personally appeared ROBERTO MAURO MIGUEL T. PALMA GIL, Regional Director, HLURB-SMR with T.I.N. \_\_\_\_\_ and MR. JOSE F. LIM IV, General Manager, TOYOTA DAVAO, INC. with T.I.N. \_\_\_\_\_, both known to me and to me known is persons who executed the foregoing Agreement and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ~~JUN 30 2014~~ day of June 2014 at Davao City, Philippines

*[Handwritten flourish]*

DOC. NO. 200  
PAGE NO. 40  
BOOK NO. #  
SERIES OF 2014

*[Handwritten signature]*  
GENE PEDMON E. GEOCANIGA  
Notary Public  
Notarial Commission No. 268-2013  
Commission Expires on December 31, 2014  
Roll No. 61742  
IBP No. 913229, 01/02/14, Davao City  
PTR No. 3860021, 01/02/14, Davao City  
ALU-TUCP Hotel, Roxas cor. Faura Streets, Davao City

HOUSING & LAND USE REGULATORY BOARD  
CASH SECTION  
**PAID**  
OR NO. \_\_\_\_\_  
DATE: \_\_\_\_\_ AMOUNT \_\_\_\_\_