

# CONTRACT

## Supply and Delivery of Goods

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KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT, MADE AND ENTERED INTO in Quezon City, Metro Manila, Philippines, this \_\_\_\_\_ day of APR 24 2015, 2015, by and between:

The **HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government agency with principal office address at HLURB Compound, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, Metro Manila, Philippines, herein referred to as the "**PROCURING ENTITY**" and represented herein by its Chief Executive Officer and Commissioner, **ATTY. ANTONIO M. BERNARDO**, who is duly authorized to represent the same in this Agreement;

AND

**MASANGKAY COMPUTER CENTER**, a sole proprietorship registered under the laws of the Philippines, with postal address at 1143 G. Masangkay Street, Santa Cruz, 1014 Manila, herein referred to as the "**SUPPLIER**" and duly represented herein by its Account Executive, **MARICEL H. ALAURIN**, who is duly authorized to represent the same in this Agreement;

WITNESSETH THAT:

WHEREAS, as a result of the public bidding duly conducted for the purpose, the HLURB Special Bids and Awards Committee (SBAC) recommended the award of the Contract for the Supply and Delivery of Branded Laptops and Desktops (Lots 1 and 2) to the Supplier since its offer is the Single Calculated Responsive Bid;

WHEREAS, Notice of Award for Lot 1 and Lot 2 was issued by the Procuring Entity to the Supplier on 30 March 2015;

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 Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents, copies of which are attached to this Agreement, shall be deemed to form, and shall be read and construed as parts of this Agreement, namely:
  - a. The Bid Form and the Price Schedule submitted by the Bidder (Annex "A");
  - b. The Bid Bulletin No. 1 (Annex "B");
  - c. The Schedule of Requirements (Annex "C");



- d. The Technical Specifications (as amended by the Bid Bulletin No. 1, *supra*);
  - e. The General Conditions of the Contract (Annex "D");
  - f. The Special Conditions of the Contract (Annex "E"); and
  - g. The Procuring Entity's Notification of Award (Annex "F"), including the Notice to Proceed (Annex "G").
3. For and in consideration of the faithful performance of the Supplier of its duties and obligations under this Contract, the Procuring Entity agrees to pay the Supplier the total amount of **Three Million One Hundred Twenty Six Thousand Eight Hundred Twenty Philippine Pesos (PhP 3,126,820.00)**, herein referred to as the Contract Price, inclusive of taxes, fees, and charges which shall be paid in accordance with pertinent Government accounting and auditing rules and regulations.
  4. The Supplier commits to a warranty of two (2) years from date of delivery, as specified in the warranty given by the Supplier.
  5. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services in conformity with the provisions of this Contract.
  6. The Procuring Entity hereby covenants to pay the Supplier, in consideration of the provision by the latter of the goods and services, the Contract Price or such other sum as may become payable under the provisions of this Contract.
  7. The Supplier also shall, finally, provide temporary "Service Units" to the Procuring Entity which is similar to the unit that the Supplier has supplied and delivered to the Procuring Entity under this Contract, for every unit that is pulled out for repair, servicing, or otherwise, under this Contract, both within warranty and outside warranty, within three days of such pull out. The Procuring Entity shall return to the Supplier the "service unit" upon full satisfaction of the repair, servicing, or otherwise, of the subject pulled out unit.

IN WITNESS WHEREOF, the Parties to this Contract have, on the date above mentioned, hereunto set their hands at the bottom of this page and on the left hand margins of all the other pages of this Contract.

**HOUSING AND LAND USE  
REGULATORY BOARD**

BY:



**ATTY. ANTONIO M. BERNARDO**  
*Chief Executive Officer  
and Commissioner*

**MASANGKAY COMPUTER  
CENTER**

BY:



**MARICEL H. ALAURIN**  
*Account Executive*

CERTIFIED FUNDS AVAILABLE:

  
**MARIZEL B. CORREOS**  
*Head, Finance Division*

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06-03104373-2015-04-00210-156P

**APR 22 2015**

SIGNED IN THE PRESENCE OF:

RIA CORAZON A. GOLEZ-CABRERA  
Commissioner

ROSE MARIE Y. GUILAP

**ACKNOWLEDGEMENT**

BEFORE ME, a Public Notary for and in MANILA City, this APR 24 2015 day of \_\_\_\_\_, 2015, personally appeared the following persons with their respective identifications, to wit:

NAMES	IDENTIFICATION	ID NUMBER	DATE ISSUED
Antonio M. Bernardo	<u>Driver's License</u>	<u>ND1-72-012039</u>	<u>Aug. 13, 2013</u>
Maricel H. Alaurin	<u>CIC NUMBER</u>	<u>312935</u>	<u>JAN. 14, 2015</u>

both to me known to be the same persons who executed the foregoing instrument, and acknowledging to me that the same is their free and voluntary act and deed.

This instrument, consisting of three (3) pages, including this page wherein this acknowledgement is written, has been duly signed by the Parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and now affix my notarial seal, this APR 24 2015 day of \_\_\_\_\_, 2015, in MANILA City.

NOTARY PUBLIC

ATTY. HENRY D. ADASA  
Notary Public, City of Manila  
Comm. No. 2014-162 until Dec. 31, 2015  
S.C. Roll No. 29679  
FRC Bldg. Taft P. Gil st., Malate MLA  
IBP No. 830480 01/05/15 Z.N.  
PTR No. 3824852/ 01/05/15 MLA  
MCLE Compliance No. 111-002348

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