

# CONTRACT AGREEMENT

**THIS AGREEMENT** made on the 10<sup>th</sup> day of May 2015 by and between **HOUSING AND LAND USE REGULATORY BOARD, Southern Mindanao Region**, duly organized government agency and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2/F CAM Building Monteverde St., Davao City, represented by its Regional Director, **ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL** (hereinafter called "the Procuring Entity").

-and-

The **EMCOR, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with main branch office address at **JVR Bldg., J.P. Laurel Avenue, Bajada, Davao City**, represented by its Account Executive, **HERBERT LOU H. HORNIJAS** (hereinafter called "the Supplier").

**WHEREAS**, the Procuring Entity invited Bidders for the procurement of nine (9) units Desktop Computers and eleven (11) units Laptop Computers and has accepted a Bid by the supplier for the supply of those goods and ancillary services, viz., **Procurement of New Branded Laptops and Desktops** in the sum of **Seven Hundred Ninety Nine Thousand Eight Hundred Pesos (Php 799,800.00)** (herein after called "the Contract Price").

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder.
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications; and
  - (d) the Entity's Notification of Award.
3. 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 and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby agrees to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. The Supplier warrants full title and ownership over the Office Equipment and that the same are free from liens and encumbrances in favor of any third party or entity.
6. In the event that the said goods shall be defective, the Supplier shall be responsible for any and all damages that the Procuring Entity shall incur.
7. This agreement constitutes the entire understanding between the parties and maybe modified, altered or amended only with prior written consent of the party or parties against whom such modification, alteration or amendment shall take effect.

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 XI

EMCOR, INC.

By:

By:

ATTY. ROBERTO MAURO MIGUEL T. PALMA GIL  
Regional Director

HERBERT LOU H. HORNIJAS  
Account Executive

SIGNED IN THE PRESENCE OF:

MA. FELICE M. RAUOS


RODNET ESTORINO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
City of Davao )SS.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this JUN 05 2015 day of \_\_\_\_\_, 2015, personally appeared *Atty. Roberto Mauro Miguel T. Palma Gil*, Regional Director, Housing and Land Use Regulatory Board XI with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at *Davao City* and *HERBERT LOU H. HORNIJAS*, Account Executive, EMCOR, Inc. with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ known to me and known to be the same person who executed the foregoing instrument consisting of two (2) pages, including the page wherein the acknowledgments is written and acknowledged before me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

  
VIDAL D. VERA CRUZ, JR.  
NOTARY PUBLIC  
PTR NO. 4591853/JAN. 5, 2015, D.C.  
BP NO. 964495, DEC. 23, 2014, D.C.  
ROLL NO. 23, 709  
MEZZANINE FLOOR, VERA CRUZ BLDG.  
SAN PEDRO ST. DAVAO CITY

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*Herbert Lou H. Hornijas*