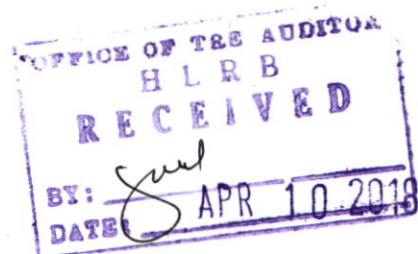


CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, this ____ day of _____ 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, represented herein by its Commissioner and Chief Executive Officer, **ATTY. LLOYD CHRISTOPHER A. LAO**, who is duly authorized to represent the same in this agreement, herein referred to as the **"PROCURING ENTITY"**

AND

MOTOR AND CARRIAGE, INC. [Hyundai North EDSA], a firm incorporated under the laws of the Philippines, with postal address at 1142 EDSA Balintawak Apolonio Samson, Quezon City, duly represented by its General Manager **MR. JORGE D. GERONIMO**, herein referred to as the **"SUPPLIER"**,


WITNESSETH THAT

WHEREAS, on 15 February 2018, the **HLURB** posted in the Philippine Government Electronic Procurement System [PhilGEPs], an Invitation to Bid [IB] for the procurement of **Four [4] Motor Vehicles** with an Approved Budget for the Contract [ABC] amounting to Four Million Eight Hundred Forty Thousand Pesos [Php4,840,000.00], inclusive of taxes, under Section 10 [Competitive Bidding] of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184, or the Government Procurement Reform Act;

WHEREAS, pursuant to Bids and Awards Committee [BAC] Resolution No. IB-001-04, dated 19 March 2018, the BAC recommended the award of the contract to **Motor and Carriage Inc. [Hyundai North EDSA]**, since its offer is the **Single Calculated and Responsive Bid**;

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 referred to.
2. The **SUPPLIER** shall deliver four [4] units of **Hyundai Tucson 2.0 GL 6 AT 2WD Gas** to the **PROCURING ENTITY**, each unit with [a] Official Receipt and Certificate of Registration [ORCR], [b] Three [3] years LTO Registration [red plate] or conduction sticker, and [c] Third-Party Liability Insurance.
3. 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 Technical Specifications; and
 - [c] the **PROCURING ENTITY's** Notification of Award.


THELMA M. JACOBO
Sales Consultant, Motor
and Carriage Inc.


JORGE D. GERONIMO
General Manager, Motor
and Carriage Inc.



RIA CORAZON A. GOLEZ-CABRERA
Commissioner, HLURB


LLOYD CHRISTOPHER A. LAO
Commissioner and CEO, HLURB



LLOYD CHRISTOPHER A. LAO
Commissioner and CEO, HLURB

4. For and in consideration of the faithful performance by the **SUPPLIER** of its duties and obligations under this Contract, the **PROCURING ENTITY** agrees to pay the **SUPPLIER** the total amount of **FOUR MILLION SEVEN HUNDRED EIGHTY THOUSAND Philippine Pesos [PhP4,780,000.00]**, 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.
5. Payment to the **SUPPLIER** shall be made within fifteen [15] days after delivery of the units through check with *Certificate of Final Tax Withheld at Source [BIR Form No. 2306]* and *Certificate of Creditable Tax Withheld at Source [BIR Form No. 2307]*.
6. The **SUPPLIER** commits to a warranty of five [5] years and unlimited mileage.
7. 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.
8. The **PROCURING ENTITY** hereby covenants 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.

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.



LLOYD CHRISTOPHER A. LAO
 Commissioner and Chief Executive Officer
 For the Procuring Entity

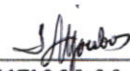


JORGE D. GERONIMO
 General Manager
 For the Supplier

SIGNED IN THE PRESENCE OF:



RIA CORAZON A. GOLEZ-CABRERA
 Commissioner



THELMA M. JACOBO
 Sales Consultant

Certified funds available


MARIZEL B. CORREOS
 Chief Accountant

06-03104373-2018-04-157

03 APR 2018

