Contract Agreement

THIS	AGREEMENT,	made	e on	VI	DEC 0 5 2022	between	the	Provincial
Govern	nment of Isabela	with	office	address	at Provincial	Capitol, Alibagu,	City	of Ilagan,
Isabela	(hereinafter called	the "E	Entity")				

and

Aves Farm Supply and General Merchandise, represented by Ms. Jenny Ann A. Garcia, Proprietor, with office address at Roxas St., District II, Cauayan City, Isabela.

WHEREAS, the Entity has invited the Bidder for the Supply and Delivery of 622 Heads Gilt for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid for Twenty Seven Million Eight Hundred Ninety Six Thousand Seven Hundred Pesos & 00/100 (\$\mathbb{P}27,896,700.00) of the Supplier for the provision and completion of such goods.

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 hereinafter referred to.
- 2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) Invitation to Apply for Eligibility and to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form and Price Schedule, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's Conforme thereto;
 - (I) Other contract documents that may be required by existing laws and/or the Entity. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity with the provisions of this Contract in all respects, such as:
 - i. Stocks must come from accredited and reputable piggery.
 - ii. Stocks must be vaccinated against the following diseases:
 - a. Hog Cholera
 - b. Mycoplasma
 - c. Actinobacillus pleuropneumonia

- d. Pseudorabies
- e. Swine Parvo Virus
- f. Porcine Resperatory Reproductive Syndrome
- g. Porcine Corona Virus
- iii. The stocks must be accompanied by a laboratory result indicating that they are tested negative from African Swine Fever (ASF) as least two(2) weeks prior to delivery.
- iv. The Supplier shall deliver the gilts at the designated area of distribution.
- v. Inspection and acceptance of the Gilts shall be made upon delivery.
- vi. The Supplier must agree to replace the animals that died within two (2) months after delivery.
- vii. With hauling.
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

IN WITNESS WHEREOF, the parties herewith have caused this Agreement to be executed in the day and year first above written.

PROVINCE OF ISABELA
Provincial Local Government Unit

and

AVES FARM SUPPLY AND GENERAL MERCHANDISE

Supplier

By:

RODOLFO T. ALBANO III

Provincial Governor

By:

MS. JENNY ANN A. GARCIA

Proprietor

SIGNED IN THE PRESENCE OF:

<u>atty. John ryan p. torio</u>

Provincial Legal Officer

MR. RODRIGO T. SAWIT

Provincial General Services Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)								
Province of Isabela) S.S.								
City of Ilagan)								
BEFORE ME , this day of, 2022 at								
, Philippines personally appeared HONORABLE								
GOVERNOR RODOLFO T. ALBANO III with Community Tax Certificate No. 03732941,								
issued at Cabagan, Isabela, on January 05, 2022 and MS. JENNY ANN A. GARCIA, of Roxas								
St., District II, Cauayan City, Isabela with Driver's License No. B02-84-008129 and known to								
me to be the same persons who executed the foregoing instrument and acknowledge to me that								
the same is their free and voluntary acts and deeds and of the entities they represent.								
WITNESS MY HAND AND NOTARIAL SEAL.								
Notary Public								
Doc. No. 246								
Page No. C. RIGOS								
Book No. 179								
Market Course of Proceedings of the Art of t								
And the state of t								