## **Contract Agreement**

THIS AGREEMENT, made on the 9th day of November, 2022 between the **Provincial** Government of Isabela with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

**B.M. Domingo Motor Sales, Inc.,** represented by **Mr. Danilo E. Joven,** Authorized Representative, with office address at 349 Maharlika Highway, San Fermin, Cauayan City, Isabela.

WHEREAS, the Entity has invited the Bidder for the Supply and Delivery of Four (4) Units Delivery Truck, Dropside (10ft) for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to Six Million Six Hundred Thirty Six Thousand Pesos & 00/100 (\$\mathbb{P}6,636,000.00\$) 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;
  - (1) 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.
- 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	B.M. DOMINGO MOTOR SALES, INC. Supplier
By:  RODOLFO T. ALBANO III  Provincial Governor	By:	MR. DANALO E. JOVEN Authorized Representative
SIGNED IN THE PRESENCE OF		
ATTY. JOHN RYAN P. TORIO Provincial Legal Officer		MS. LUCILA M. AMBATALI vincial Social Welfare & Development Officer  LEDGEMENT
AC	MINOW	LEDGEMENT
REPUBLIC OF THE PHILIPPINES ) Province of Isabela ) S. City of Ilagan )	S.	
Philippines personally appeared HONORABLE GOVERNOR RODOLFO T. ALBANO III with Community Tax Certificate No. 03732941, issued at Cabagan, Isabela, on January 05, 2022 and MR. DANILO E. JOVEN, of 349 Maharlika Highway, San Fermin, Cauayan City, Isabela with Driver's License No. C03-80-006034 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.		
Doc. No. Page No. Book No. Series of 2022		ATTY. RODRIGO A. RIGOS  PROTARY PUBLIC  Until December 31,2022  PTR No. 7535669H Notaby/Rulais City, Isabela  ROH NO. 25956  ISP OR NO. 177029  MCLE Cert. of Compliance No. VI-0221784  Issued on MARCH 28,2026  UNTIL APRIL 14 2073