## **Contract Agreement**

THIS AGREEMENT, made on the 27<sup>th</sup> day of September, 2022 between the **Provincial** Government of Isabela with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

JSG POLYMAX INDUSTRIAL CORPORATION, represented by Mr. Alberto S. Cardenas, Jr., Authorized Representative, with office address at 111 C. Lawis Ext. Brgy. San Isidro, Antipolo City, Rizal.

WHEREAS, the Entity has invited the Bidder for the Supply and Delivery of Two (2) Units Baracuda II Rescue Boats with Trailer (2nd Bid) for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to One Million Two Hundred Ninety Thousand Pesos and 00/100 (Php 1,290,000.00) 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.

	ROVINCE OF ISABELA incial Local Government Unit	and	JSG POLYMAX INDUSTRIAL CORPORATION Supplier	
Ву:	DDOLFO T. ALBANO III. Provincial Governor	By:	MR. ALBERTO S. CARDENAS, JR. Authorized Representative	
	SIGNED IN THE PRESENCE OF			
	Y. JOHN RYAN P. TORIO Provincial Legal Officer	Provincia ACKNOWLE	MS. LUCILA M. AMBATALI al Social Welfare & Development Officer  DGEMENT	
Provi	UBLIC OF THE PHILIPPINES nce of Isabela of Ilagan	) S.S.		
issued 111 C 38625 ackno	I at Cabagan, Isabela, on Janua C. Lawis Ext. Brgy. San Isidro 88 and known to me to be the	BANO III with Co ary 05, 2022 and M o, Antipolo City, R e same persons who	2022 at personally appeared HONORABLE ammunity Tax Certificate No. 03732941, IR. ALBERTO S. CARDENAS, JR., of izal, with Driver's License No. N04-97-po executed the foregoing instrument and untary acts and deeds and of the entities	
WIT	NESS MY HAND AND NOTA	ARIAL SEAL.	$\bigcap$	

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Series of 2022

ATTY. JENNY FLOR T. MANANTAN

Notary Public

No. 66187

PTR No. PGI 14151531/1-3-2022

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MCLE No. VII-0014128