

Contract Agreement

TOHIS AGREEMENT, made on the 20th day of December, 2022 between the **Provincial Government of Isabela** with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

Toyota Isabela, Inc., represented by **Mr. King Richard E. Masa**, Authorized Representative, with office address at Km. 321 Maharlika Highway, Malapat, Cordon, Isabela.

WHEREAS, the Entity has invited the Bidder for the **Supply and Delivery of One (1) Unit Brand New AUV 2800cc, 4 Cylinder, Diesel, M/T with 3 years LTO Registration/ITB No. 2022-G-034/Lot 2** for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to **One Million Two Hundred Sixty Four Thousand Pesos & 00/100 (₱1,264,000.00)** 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;
 - (l) 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 **TOYOTA ISABELA, INC.**
Supplier

By:

By:


RODOLFO T. ALBANO III
Provincial Governor


MR. KING RICHARD E. MASA
Authorized Representative

SIGNED IN THE PRESENCE OF:


ATTY. JOHN RYAN P. TORIO
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 **MR. KING RICHARD E. MASA**, of Km. 321 Maharlika Highway, Malapat, Cordon, Isabela with Community Tax Certificate No. 07117555, issued at Santiago City, Isabela on January 18, 2022 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.


ATTY. JENNI FLOR T. MANANTAN
Notary Public
Until July 1, 2024
Roll of Attorney's No. 66187
PTR No. PGI 14151531/1-3-2022
IBP No. 183101/1-3-2022
MCL E No. VII-0014128
Notary Public

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Series of 2022