

## Contract Agreement

**THIS AGREEMENT**, made on the 14<sup>th</sup> day of June 2019 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. Joel H. Canlas**, General Manager, with office address at **KM. 321, Maharlika Highway, Brgy. Malapat, Cordon, Isabela.**

**WHEREAS**, the Entity has invited the Bidder for the **Procurement of Seven (7) Units AUV, 1.5 Gas, A/T, 7 Seaters with 3 Years LTO Registration** for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to **Eight Million Twenty-Six Thousand Nine Hundred Pesos and 00/100 (PhP8,026,900.00)** 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.
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

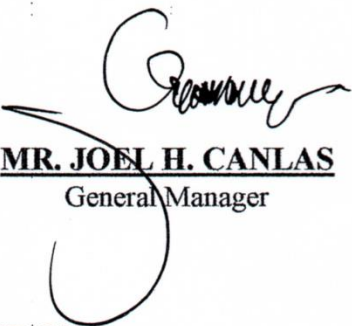
and

**TOYOTA ISABELA, INC.**  
Supplier


By:

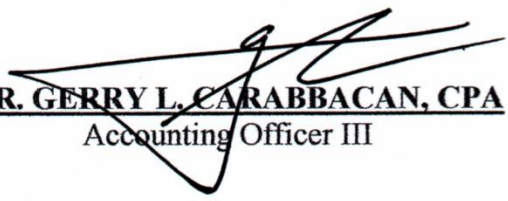
By:

  
**HON. FAUSTINO G. DY, III**  
Provincial Governor

  
**MR. JOEL H. CANLAS**  
General Manager

SIGNED IN THE PRESENCE OF:

  
**ATTY. FRANCIS JAMES E. MEER**  
Provincial Legal Officer

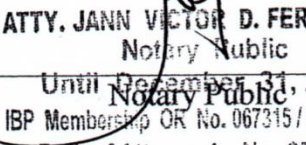
  
**MR. GERRY L. CARABBACAN, CPA**  
Accounting Officer III

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
Province of Isabela ) S.S.  
City of Ilagan )

**BEFORE ME**, this 20th day of June, 2019 at \_\_\_\_\_, Philippines personally appeared **HONORABLE GOVERNOR FAUSTINO G. DY, III** with Community Tax Certificate No. 20811111, issued at Cauayan City, Isabela, on January 03, 2019 **MR. JOEL H. CANLAS**, General Manager, Toyota Isabela, Inc. of KM. 321 Maharlika Highway, Brgy. Malapat, Cordon, Isabela with Community Tax Certificate No. 12597655, issued at Malapat, Cordon Isabela on January 10, 2019 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. JANN VICTOR D. FERMIN III**  
Notary Public  
Until ~~December 31, 2019~~  
Notary Public  
IBP Membership OR No. 067315 / 1-12-19  
Roll of Attorney's No. 65839  
PTR No. PGI 10793635 / 1-3-19  
MCLE No. VI - 0004843

Doc. No. 6  
Page No. 2  
Book No. X  
Series of 2019