

Contract Agreement

THIS AGREEMENT, made on the 12th day of July 2021 between the **Provincial Government of Isabela** with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

Agricomp Machineries and Construction Corporation represented by **Rolando G. Rupac**, Authorized Representative, with office address at **Brgy. Tagaran Cauayan City, Isabela**.

WHEREAS, the Entity has invited the Bidder for the **Supply, Delivery, Installation And Testing of Brand New Recirculating Mechanical Dryer in Cauayan City, Isabela** for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to **Twenty One Million Three Hundred Thirty Thousand Four Hundred Pesos and 00/100 (Php 21,330,400.00)** 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

AGRICOMP MACHINERIES AND CONSTRUCTION CORP.
Supplier

By:

HON. RODOLFO T. ALBANO, III
Provincial Governor

By:

ENGR. ROLANDO G. RUPAC
Authorized Representative

SIGNED IN THE PRESENCE OF:

ATTY. JOHN RYAN P. TORIO
Provincial Legal Officer

ENGR. VIRGILIO S. LORENZO
Provincial Engineer

ACKNOWLEDGEMENT

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

BEFORE ME, this 12th day of July, 2021 at Cauayan City, Philippines personally appeared **HONORABLE GOVERNOR RODOLFO T. ALBANO III** with Community Tax Certificate No. 04370014, issued at Cabagan, Isabela, on January 05, 2021 and **ENGR. ROLANDO G. RUPAC**, of Brgy. Tagaran Cauayan City, Isabela, with Community Tax Certificate No. 12002158, issued at Cauayan City, Isabela on January 26, 2021 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. RODRIGO A. RIGOS
Notary Public
Until December 31, 2022
Notary Public

PTR No. PG 13273543/01-04-2021 Cauayan City, Isabela
IBP O.R. NO. 155050/01-26-2021
RCLE NO. V. 002744 issued on March 18, 2019 to April 14, 2022
NOT. APPL. NO. 2020 00

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