

## Contract Agreement

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**THIS AGREEMENT**, made on the 26<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

**Aves Farm Supply and General Merchandise**, represented by **Ms. Jenny Ann A. Garcia**, Proprietor, with office address at **Roxas St., District II, Cauayan City, Isabela**.

**WHEREAS**, the Entity has invited the Bidder for the **Supply and Delivery of Fertilizer** for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to **Two Million Six Hundred Fifty Seven Thousand One and 60/100 (Php 2,657,001.60)** 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

**AVES FARM SUPPLY AND  
GENERAL MERCHANDISE**  
Supplier


By:


By:

  
**RODOLFO T. ALBANO III**  
Provincial Governor

  
**MS. JENNY ANN A. GARCIA**  
Proprietor

SIGNED IN THE PRESENCE OF:

  
**ATTY. JOHN RYAN P. TORIO**  
Provincial Legal Officer

  
**MS. LUCILA M. AMBATALI**  
Provincial Social Welfare & Development Officer


**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
Province of Isabela ) S.S.  
City of CAUAYAN CITY )

**SEP 26 2022**  
BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at

CAUAYAN CITY, Philippines personally appeared **HONORABLE GOVERNOR RODOLFO T. ALBANO III** with Community Tax Certificate No. 03732941, issued at Cabagan, Isabela, on January 05, 2022 and and **MS. JENNY ANN A. GARCIA**, of Roxas St., District II, Cauayan City, Isabela with Driver's License No. B02-84-008129 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. ELIZARDO I. DELMENDO**  
Notary Public  
Until December 30, 2022  
PTR No. 2297161  
Issued on January 3, 2022  
Roll No. 21927  
**Notary Public**  
MCLE No. V19018659  
Valid Until April 14, 2025  
IBP OR No. 205752

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