

## Contract Agreement

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

**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 Brand New AUV, 2800cc, 4-cylinder, Diesel, A/T, with 3 Years LTO Registration** 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 and 00/100 (Php1,264,000.00)** 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.
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.

