

## 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, FX Body, Dual A/C 2400cc, 4 x 2, 4 Cylinder DSL, M/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 One Hundred Forty Six Thousand Pesos and 00/100 (Php1,146,000.00)** 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 Conformance 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:

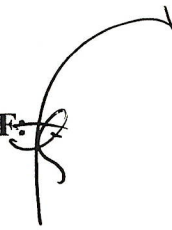
By:

  
**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

  
**MS. LUCILA M. AMBATALI**  
PSWD Officer

**ACKNOWLEDGEMENT**

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

SEP 27 2022

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.**

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Series of 2022

**ATTY. PAUL ANGELO R. UY**  
Notary Public  
Until December 31, 2022  
Roll No. 65851  
IBP Lifetime Membership No. 014901/May 20 2016  
PTR No. 14151605/1-4-2022  
MCLE Compliance No. VI-0004871/11-30-2017; Pasig City