

Contract Agreement

THIS AGREEMENT, made on the 17th 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

Agricomp Machineries and Construction Corp. represented by **Engr. Rolando G. Rupac**, VP-Operations/ Sales, with office address at **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 San Mariano, Isabela** (hereinafter called "the Goods") for which the entity accepted the Bid amounted to **Twenty One Million Two Hundred Twenty Eight Thousand Four Hundred Eighty Pesos and 00/100 (PhP21,228,480.00)** 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.

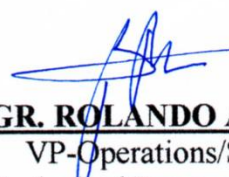
PROVINCE OF ISABELA
Provincial Local Government Unit

and **AGRICOMP MACHINERIES & CONS. CORP.**
Supplier

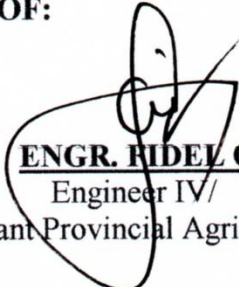
By:

By:


HON. FAUSTINO G. DY, III
Provincial Governor


ENGR. ROLANDO A. RUPAC
VP-Operations/Sales
Authorized Representative


ATTY. FRANCIS JAMES E. MEER
Provincial Legal Officer


ENGR. FIDEL O. DOCA
Engineer IV/
OIC-Assistant Provincial Agriculturist

SIGNED IN THE PRESENCE OF:

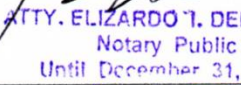
ACKNOWLEDGEMENT

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

BEFORE ME, this 26th 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 and **ENGR. ROLANDO A. RUPAC**, VP-Operations/Sales, Authorized Representative, Agricom Machineries and Construction Corporation of Brgy. Tagaran, Cauayan City, Isabela with Community Tax Certificate No.201709944383, issued at Cauayan City, Isabela on January 9, 2019 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 2019


ATTY. ELIZARDO T. DELMENDO
Notary Public
Until December 31, 2019
Roll No. 21927
PTR NO. 10096454
Issued at Cauayan City, Isabela
On January 3, 2019
MCLE Cert. of Compliance No. 9-10-2019
Issued on Oct. 10, 2016
Notarial Appl. No. 2017-16