

Contract Agreement

THIS AGREEMENT, made on the 17th day of September 2020 between the **Provincial Government of Isabela** with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

Stonebrothers Incorporated represented by **Mr. Richardson U. Chua**, Authorized Representative, with office address at **310 Midtown Executive Homes, U.N Avenue, Paco, Manila**.

WHEREAS, the Entity has invited the Bidder for the **Supply and Delivery of 153 Units MINI DUMP TRUCK, Engine Displacement: 2.7L, 4 x 2, 4 Cylinder, 109HP, Euro 4 Engine, with 3 Years LTO Registration** for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounted to **One Hundred Ninety Eight Million Two Hundred Eighty Eight Thousand Pesos and 00/100 (Php198,288,000.00)** 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.

IN WITNESS WHEREOF, the parties herewith have caused this Agreement to be executed in the day and year first above written.

PROVINCE OF ISABELA and STONEBROTHERS INCORPORATED
Provincial Local Government Unit Supplier

By:

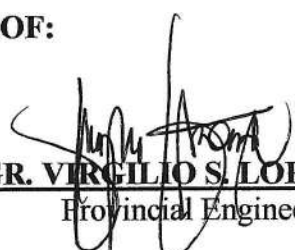
By:


HON. RODOLFO T. ALBANO III
Provincial Governor


MR. RICHARDSON U. CHUA
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 ~~Manila~~)

BEFORE ME, this 21 SEP 2020 day of September, 2020 at
MANILA, Philippines personally appeared **HONORABLE GOVERNOR RODOLFO T. ALBANO III** with Community Tax Certificate No. 04370014, issued at Cabagan, Isabela, on January 10, 2020 and **MR. RICHARDSON U. CHUA**, of 310 Midtown Executive Homes, U.N Avenue, Paco, Manila with Community Tax Certificate No. 00006741, issued at Paco, Manila on January 15, 2020 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.

Doc. No. 284
Page No. 60
Book No. 78
Series of 2020


Ma. Margarita C. Rodriguez-Basco
Notary Public until Dec. 31/2021
3rd Fl. Legal Dept. Philpost
Notary Public
P.t.r. no. 908044, 12/12/19
I.B.p. no. 097365, 12/12/19
Roll no. 40102
MCLE VI-0024927: 4/17/19
Commission No. 2020-057