Contract Agreement

THIS AGREEMENT made this 30 day of JAN 2019 between GOVERNMENT ARSENAL, Camp General Antonio Luna, Limay, Bataan of the Philippines (hereinafter called the "Entity") of the one part and PLASTIMER INDUSTRIAL CORPORATION of Rm. 619 BPI Building, Plaza Cervantes, Binondo, Manila (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of 13,500 pieces Plastic Crate, IB Nr. GA-BAC-2018DP-21-TIF and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of FOUR MILLION NINE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED PESOS (PhP4,927,500.00) only (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) Bid Form and the Price Schedule submitted by the Bidder;
   (b) Schedule of Requirements;
   (c) Technical Specifications;
   (d) General Conditions of Contract;
   (e) Special Conditions of Contract; and
   (f) Entity’s Notification of Award.

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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

Signed, sealed, delivered by:

 DANIEL R. CASABAR JR
 Director
 Government Arsenal

 MS. JOYCE MYCO C. RAYMUNDO
 Authorized Representative
 Plastimer Industrial Corporation
SIGNED IN THE PRESENCE OF:

MS. ROWEEENA G. BASA
Superintendent
Planning & Logistics Division

MS. ERLINDA C. ONG
Corporate Secretary
Plastimer Industrial Corporation

ATTY. ABEGAIL C. GABRIEL
Arsenal Legal Officer

MS. ALLECIAH D. CARREON
Chief Accountant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF BALANGA, BATAAN ) s.s.

BEFORE ME, a Notary Public for and in Balanga City, Bataan, Philippines, on this day of 30, 2019 personally appeared:

DANIEL R CASABAR JR
MS. JOYCE MYCO C. RAYMUNDO
MS. ERLINDA C. ONG
MS. ROWEEENA G. BASA
ATTY. ABEGAIL C. GABRIEL
MS. ALLECIAH D. CARREON

Valid Identification Carci No.
T I N
120-445-129
Unified Multi-Purpose ID No.
0111-6384433-5
SSS No.
03-3253369-0
T I N
186-041-709
T I N
406-648-758
T I N
432-710-749

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary deed.

WITNESS MY HAND AND SEAL on the date and place above written:

ATTY. DINDO D. BEBER
Notary Public for and in the Province of Bataan
Notarial Commission No. 355-18
Until December 2019
Roll No. 62224
P10 No. 27176806/01-03-19/Sanla City, Bar
P10 No. 065357/01-10-19/PH
MLC Compliance No. 17-01-1
2/F Gallow Boy, CAFI P. RO. 1
Sanla City, Bataan
NOTICE TO PROCEED

28 JAN 2019
(Date)

MS. JOYCE MYCO C. RAYMUNDO
Authorized Representative
PLASTIMER INDUSTRIAL CORPORATION
Rm. 619 BPI Building, Plaza Cervantes,
Binondo, Manila

Dear Ms. Raymundo,

The attached Contract Agreement having been approved, notice is hereby given to PLASTIMER INDUSTRIAL CORPORATION that work may commence for the supply and delivery of 13,500 pieces Plastic Crate, under IB Nr. GA-BAC-2018DP-21-TF for the Government Arsenal, DND upon receipt of this notice provided that the specification will be strictly complied with during delivery.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Arsenal, DND.

Very truly yours,

DANIEL R CASABAR JR
Director

I acknowledge receipt of this Notice on 31 JAN 2019
Name of the Representative of the Bidder
Authorized Signature
**PURCHASE ORDER**

**GOVERNMENT ARSENAL**

**Entity Name**

**Supplier:** PLASTIMER INDUSTRIAL CORPORATION  
**Address:** Rm. 619 BPI Building, Plaza Cervantes, Binondo, Manila  
**TIN:** 000-232-814-000

**P. O. No.:** 2019-01-001  
**Date:** 14 JAN 2019

**Mode of Procurement:** Public Bidding

**Gentlemen:**

Please furnish this Office the following articles subject to the terms and conditions contained herein:

| Place of Delivery: | Government Arsenal, Lamao, Limay, Bataan  
| Date of Delivery: | Within one hundred eighty (180) calendar days from the receipt of Notice to Proceed (NTP)  
| Delivery Term: | DAP Camp General Antonio Luna, Lamao, Limay, Bataan  
| Payment Term: | Partial payment for every partial accepted delivery is allowed

<table>
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<tr>
<th>Stock/Property No.</th>
<th>Unit</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
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| pc                |      | PLASTIC CRATE for 5.56mm/ 7.62mm Ammunition  
|                   |      | A. TYPE OF MATERIAL AND PROPERTIES  
|                   |      | The hard plastic crate shall be made from High Density Polyethylene (HDPE) material with following properties:  
|                   |      | 1. Mean Tensile Strength (ASTM D638), min : 3,480 psi (24 Mpa)  
|                   |      | 2. Mean Elongation, % (ASTM D638), min : 500  
|                   |      | 3. Mean Durometer Hardness (ASTM D2240-03) : 50 min, 5 kg load  
|                   |      | Shore D (SD)  
|                   |      | B. CRATE PROPERTIES  
|                   |      | The hard plastic crate shall conform to the following requirements:  
|                   |      | 1. Bending / Flexural Strength - The hard plastic crate shall show no sign of bending after conduct of bending / flexural test (ASTM Test Method D790) at a 113 kg load.  
|                   |      | 2. Compression Strength - The hard plastic crate shall show no sign of compression after conduct of compression strength test (ASTM Test Method D695) at a 113 kg load.  
|                   |      | C. WORKMANSHP  
|                   |      | The hard plastic crate shall be uniform in quality and shall be free from burr, scuff, hole, tear, lump, crack, indentation, split edge, blow, blister, buckle, chip, dirt, grease and other injurious defects which would interfere with the purpose for which the hard plastic crate is intended.  
|                   |      | 13,500 | P 365.00 | P 4,927,500.00 |
D. DIMENSIONAL

The dimensions of the hard plastic crate for 5.56mm / 7.62mm shall be in accordance with Drawings PCA/B 12-01 (sheets 1 & 2) and PCA/B-12-02 (sheet 3).

E. MARKINGS/ LOGO AND COLOR

The embossed marking, GA Logo and color of the hard plastic crate shall comply with drawing PCA/B 12-01 (sheet 1).

F. SLIP LOCK AND LOCK PIN

The dimensions and material of the slip lock and lock pin for 5.56mm / 7.62mm shall be in accordance with drawing PCA/B-12-02 (sheet 3). Four (4) lock pins should be securely inserted to the holes of the slip locks of the crate and cannot be easily removed without being damaged. This will serve as protection against pilferage of the finished ammunition.

G. DROP TEST/ IMPACT TEST

Major visual defect shall not be observed after conduct of drop test / impact test at a height of 1.2 meters.

NOTES:

1. New suppliers are required to submit test results for requirements A & B from a government accredited testing institution prior to delivery.

2. Any defective slip lock assembly and lock pin encountered after delivery shall be returned to the supplier for replacement.

3. The winning bidder is required to submit 5 pcs production sample for testing prior to delivery.

****nothing follows****

BASIS: Cartridge Assembly and Packaging Division

REF: PR No. 2018-10-390, Fund Transfer from Various Agencies

PURPOSE: For packing of 5.56mm and 7.62mm Loose Ammunition

PAYMENT TERM:

The terms of the payment shall be as follows:

Payment of ninety-five percent (95%) for each delivery shall be made thru Check/ Disbursement Voucher (DV) or Domestic Letter of Credit (LC) after delivery and acceptance at the Government Arsenal and presentation of Certificate of Acceptance Inspection.

The remaining five percent (5%) shall be retained to cover warranty obligations, to be released after three (3) months or upon submission of an equivalent special bank guarantee.
Partial payment for every partial accepted delivery is allowed with a minimum quantity of 5,000 pieces for each delivery, provided that the five (5) samples used for destructive test shall be replaced.

(Total Amount in Words) FOUR MILLION NINE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED PESOS only

P 4,927,500.00

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered items.

Conforme:  

MS. JOYCE MYCO C. RAYMUNDO
Signature over Printed Name

31 JAN 2019
Date

Very truly yours,

DANIEL R. CASA BAR JR
Director

Fund Cluster: 101101
Funds Available: PHP 4,927,500.00

ORS/BURS No.: 02-101101-2019-01-001
Date of the ORS/BURS: January 31, 2019
Amount: PHP 4,927,500.00

MS. ALLEGIAH D. CARREON, CPA
Chief Accountant