Contract Agreement

THIS AGREEMENT made this 28th day of February 2018 between GOVERNMENT ARSENAL, Camp General Antonio Luna, Limay, Bataan of the Philippines (hereinafter called "the Entity") of the one part and NASHE ENTERPRISES of FB 27/28A, First Basement Level, Makati Cinema Square, Chino Roces Ave., San Lorenzo, Makati City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of 10 L1 of Lot III – Weapon Parts, IB # GA BAC 2018-IA-11 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of THREE HUNDRED NINETY THOUSAND SEVEN HUNDRED PESOS (PhP 390,700.00) 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;
   (f) Entity’s Notification of Award; and
   (g) Supplemental Bulletin

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. MARY JANE N. ROXAS
Proprietress
Nashe Enterprises
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 3rd day of February 2018 personally appeared:

DANIEL R CASABAR JR
MS. MARY JANE N. ROXAS
MR. EDMER Q. ANTOLIN
MS. ROWEEKA G. BASA
ATTY. ABEGAIL C. GABRIEL
MS. ALLECEAH D. CARREON

Valid Identification Card No.
TIN  120-449-129
Passport No. P6446555A
TIN  196-041-509
TIN  406-648-758
TIN  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. JULIET SANGILANG-SALAE
NOTARY PUBLIC
FOR AND IN THE PROVINCE OF BATAAN
Notarial Commission Case No. 345-16,
Until December 31, 2018
3rd Floor Chooing Bldg., Balanga City. B.
ROLL NO. 36830
BPP License No.: 1009-396, BATAAN
PBB No.: 20216, O.M.B, Balanga City, Bataan
NOTICE TO PROCEED

14 DEC 2018
(Date)

MS. MARY JANE N. ROXAS
Proprietress
NASHE ENTERPRISES
FB 27/28A, First Basement Level,
Makati Cinema Square, Chino Roces Ave.,
San Lorenzo, Makati City

Dear Ms. Roxas,

The attached Contract Agreement having been approved, notice is hereby given to NASHE ENTERPRISES that work may commence for the supply and delivery of Lot III – Weapon Parts, under ITB # GA-BAC-2018-IA-11 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
Name of the Representative of the Bidder
Authorized Signature

17 DEC 2018

Mary Jane N. Roxas
## PURCHASE ORDER

**GOVERNMENT ARSENAL**

**Entity Name**

**Supplier:** NASHE ENTERPRISES  
**Address:** FB 27/28A, First Basement Level,  
Makati Cinema Square, Chino Roces Avenue,  
San Lorenzo, Makati City  
**TIN:** 106-094-115-000  
**P. O. No.:** 2018-11-242  
**Date:** 26 Nov 2018  
**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, Limay, Bataan  
**Date of Delivery:** Within one hundred eighty (180) calendar days after the receipt of Notice to Proceed (NTP)

**Delivery Term:** DAP, Government Arsenal, Limay, Bataan  
**Payment Term:**

<table>
<thead>
<tr>
<th>Stock/ Property No.</th>
<th>Unit</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOT III - WEAPON PARTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. set</td>
<td>5.56mm NATO Barrel</td>
<td></td>
<td>10</td>
<td>P 32,000.00</td>
<td>P 320,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Length: 14.5&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1:7 Twist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CMV Chrome Lined Chamber and Bore</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HPT (High Pressure Test, per Milspec)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MPI (Magnetic Particle Inspected, per Milspec)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manganese Phosphate Barrel Finish on entire Barrel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: To include delta ring, F marked forge front sight base assembly, front hand guard cap, barrel nut and barrel extension</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Parts / Accessories for Pistol Cal. 45 1911 ACP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10. set</td>
<td>Barrel 5'</td>
<td></td>
<td>5</td>
<td>5,700.00</td>
<td>28,500.00</td>
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<tr>
<td>pc 11.</td>
<td>Barrel Bushing</td>
<td></td>
<td>5'</td>
<td>600.00</td>
<td>3,000.00</td>
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<tr>
<td>pc 12.</td>
<td>Firing Pin</td>
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<td>5'</td>
<td>1,150.00</td>
<td>5,750.00</td>
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<td>pc 13.</td>
<td>Slide Stop</td>
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<td>5'</td>
<td>1,150.00</td>
<td>5,750.00</td>
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<tr>
<td>pc 14.</td>
<td>Sear Spring</td>
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<td>5</td>
<td>640.00</td>
<td>3,200.00</td>
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<tr>
<td>pc 15.</td>
<td>Extractor</td>
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<td>5</td>
<td>1,450.00</td>
<td>7,250.00</td>
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<td>pc 16.</td>
<td>Ejector</td>
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<td>950.00</td>
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<td>pc 17.</td>
<td>Magazine 8 rounder</td>
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<td>8,500.00</td>
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<tr>
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<td>Recoil Spring</td>
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<td>5'</td>
<td>800.00</td>
<td>4,000.00</td>
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</table>

******nothing follows******

**BASIS:** Quality Assurance Division

**REF:** PR No. 2018-05-092, APP CY 2018, Page 2 - F
**TERM OF PAYMENT:**

The terms of payment shall be as follows:

Payment of ninety-nine percent (99%) shall be made thru:

a) Modified Disbursement Scheme (MDS) Checks or Direct Payment Scheme via bank debit system through issuance of Advice to Debit Account (ADA) of Supplier (DBM Circular 2013-16 dated December 23, 2013) after delivery and acceptance at the Government Arsenal; or

b) Letter of Credit (LC) after delivery and presentation of Inspection Acceptance Report (IAR) duly signed by the Inspection Acceptance Committee and written advice of payment duly signed by the Director, Government Arsenal.

The remaining one percent (1%) shall be retained to cover warranty obligations, to be released after three (3) months or upon submission of an equivalent special bank guarantee, and for LC, upon written advice of payment duly signed by the Director, Government Arsenal.

All charges for the opening of LC and/or incidental expenses thereto (i.e. bank commission, documentary stamp, tax, cable, etc.) shall be for the account of the supplier.

Partial payment for every partial accepted delivery is allowed provided however that delivery is complete per parts/accessories per caliber.

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**Fund Cluster:** 101101

**Funds Available:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PHP 390,700.00</td>
<td>390,700.00</td>
</tr>
</tbody>
</table>

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 item(s).

Conforme:

**MS. MARY JANE N. ROXAS**

Signature over Printed Name

17 DEC 2018

Date

Very truly yours,

**DANIEL R. CASABAR JR.**

Director

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**MS. ALLÉCIAH D. CARREON, CPA**

Chief Accountant