Contract Agreement

THIS AGREEMENT made this ______ day of ____________ between
GOVERNMENT ARSENAL, Camp General Antonio Luna, Limay, Bataan of the Philippines
(hereinafter called “the Entity”) of the one part and ATARASHII TECHNOLOGIES
INTERNATIONAL of 129 Caimito St., Cembo, Makati City, Metro Manila (hereinafter called “the
Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz.,
Procurement of 5 LI Laboratory Chemicals, Supplies and Apparatus, IB Nr. GA-BAC-
2019-IA-11 and has accepted a Bid by the Supplier for the supply of those goods and services
in the sum of ONE HUNDRED EIGHTY FIVE THOUSAND NINE HUNDRED SEVENTY SEVEN
PESOS (PhP185,977.00) 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

MR. RYAN NAPOLEON S. GAY-YA
CEO/Owner
Atarashii Technologies International
SIGNED IN THE PRESENCE OF:

MS. ROWEENA G. BASA
Superintendent
Planning & Logistics Division

Rosario R. Mabido
Witness
Atarashii Technologies International

ATTY. ABEAGAIL 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 _________ 2019 personally appeared:

DANIEL R. CASABAR JR
TIN 120-449-129
MR. RYAN NAPOLEON S. GAY-YA
Passport No. EZ8306472
MS. ROSARIO R. MOBIDO
UMID No. 0004-366-1312-5
MS. ROWEENA G. BASA
TIN 196-041-509
ATTY. ABEAGAIL C. GABRIEL
TIN 406-648-758
MS. ALLECIAH D. CARREON
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:

DANIEL R. CASABAR JR

Doc. No. 059
Page No. 163
Book No. 3511
Series of 2019
NOTICE TO PROCEED

24 MAY 2019
(Date)

MR. RYAN NAPOLEON S. GAY-YA
CEO/Owner
ATARASHII TECHNOLOGIES INTERNATIONAL
No. 129 Caimito St., Cembo,
Makati City, Metro Manila

Dear Mr. Gay-ya,

The attached Contract Agreement having been approved, notice is hereby given to ATARASHII TECHNOLOGIES INTERNATIONAL that work may commence for the supply and delivery of 5 LI Laboratory Chemicals, Supplies and Apparatus, under ITB # GA-BAC-2019-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

Ryan Napoleon S. Gay-ya
PURCHASE ORDER
GOVERNMENT ARSENAL

Supplier: ATARASHII TECHNOLOGIES INTERNATIONAL
Address: No. 129 Caintito Street Cembo Makati City
TIN: 246-048-354-000

P. O. No.: 2019-04-094
Date: April 5, 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 ninety (90) calendar days from the receipt of Notice to Proceed (NTP)

Delivery Term: DAP Camp General Antonio Luna, Lamao, Limay, Bataan
Payment Term: 

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<th>Stock/ Property No.</th>
<th>Unit</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Amount</th>
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<tr>
<td>20.</td>
<td>P</td>
<td>Mil Spec OD Green (H-240)</td>
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<td>55,385.00</td>
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<td>Armor Black (H-190)</td>
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<td>22,154.00</td>
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<tr>
<td>22.</td>
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<td>Armor Black (C-192)</td>
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<td>64,130.00</td>
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</tbody>
</table>

BASIS: SARUU
REF: P.K No. 2018-10-327 APP 2019 Page 3, C # 3
PURPOSE: For use in surface finishing

TERM OF PAYMENT:
The terms of payment shall be as follows:

a) Payment of ninety-five percent (95%) shall be made thru:
   - 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
   - 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.

b) 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, 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.

(Total Amount In Words) ONE HUNDRED EIGHTY FIVE THOUSAND NINE HUNDRED SEVENTY SEVEN PESOS only P 185,977.00

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 item/s.

Conforme:

MR. RYAN NAPOLEON S. GAY-YA
Signature over Printed Name
Date: May 31, 2019

Very truly yours,

DANIEL R. CASABAR, JR.
Director

MS. ALLEG C D. CARREON, CPA
Chief Accountant