

Contract Agreement

THIS AGREEMENT made the _____ day of _____ between **GOVERNMENT ARSENAL**, Camp General Antonio Luna, Limay, Bataan of the Philippines (hereinafter called "the *Entity*") of the one part and **GIBSON'S SHOE FACTORY, INC.** of 867 J.P. Rizal St., Concepcion, Marikina, Metro Manila (hereinafter called "the *Supplier*") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of 2 LI Safety Supplies, IB # GA-BAC-2019-IA-21** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION NINE HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED PESOS (PhP1,925,200.00)** only (hereinafter called "the Contract Price").

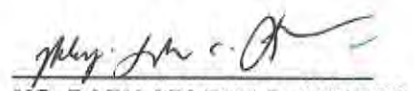
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Entity's Notice of Award; and
 - (g) the Performance Security.
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. BABY ARLENE C. ANDRES
General Manager
Gibson's Shoe Factory, Inc.


MS. AVELINA C. ALIANGAN
Supt., PLD
Government Arsenal


ATTY. GYRUS ENRICO D. JURADO
Corporate Secretary
Gibson's Shoe Factory, Inc.

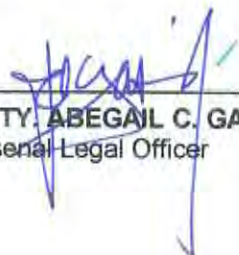

ATTY. ABIGAIL C. GABRIEL
Legal Officer
Government Arsenal


MS. ALLECIAH D. CARREON
Chief Accountant
Government Arsenal

SIGNED IN THE PRESENCE OF:


MS. AVELINA C. ALIANGAN
Superintendent
Planning & Logistics Division


ATTY. CYRUS ENRICO D. JURADO
Corporate Secretary
Gibson's Shoe Factory, Inc.


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
19 day of Nov., 2019 personally appeared:

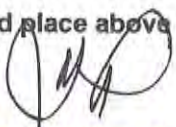
DANIEL R. CASABAR JR
MS. BABY ARLENE C. ANDRES
ATTY. CYRUS ENRICO D. JURADO
MS. AVELINA C. ALIANGAN
ATTY. ABEGAIL C. GABRIEL
MS. ALLECIAH D. CARREON

Valid Identification Card No.
T I N 120-449-129
Passport No. EC4451763
Passport No. P5642369A
T I N 112-799-761
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:

Doc. No. 158
Page No. 32
Book No. XX
Series of 2019


FLAVIANO T. AGUANTA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2017
PTR. NO. 4671727/1-16-19
IBP O.R. 070232/1-18-19


MS. BABY ARLENE C. ANDRES
General Manager
Gibson's Shoe Factory, Inc.


DANIEL R. CASABAR JR
Director





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF NATIONAL DEFENSE
GOVERNMENT ARSENAL
Camp General Antonio Luna
Lima, Bataan

NOTICE TO PROCEED

18 NOV 2019

(Date)

MS. BABY ARLENE C. ANDRES
General Manager
GIBSON'S SHOE FACTORY, INC.
867 J.P. Rizal St., Concepcion,
Marikina, Metro Manila

Dear Ms. Andres:

The attached Contract Agreement having been approved, notice is hereby given to **GIBSON'S SHOE FACTORY, INC.** that work may commence for the supply and delivery of **2 LI Safety Supplies, under ITB # GA-BAC-2019-IA-21** 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.

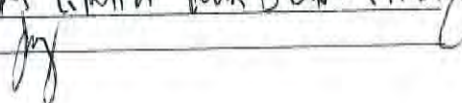
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Arsenal, DND.

Very truly yours,


DANIEL R CASABAR JR
Director

I acknowledge receipt of this Notice on
Name of the Representative of the Bidder
Authorized Signature

20 NOV 2019

MARY GILBERT MARDI CASABAR




PURCHASE ORDER
GOVERNMENT ARSENAL

Entity Name

Supplier:	GIBSON'S SHOE FACTORY, INC	P. O. No.:	2019-11-222
Address:	867 J.P. Rizal St., Concepcion	Date:	November 4, 2019
	Marikina, Metro Manila	Mode of Procurement :	Public Bidding
TIN:	004-643-515-000		

Gentlemen:

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

Place of Delivery:	<u>Government Arsenal, Lamao, Limay, Bataan</u>	Delivery Term:	<u>DAP Camp General Antonio Luna, Lamao, Limay, Bataan</u>
Date of Delivery:	<u>Within sixty (60) calendar days from the receipt of Notice to Proceed (NTP)</u>	Payment Term:	<u></u>

Stock/ Property No.	Unit	Description	Qty	Unit Cost	Amount
		SAFETY SUPPLIES			
	pair	1) SAFETY SHOES: high-cut, laced type, leather with polyurethane caps, polyurethane anti-slip outsole with sole heat resistant up to 130°C, with stabilizing shank in midsole to avoid easy deformation and grooved mid sole for shock absorption, heel support and fully contoured innersole, conforms to EN ISO 20345-2004 S1 and/or ASTM 2413 standards.	826	P 2,200.00	P 1,817,200.00
	pair	4) Combat Boots, Black Tropical pattern, durable upper materials black cordura fabric combination, durable black leather, outsole slip resistant and high abrasion resistance, flexible steel insole plate for protection from staked traps, 5 pairs coated alum speed lace loops, 3 pairs eyelets with black nylon cord lace with plastic tips, drainage eyelet in fine screen for ventilation and to drain water, toe reinforcement is hardened polystyrenes compound for rigidity and shape retention.	60	1,800.00	108,000.00
		***** nothing follows *****			
		BASIS: GASSO, ODA			
		REF: PR No. 2019-08-169, APP 2019, Page 5, B # 6			

Stock/ Property No.	Unit	Description	Qty	Unit Cost	Amount
<p>TERMS OF PAYMENT:</p> <p>The terms of payment shall be as follows:</p> <p>Payment of ninety-five percent (95%) upon delivery shall be thru Modified Disbursement Scheme (MDS) Checks or Direct Payment Scheme via bank debit sytem through issuance of Advice to Debit Account (ADA) of supplier (DBM Circular 2019-16 dated December 23,2013) after delivery and acceptance at the Government Arsenal.</p> <p>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.</p>					

(Total Amount in Words) ONE MILLION NINE HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED PESOS only P 1,925,200.00

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:

Very truly yours,

for: [Signature]
MS. BABY ARLENE C. ANDRES
 Signature over Printed Name

[Signature]
DANIEL R. CASABAR JR.
 Director

20 NOV 2019
 Date

Fund Cluster: 101101
 Funds Available: PHP 1,925,200.00

ORS/BURS No.: 02-101101-2019-11-1849
 Date of the ORS/BURS: NOV 11, 2019
 Amount: PHP 1,925,200.00

[Signature]
MS. ALLECIAH D. CARREON, CPA
 Chief Accountant