

Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of SEP 13 2018 between **GOVERNMENT ARSENAL**, Camp General Antonio Luna, Limay, Bataan of the Philippines (hereinafter called "the Entity") of the one part and the **Joint Venture Partnership of DAYAL SOLDERS and GECAR MACHINE SOLUTIONS, INC.** of No. 17 Mars Street, Congressional Subdivision II, Tandang Sora, Quezon City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of 138,000 kgs Lead Wire for 5.56mm, IB # GA BAC 2018DP-14-TF** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWENTY FIVE MILLION NINE HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED PESOS (Php25,957,800.00)** 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.

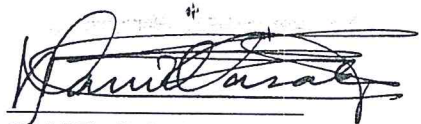
Signed, sealed, delivered by:


  
MS. ROWEENA G. BASA  
Supt., PLD

  
MR. HILARION E. LLANZA  
Sales Consultant  
Gecar Machine Solutions, Inc.

  
ATTY. BEGAIL C. GABRIEL  
Arsenal-Legal-Officer

  
MS. ALLECIAH D. CARREON  
Chief Accountant

  
DANIEL R CASABAR JR  
Director  
Government Arsenal

  
MR. GEORGE T. LAO  
Authorized Representative  
JV Partnership of Dayal Solders and  
Gecar Machine Solutions, Inc.

SIGNED IN THE PRESENCE OF:

  
MS. ROWEENA G. BASA  
Superintendent  
Planning & Logistics Division

  
MR. HILARION E. LLANZA  
Sales Consultant/ Authorized Signatory  
Gecar Machine Solutions, 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  
SEP 03 2018 day of 3 2018 personally appeared:

DANIEL R CASABAR JR

TIN 120-449-129

MR. GEORGE T. LAO

CRN - 0111-358 9874-6

MR. HILARION E. LLANZA

Driver's License N01-03-000153

MS. ROWEENA G. BASA

TIN 196-041-509

ATTY. ABEGAIL 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:

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Book No. XLX  
Series of 2018

  
ATTY. JULIET SANGALANG-SALARIA  
NOTARY PUBLIC  
FOR AND IN THE PROVINCE OF BATAAN  
Notarial Commission No. 245-16  
Until December 31, 2018  
LSP Lifetime No. 1030330, BATAAN  
PTR No. 2602316, 01.03.18, Balanga City, Bataan  
MCLE Compliance no. 60-600 valid until 4-12-19  
3rd Floor - Chowling Bldg., Balanga City Bataan  
ROLL NO. 33430

  
MR. GEORGE T. LAO  
Authorized Representative  
JV Partnership of Dayal Soldiers  
and Gecar Machine Solutions, Inc.

  
DANIEL R CASABAR JR  
Director