

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 the **Joint Venture Partnership of GECAR MACHINE SOLUTIONS, INC.** of No. 17 Mars Street, Congressional Subdivision II, Tandang Sora, Quezon City and **POB DRUSTVOS ORGANICENOM ODGOVORNOSCU ZA PRIOZVODNJU, TRGOVINU I USLUGE** of Bjelovar, Ulica 29, Rujna 4 Croatia and (hereinafter called "the *Supplier*") of the other part:

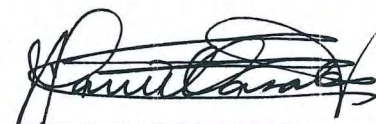
WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of 3,000,000 pieces 7.62mm M13 Links (Lot II), IB Nr. GA BAC 2019DP-14** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **NINE MILLION ONE HUNDRED EIGHTY THOUSAND PESOS (Php9,180,000.00)** 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. GEORGE T. LAO
Authorized Representative
JV Partnership of Gecar Machine Solutions, Inc.
and POB Drustvos Organicenom


MS. ROWENA G. BASA
Supt., PLD


MS. ERLINDA M. GO
Corporate Secretary
Gecar Machine Solutions, Inc.

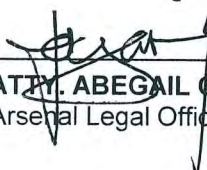

ARTY. ABEGAIL C. GABRIEL
Arsenal Legal Officer


MS. ALLECIAH D. CARREON
Chief Accountant

SIGNED IN THE PRESENCE OF:


MS. ROWEENA G. BASA
Superintendent
Planning & Logistics Division


MS. ERLINDA M. GO
Corporate Secretary
Gecar Machine Solutions, Inc.


ATTY. ABEGAIL C. GABRIEL
Arsenal Legal Officer


MS. ALLECIAH D. CARREON
Chief Accountant


MR. GEORGE T. LAO
Authorized Representative
JV Partnership of Gecar Machine Solutions, Inc.
and POB Divulstvos Organizaciotm

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. GEORGE T. LAO

CRN 0111-358 9874-6

MS. ERLINDA M. GO

TIN 934-172-335

MS. ROWEENA G. BASA

TIN 196-041-509

ATTY. ABEGAIL C. GABRIEL

TIN 406-648-758

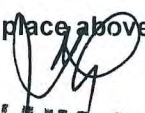
MS. ALLECIAH D. CARREON

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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Page No. 03
Book No. XXV
Series of 2019


FLAVIANO T. AGUANTE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
R. NO. 4671727 / 1-16-19 / Kapee
P.O.R. 070232 / 1-18-19


DANIEL R CASABAR JR
Director