

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 **PI-GON TECH INDUSTRIAL AND CHEMICAL CO. LTD** of 13 Pony Street, Rancho Estate I, Concepcion Dos, Marikina City (hereinafter called "the *Supplier*") of the other part:


WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of 5 L Various Chemicals, IB Nr. GA-BAC-2019-IA-01-3R** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FOUR MILLION FIVE HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED PESOS (PhP4,577,400.00)** only (hereinafter called "the Contract Price").

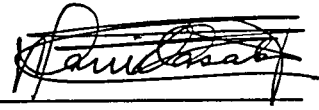
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

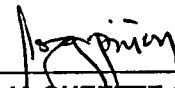
1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Bid Form and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract; and
 - (f) Entity's Notification of Award
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:


MR. JACINTO RAMON R. PINON
Managing Partner / CEO
Pi-Gon Tech Industrial & Chemical Co. Ltd


DANIEL R CASABAR JR
Director
Government Arsenal

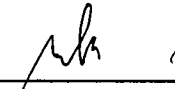

MS. LILIA SUZETTE G. PIÑON
Authorized Representative
Managing Partner / COO
Pi-Gon Tech Industrial and Chemical Co. Ltd


MS. ROWEENA G. BASA
Supt., PLD

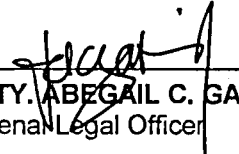

MS. ALLECHIAH D. CARREON
Chief Accountant



ATTY. REGAL S. GABRIEL
Arsenal Legal Officer

SIGNED IN THE PRESENCE OF:


MS. ROWEENA G. BASA
Superintendent
Planning & Logistics Division


MR. JACINTO RAMON R. PIÑON
Managing Partner / CEO
Pi-Gon Tech Industrial & Chemical Co. Ltd


ATTY. ABEGAIL C. GABRIEL
Arsenal Legal Officer


MS. ALLECIAH D. CARREON
Chief Accountant

MS. LILIA SUZETTE G. PIÑON
Authorized Representative
Managing Partner / COO
Pi-Gon Tech Industrial & Chemical Co. Ltd

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
26 day of April 2019 personally appeared:

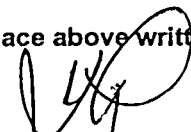
Valid Identification Card No.


DANIEL R CASABAR JR	TIN	<u>120-449-129</u>
MS. LILIA SUZETTE G. PIÑON	Passport No.	<u>P5445336A</u>
MR. JACINTO RAMON R. PIÑON	Passport No.	<u>P5470274A</u>
MS. ROWEENA G. BASA	TIN	<u>196-041-509</u>
ATTY. ABEGAIL C. GABRIEL	TIN	<u>406-648-758</u>
MS. ALLECIAH D. CARREON	TIN	<u>432-710-749</u>

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. 467
Page No. 96
Book No. XVIII
Series of 2019


NOTARI PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 4671271-16-19
BP O.R. D70 23/L/1-18-19
COLL. NO. 27508


DANIEL R CASABAR JR
Director



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

NOTICE TO PROCEED

16 APR 2019
(Date)

MS. LILIA SUZETTE G. PIÑON
Authorized Representative
PI-GON TECH INDUSTRIAL AND CHEMICAL CO. LTD
13 Pony Street, Rancho Estate I,
Concepcion Dos, Marikina City

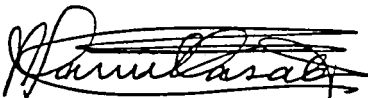
Dear Ms. Piñon,

The attached Contract Agreement having been approved, notice is hereby given to **PI-GON TECH INDUSTRIAL AND CHEMICAL CO. LTD** that work may commence for the supply and delivery of **5 LI, Various Chemicals, under ITB # GA-BAC-2019-IA-01-3R** 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.

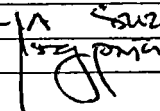
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Arsenal, DND.

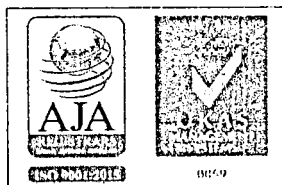
Very truly yours,


DANIEL R CASABAR JR
Director

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

16 APR 2019

LILIA SUZETTE G. PIÑON




PURCHASE ORDER
GOVERNMENT ARSENAL
 Entity Name

Supplier: PI-GON TECH INDUSTRIAL AND CHEMICAL CO. LTD Address: <u>13 Pony Street, Rancho Estate 1,</u> <u>Concepcion Dos, Marikina City</u> TIN: <u>008-170-402-000</u>	P. O. No.: <u>2019-04-092</u> Date: <u>April 10, 2019</u> Mode of Procurement : <u>Public Bidding</u>
---	---

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

Stock/ Property No.	Unit	Description	Qty	Unit Cost	Amount
		Various Chemicals			
	kg	1. Barium Nitrate Specification: Appearance : White, crystalline powder Purity : 95 % minimum Moisture Content : 4 % minimum pH Value of 5 % sol. : 5 - 8 Chlorides as BaCl ₂ : 0.0075 % maximum Insoluble Matter : 0.10 % maximum Grit : 0.05 % maximum Granulation : Mesh #50: 98% pass minimum Mesh #100: 80% pass minimum Standard Packing : 25 kg / bag	750	P 1,540.00	P 1,155,000.00
	kg	2. Lead Nitrate Specification: Appearance : White, crystalline powder Assay : 99.5 % minimum Solubility in water : Soluble and clear solution in water Chlorides : Turbidity produced should not exceed that of the control Substance not precipitated by H ₂ S : 0.20 % maximum Standard Packing : 10 kg / jar	620	1,620.00	1,004,400.00

Stock/ Property No.	Unit	Description	Qty	Unit Cost	Amount
	kg	3. Amino Guanidine Bicarbonate (Aminate) Specification: Appearance : White powder Purity : 95% minimum Melting point : 160°C – 162°C Moisture content : 0.50% maximum Standard Packing : 25 kg / pack	150	P 5,220.00	P 783,000.00
	kg	4. Antimony Sulfide Specification: Appearance : Black, crystalline powder % Assay (as Sb ₂ S ₃) : 70.50% minimum Total Sulfur : 24.80% maximum Insoluble matter : 1% maximum Acidity : 0.01% maximum Moisture Content : 0.20% maximum Standard Packing : 50 kg / cyl (min. order)	150	6,000.00	900,000.00
	kg	5. Sodium Picramate Specification: Appearance : Deep purple/dark red violet powder Moisture Content : 10% minimum Melting Point : 168°C - 170°C Standard Packing : 50 kg / cyl	150	4,900.00	735,000.00
NOTE: - Items must be freshly manufactured within one year from date of award - Date of manufacture and / or expiration to be indicated in the label/ packaging - Must submit the following: Material Safety Data Sheet (MSDS) Certificate of Chemical Analysis Sample for testing: Aminate - 50 grams Antimony Sulfide - 150 grams Sodium Picramate - 50 grams Barium Nitrate - 500 grams Lead Nitrate - 50 grams <p style="text-align: center;">*****nothing follows*****</p> BASIS: Explosives Division ✓ REF: P.R No. 2018-09-265; P.R No. 2018-09-266, APP 2019 Page 2, Item D-I-C ✓ PURPOSE: Item nos. 1-2 – For preparation of 5.56mm and Cal .45 Priming Composition Item nos. 3-5 – For preparation of 5.56mm, Cal .45 and 7.62mm Priming Composition					

Stock/ Property No.	Unit	Description	Qty	Unit Cost	Amount
		<p>TERMS OF PAYMENT : The terms of payment shall be as follows: Payment of ninety-five percent (95%) 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.</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, and for LC, upon written advice of payment duly signed by the Director, Government Arsenal.</p> <p>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.</p>			

(Total Amount in Words) FOUR MILLION FIVE HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED PESOS only P 4,577,400.00

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,


MS. LILIA SUZETTE G. PIÑON
 Signature over Printed Name


DANIEL R. CASABAR, JR
 Director

16 APR 2019
 Date

Fund Cluster: 101101
 Funds Available: PHP 4,577,400.00


MS. ALLECIAH D. CARREON, CPA
 Chief Accountant

GRS/BURS No.: 02-101101-2019-04-0453
 Date of the ORS/BURS: APR. 15, 2019
 Amount: PHP 4,577,400.00