

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



MS. ROWENA G. BASA
Supt., PLD

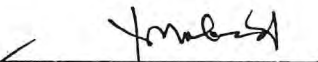

MS. ALLECIAH D. CARREON
Chief Accountant

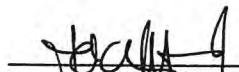

ATTY. ABEJAL C. GABRIEL
Arsenal Legal Officer



Rosario R. Mobido
Witness
Atarashii Technologies International

SIGNED IN THE PRESENCE OF:


MS. ROWEENA G. BASA
Superintendent
Planning & Logistics Division


Rosario R. Mobido
Witness
Atarashii Technologies International


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 _____ day of _____ 2019 personally appeared:

Valid Identification Card No.

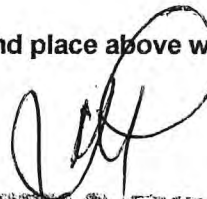
DANIEL R CASABAR JR
MR. RYAN NAPOLEON S. GAY-YA
MS ROSARIO R MOBIDO
MS. ROWEENA G. BASA
ATTY. ABEGAIL C. GABRIEL
MS. ALLECIAH D. CARREON

TIN 120-449-129
Passport No. EZ8306472
UMID No. 0002-065-7212-5
TIN 196-041-509
TIN 406-648-758
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.

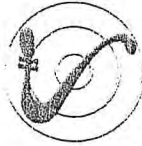
WITNESS MY HAND AND SEAL on the date and place above written:

Doc. No. 509
Page No. 103
Book No. 4111
Series of 2019


NOTARY PUBLIC
INTL. RECEIVED BY
ATD NO. 4071722/1-16-19
EP 1. 030234/1-18-19
XOLL NO. 33336


MR. RYAN NAPOLEON S. GAY-YA
CEO/ Owner
Atarashii Technologies International

DANIEL R CASABAR JR
Director



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

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

May 31, 2019
Ryan Napoleon S. Gay-ya




**PURCHASE ORDER
 GOVERNMENT ARSENAL**

Entity Name

Supplier: <u>ATARASHII TECHNOLOGIES INTERNATIONAL</u> Address: <u>No. 129 Calmito Street Cembo Makati City</u> TIN: <u>246-048-354-000</u>	P. O. No.: <u>2019-04-094</u> Date: <u>April 5, 2019</u> Mode of Procurement: <u>Public Bidding</u>
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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 ninety (90) calendar days from the receipt of Notice to Proceed (NTP)</u>	Payment Term: _____

Stock/Property No.	Unit	Description	Qty	Unit Cost	Amount
		LABORATORY CHEMICALS / SUPPLIES / APPARATUS			
		Ceramic Coating			
	quart	20. <u>1/2 Mil Spec OD Green (H-240)</u>	5	P 11,077.00	55,385.00
	quart	21. <u>Armor Black (H-190)</u>	2	11,077.00	22,154.00
	quart	22. <u>Armor Black (C-192)</u>	5	12,826.00	64,130.00
	quart	23. <u>USMC Red, H-176Q</u>	2	11,077.00	22,154.00
	quart	24. <u>Electric Yellow, H-166Q</u>	2	11,077.00	22,154.00
		*****nothing follows*****			
		BASIS: SARUU			
		REF: P.R 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: 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. 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 MAPOLEON S. GAY-YA
 Signature over Printed Name
May 31, 2019
 Date

Very truly yours,

DANIEL R. CASABAR, JR
 Director

Fund Cluster: <u>101101</u>	ORS/BURS No.: <u>02-101101-2019-15-DUS</u>
Funds Available: <u>PHP 185,977.00</u>	Date of the ORS/BURS: <u>MAY 14, 2019</u>
	Amount: <u>PHP 185,977.00</u>
MS. ALLECIAH D. CARREON, CPA Chief Accountant	