

PROCUREMENT CONTRACT

G- 031 -2017

DEC 14 2017

This CONTRACT, is entered into this _____ day of _____, by and between:

The **BUREAU OF JAIL MANAGEMENT AND PENOLOGY**, Government Agency of the Philippines, with principal address at 144 Mindanao Avenue, Project 8, Quezon City, represented by **J/DIRECTOR DEOGRACIAS C TAPAYAN, CESE, CHIEF, BJMP** hereinafter referred to as the “**ENTITY**”;

and

The **ARMSCOR SHOOTING CENTER, INC.** with business address at Armscor Avenue, Barangay Fortune, Marikina City, represented by **MS LILIBETH V VALDEZ, Authorized Representative**, Armscor Shooting Center, Inc., hereinafter referred to as the “**SUPPLIER**”.

WHEREAS, the **ENTITY** is desirous of the **SUPPLY AND DELIVERY OF VARIOUS AMMUNITIONS (LOT 3: Supply & Delivery of Shot Shell 12 Gauge Buck “00” (16,700 rounds)** (hereinafter called as “Goods”) and **ENTITY** has accepted the bid of **FOUR HUNDRED FOURTEEN THOUSAND ONE HUNDRED SIXTY PESOS only (Php414,160.00)** by the **SUPPLIER**.

THE PARTIES HEREBY AGREED TO THE TERMS STATED HEREUNDER:

1. THAT in this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to;
2. THAT the following documents shall be attached, deemed to form and be read, construed as part of this Agreement, to wit:
 - a. General and Special Conditions of the Contract;
 - b. Specifications;
 - c. Instructions to Bid;
 - d. Instructions to Bidder;
 - e. Bid Data Sheet;
 - f. Bid Form, including all the documents/ statements contained in the Bidders bidding envelopes as annexes;
 - g. Eligibility requirements, documents and/or statements;
 - h. Performance Security;
 - i. Notice of Award of Contract and the bidder’s conforme thereto;



- j. Other contract documents that may be required by existing laws and/or the **ENTITY**.
3. THAT 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 execute and complete the delivery of Goods and remedy any defects therein in conformity with the provisions of this Contract and the relevant provisions on Obligations and Contracts (Book IV, Titles I and II) and Sales (Book IV, Title VI) of Civil Code of the Philippines;
4. THAT the **ENTITY** hereby covenant to pay the **SUPPLIER** in consideration of the provision of the goods 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.

NOW THEREFORE, the Parties hereby agree to follow:

ARTICLE I

SCOPE AND SPECIFICATION

SUPPLIER shall complete the project SUPPLY AND DELIVERY OF VARIOUS AMMUNITIONS (LOT 3: Supply & Delivery of Shot Shell 12 Gauge Buck "00" (16,700 rounds) herein referred to as the Goods, which shall be in accordance with the BJMP technical specifications.

ARTICLE II

PRICE

1. The total price of the **SUPPLIER** for the delivery of the goods mentioned in Article I above is FOUR HUNDRED FOURTEEN THOUSAND ONE HUNDRED SIXTY PESOS only (Php414,160.00).
2. The total price abovementioned shall be inclusive of all national and local taxes, import duties and VAT, and shall not be affected by any changes in the exchange rates between the Philippine Peso and the US currency and that no price escalation shall be allowed.

ARTICLE III

PERIOD AND PLACE OF DELIVERY

1. The goods shall be delivered at the BJMP National Headquarters through the Supply Accountable Office (SAO), 2/F BJMP NHQ Building, 144 Mindanao Avenue, Quezon City. All expenses to complete the delivery shall be

**ARTICLE IX
INCORPORATION CLAUSE**

1. The **PARTIES** hereto agree that the provisions of applicable laws, as well as administrative, accounting and auditing rules and regulations issued by competent authorities are deemed written into and form part of this Contract.

**ARTICLE X
VENUE OF ACTION**

1. Any legal action that may arise in connection with or as an incident of this Contract shall be filed with the Regional Trial court (RTC) of Quezon City. Litigation, however, shall only be resorted to after the appropriate mode of alternative dispute resolutions has been exhausted by the **PARTIES**.


IN WITNESS WHEREOF, the PARTIES have hereunto executed this Procurement Contract and hereby affixed their signatures this DEC 14 2017 day of _____ 20____, at the BJMP-National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City, Philippines.

FOR THE ENTITY


DEOGRACIAS C TAPAYAN, CESE
Jail Director
Chief, BJMP

BJMP ID No. _____

FOR THE SUPPLIER


MS LILIBETH V VALDEZ
Authorized Representative
Armscor Shooting Center, Inc.

ID No. PASSPORT ID NO. EC0386479

Witnesses:

Republic of the Philippines)
Quezon City) ss.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City personally appeared the above named parties and presenting to me their respective government identification cards presented above, both personally known to me as the same

persons who executed the foregoing instrument on their own, free and voluntary act and deed.

This instrument consists of six (6) pages including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this DEC 14 2017 day of _____ in Quezon City, Philippines.

Notary Public

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ATTY. FORD G. TUAZON
Notary Public
Commission No. NP-150 (2016-2017)
Roll of Attorneys No. 55704
IBP Member Roll No. IV-0016743
VOT Compliance No. V-001137
Quezon City