PROCUREMENT CONTRACT G-011-2020

	AUG 2 8 2020	
This CONTRACT, is entered 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/DIR ALLAN S IRAL, CHIEF, BJMP** hereinafter referred as the "**Entity**".

and

The **TRUST TRADE** with business address at Unit 1106 Galleria Corporate Center, EDSA cor. Ortigas Ave., Quezon City represented by **MS MARINYL S BELINO**, Institutional Sales Coordinator, hereinafter referred to as the "**Supplier**".

WHEREAS, the ENTITY is desirous of the Supply and Delivery of Various Ammunition; Lot 2: Supply and Delivery of 84,533 rds of Cartridge 5.56mm (hereinafter called "Goods") and ENTITY has accepted the bid of Two Million Three Hundred Sixty-One Thousand Eight Hundred Fifty-Two Pesos and 02/100 (Php 2,361,852.02) by the SUPPLIER for the start of delivery of such goods within Forty Five (45) Calendar Days upon receipt of the Notice to Proceed (NTP).

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;

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contract at the time and in the manr	ner prescribed by the contract.	
Procurement Contract and	e parties have hereunto executed this hereby affixed their signatures this), at the BJMP- National Headquarters, 144 uezon City, Philippines.	
For the ENTITY	For the SUPPLIER	
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ALLAN S IRAL, CESE	MS. MÁRINYL Š. BELINO Institutional Sales Coordinator	
Jail Director	Trust Trade	
Chief, BJMF	Trust Trade	
BJMP ID No. <u>BO7-19-1232120</u>	ID No. 33-4652724-4	
Witnesses:		
ROMELYN) L MEDINA, CPA OIC, Accounting Service Office		
Republic of the Philippines)		
Quezon City) ss.		
ACKNOWLEGEMENT		
BEFORE ME, a Notary Public for and above named parties and presenting to me cards presented above, both personally known the foregoing instrument on their own, free and	n to me as the same persons who executed	
This instrument consists of two (2) acknowledgement is written, duly signed by the	pages including this page in which this ne parties and their instrumental witnesses	
on each and every page hereof.	AUG 2 8 2020	
WITNESS MY HAND AND SEAL this	day of 2020 in Quezon	
City, Philippines.		
2.13,	Notary Public	
	Colillaura	
A	ATTY. CONCEPCION P. VIULAPEÑA	
Dec	Notary Public for Quezon City	
Page No. 59 Book No. 7	Until December 31, 2021 PTR No. 9295041 - 1-2-2020/ QC	
Page No	IBP No. 093586 - 18-22-2819/ QC	
Book No	(No	
Series of 2020 MCLE VI – 0030379 Adm. Matter No. NP-001(2020-2021)		
TIN No. 131-942-754		

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

