

PURCHASE CONTRACT

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government-owned and -controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, 5th Floor, New Coast Hotel, 1588 M.H. Del Pilar cor. Pedro Gil Street, Malate, Manila, represented in this act by its General Manager, **REDENTOR T. RIVERA**, hereinafter referred to as "**PAGCOR**";

-and-

CHOZA-MEDZ CORPORATION a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 210 Alley 2, Project 6, Quezon City, represented in this act by its Hardware Field Salesman, **MR. FERDINAND PAUIG**, duly authorized for this purpose by *Secretary's Certificate* dated October 18, 2022, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

RECITALS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Medicine and Various Medical Supplies under ITB No. CB22-02-005ANGa-07;

WHEREAS, PAGCOR conducted a procurement through the use of Public Bidding in accordance with *Republic Act No. 9184 (Government Procurement Reform Act)* and its *Revised Implementing Rules and Regulations* for the procurement of the Goods;

WHEREAS, the SUPPLIER has submitted the single calculated and responsive bid for the Goods;

WHEREAS, PAGCOR has accepted the bid of the **SUPPLIER**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** hereby enter into this Purchase Contract, under the following terms, conditions and specifications:

TERMS AND CONDITIONS

The rights and obligations of the parties are set forth as follows:

1. The **SUPPLIER** shall undertake the Supply and Delivery of Medicine and Various Medical Supplies (Lot 2) with the following technical specifications:

Item No.	Particulars	QTY.
1	ALCOHOL 70% 500ml, Ethyl or Isopropyl	800 bottles
2	BAG, HOT WATER 1000ml. Capacity, 100% leak free, thick rubber	20 pcs
3	BAG, ICE BAG Leak proof, rubber interior, cloth bag made of high quality fabric, screw type plastic tension cap	20 pcs
4	ADHESIVE PLASTER STRIP, 100'S BRANDED Plastic strip, sterilized, perforated strip, strong adhesive, soft absorbent layer, non-stick film, with acrinol	30 boxes
5	BANDAGE, ELASTIC, 2" 2 inches width x 4 M and up length, soft wrap elastic bandage	20 rolls
6	BANDAGE, ELASTIC, 4" 4 inches width x 4 M and up length, soft wrap elastic bandage	20 rolls
7	ORAL ANTISEPTIC POVIDONE IODINE BRANDED 1% Oral antiseptic solution gargle 500 ml. per bottle	80 bottles
8	COTTON APPLICATOR Wooden cotton buds 6", sterile, 100 packs per box	10 boxes
9	COTTON BALLS, BIG Made from natural cotton fiber, excellent absorbency, 100% cotton, 300 balls per pack	24 packs
10	COTTON BUDS, 200 TIPS Unbreakable safe plastic stems, gentle buds, 200 tips per pack	15 packs
11	CUPS, PLASTIC 50PCS/PACK Cup made out of plastic, disposable.	50 packs
12	DEXTROSE, PLAIN NSS 500 ML Solution for IV Infusion, Sterile, non-pyrogenic, single-dose container	4 bottles
13	EUCALYPTUS OIL 120ml. bottle BRANDED	30 bottles
14	GAUZE DRESSING, TULLE GRAS Chlorhexidine acetate tulle gras dressing, 10cm x 10 cm, sterile	12 pcs

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15	GAUZE PAD, STERILE 4 X 4 4 x 4 x 8 ply gauze pad, sterilized	2000 pcs
16	GLOVES, MEDICAL EXAMINATION GLOVES Latex examination gloves, powdered, single use, non-sterile, ISO 9001 Quality System, 100 gloves by weight (50 pairs), large SIZE	40 boxes
17	GLOVES, STERILE GLOVES Hypoallergenic, pre-powdered, sterile, size 7 1/2	30 pairs
18	HAND DISINFECTANT A ready-to-use alcohol-based rub-in product – independently of water and wash-basin	30 bottles
19	HYDROGEN PEROXIDE 10 volumes x 120ml.	20 bottles
20	LINIMENT BRANDED 120ml. Bottle	30 bottles
21	MASK, SURGICAL MASK Face mask, ultra fluid resistant, high Breathability/exceeds Aom standards, ultrasonically sealed soft stretched, Latex Free earloops, comfort with high breathability, full width adjustable nose piece. Box of 50's	227 boxes
22	METHYL SALICYLATE MENTHOL PLASTER, 10'S Methyl Salicylate, 1-Menthol, Tocopherol Acetate, dl-Camphor medicated patch, 10's	400 sachets
23	MICROPOROUS TAPE ADHESIVE White porous paper tape, self adhesive, elasticized cloth, 1" x 10 yards	35 pcs
24	MOMETASONE FUROATE LOTION 1mg/gram lotion x 30ml.	20 bottles
25	MUPIROCIN CREAM Antibacterial 2% 20mg/gram cream 5 grams per tube	20 tubes
26	NASAL CANNULA Latex Free, soft touch tubing, universal connection type	30 pcs
27	NEBULIZER KIT Latex Free, includes mouthpiece, nebulizer bottle 6cc, with nebulizer tubing	30 pcs
28	NORMAL SALINE SOLUTION 0.9% NaCl solution for intravenous infusion. 500 ml. per bottle	5 bottles
29	POVIDONE IODINE SOL 10% 120ML Povidone Iodine 10% solution x 120ml.	40 bottles
30	SILVER SULFADIAZINE CREAM Antibacterial 10mg/gram cream 20 grams	20 tubes
31	SYRINGE, DISPOSABLE SYRINGE, 3CC Syringe with needle, non-toxic, non-pyrogenic, sterile	25 pcs

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32	SYRINGE, DISPOSABLE SYRINGE, 5CC Syringe with needle, non-toxic, non-pyrogenic, sterile	30 pcs
33	SYRINGE, TUBERCULIN Syringe with needle, non-toxic, non-pyrogenic, sterile	20 pcs
34	EYE DROPS, Dextran 70, 0.1%; hypromellose, 0.3 % 15ml	30 bottles
35	TETRAHYDROZYLINE HCL, EYE DROP For red eyes formula, 7.5ml	35 bottles
36	TONGUE DEPRESSOR 6" in length, smooth, clean white birch, individually packed, sterile	5 boxes
37	VAPORUB, BIG Menthol vaporizer. 50 gram jar	30 bottles
38	METHYL SALICYLATE OIL BRANDED Menthol Crystals, Methyl Salicylate, eucalyptus oil, Embrocation, 20ml.	40 bottles
39	ANTHRAQUINONE GLYCOSIDES+SALICYLIC ACID Anthraquinone, 50mg, salicylic acid 10 mg, alcohol 60%, 10 ml. per bottle	10 bottles
40	SALBUTAMOL NEB 1mg/ml solution for inhalation	60 nebulas

Additional Terms and Conditions:

PAGCOR end user shall have the right to request for replacement for items found defective/reject.

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Period for correction of defective item/s: fifteen (15) calendar days.

2. The total contract price shall be in the amount of **Three Hundred Twenty-Eight Thousand Five Hundred Sixty Pesos and 27/100 (P328,560.27)**, VAT-Exclusive, Zero-Rated transaction.

PAGCOR and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

3. The **SUPPLIER** shall commence with the supply and delivery of items within thirty (30) calendar days effective upon receipt of the Notice to Proceed, and based on Section VI - Schedule of Requirements of the Bidding Documents. The **SUPPLIER** shall deliver at Casino Filipino – Angeles, Mac Arthur Highway, Balibago, Angeles City.

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4. **PAGCOR** shall pay the total amount of **Three Hundred Twenty-Eight Thousand Five Hundred Sixty Pesos and 27/100 (P328,560.27)**.

5. The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind and terminate the contract and impose appropriate sanctions over above the liquidated damages to be paid by the **SUPPLIER**, without prejudice to other courses of action and remedies open to it.

In case the **SUPPLIER** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

6. In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.

7. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.

8. No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.

9. The rights or obligations under this Contract are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of the other party.

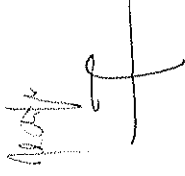
10. This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.

11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

12. The relationship between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth

herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.



14. The **SUPPLIER** hereby further warrants and represents that:

- a. The goods and specifications shall be described in no. 1 of this Contract.
- b. It has good title to the goods described in the Bidding Documents, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
- d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the defective items within the same period, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the defective goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**.
- e. **PAGCOR** accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.
- f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty security shall be required from the **SUPPLIER** for a minimum period of three (3) months from the date of delivery or acceptance of goods.
- h. The obligation for the warranty security shall be covered by either retention money or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
- i. The said amount shall only be released after the lapse of the three (3) months warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.



15. To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:

PURCHASE CONTRACT BETWEEN
PAGCOR AND CHOZA-MEDZ CORPORATION
SUPPLY AND DELIVERY OF MEDICINES AND VARIOUS MEDICAL SUPPLIES (LOT 2)
under ITB No. CB22-02-005ANGa-07

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Sixteen Thousand Four Hundred Twenty-Eight Pesos and 01/100 (P 16,428.01)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Thirty Percent (30%) Ninety-Eight Thousand Five Hundred Sixty-Eight Pesos and 08/100 (P 98,568.08)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific to the contract awarded.	

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The Performance Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

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IN WITNESS WHEREOF, the parties have signed these presents on this 09th of 2022, 2022 at QUEZON CITY

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)

CHOZ-A-MEDZ CORPORATION

TIN: 033-000-887-972

TIN: 008-870-634-000

Represented by:

Represented by:

ALONSO
REDENTOR T. RIVERA
General Manager II
CF Angeles
PASSPORT NO. P6055621A
Valid until February 15, 2028

PAUIG
FERDINAND PAUIG
President – CHOZ-A-MEDZ CORP.
ID No. P5966196B
Valid until: December 17, 2030

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Signed in the presence of:

MS
MICHAEL ~~CRUZ~~ P. SIMING

PAUIG

PAUIG

ACKNOWLEDGMENT

REPUBLIC OF QUEZON CITY PHILIPPINES)
CITY OF QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, on this DEC 01 2022, 2022, personally appeared the following with his respective Government ID:

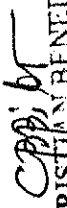
NAME: Government ID No.

 **REDENTOR T. RIVERA** Government ID No. PASSPORT NO. P6055621A
Valid until February 15, 2028

known to me to be the same person who executed the foregoing Purchase Contract consisting of ten (10) pages including the page on which this Acknowledgment is written, and who acknowledged to me that the same is his free and voluntary act and deed as well as the free voluntary act and deed of the entity he respectively represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

Doc. No. AM
Page No. 22
Book No. 11
Series of 2022.


ATTY. CHRISTIAN BENEDICT T. BRIBON
IBP No. 183411/01-03-2023, I.O.C. - Roll No. 69532
MCLE Compliance No. VI-0929757/22-April 2023
PTR No. 3903180, 01-05-2022, Commission No. NP-224
Extended until December 31, 2022 (R.M. No. 3795)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON) S.S.

Paul
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BEFORE ME, a Notary Public for and in the City of QUEZON CITY, on this DEC 01 2022, 2022, personally appeared the following with his respective Government ID:

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NAME:

Fernand
FERDINAND PAUID

Government ID No.

P5966196B

December 17, 2030

known to me to be the same person who executed the foregoing Purchase Contract consisting of ten (10) pages including the page on which this Acknowledgment is written, and who acknowledged to me that the same is her free and voluntary act and deed as well as the free voluntary act and deed of the entity she respectively represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

Doc. No. 410
Page No. 80
Book No. 11
Series of 2022.

Paul

CP's bt

ATTY CHRISTIAN BENEDICT T. BRIBON

IBP No. 183411, 01-03-2022, Q.C. - Roll No. 69532

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