

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 eight (8th) Floor, PAGCOR House Annex, Carmen Bldg., 1105 U.N. Avenue cor. Maria Orosa St., Ermita Manila, represented in this act by its Assistant Vice President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as “**PAGCOR**”;

-and-

PHILIPPINE PHARMA PROCUREMENT INC., a government agency duly organized and existing under the Executive Order 285, series of 1987, with office address at 2nd Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, represented in this act by its **President and Chief Executive Officer, JOSE A. CAPISTRANO, JR.**, duly authorized for this purpose, by a Secretary’s Certificate dated July 14, 2017 under Board Resolution No. 2009-07-003 hereto attached as Annex “A” hereinafter referred to as the “**SUPPLIER**”.

Each referred to as a “**PARTY**” and collectively as the “**PARTIES**.”

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the **Supply and Delivery of Relief Goods for the Province of Albay – Emergency Medical Kit** under **ITB No. EC18-01-002COR**;

WHEREAS, PAGCOR conducted a Negotiated Procurement (Emergency Cases) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations on September 13, 2017 for the procurement of the Project;

WHEREAS, the SUPPLIER was determined as the bidder having the Lowest Calculated Responsive Quotation (LCRQ) for the Project;

WHEREAS, PAGCOR has accepted the quotation 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 Relief Goods for the Province of Albay – Emergency Medical Kit with the following technical specifications:

Quantity	Technical Description	Unit Price / Item
3,000 pcs.	Emergency kit for families with: paracetamol 500mg tablet (at least 10 tablets), paracetamol 250mg/5ml syrup or suspension (at least 1 bottle), Multivitamins capsule (at least 10 capsules), disposable face mask (at least 10 pieces); Packaging: repacked in transparent containers (must be biodegradable) with usage instruction and PAGCOR Logo	PhP 49.00

2. The total contract price shall be in the amount of **One Hundred Forty-Seven Thousand (PhP147,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Quantity	Technical Description	Unit Price / Item	Contract Price
3,000 pcs.	Emergency kit for families with: paracetamol 500mg tablet (at least 10 tablets), paracetamol 250mg/5ml syrup or suspension (at least 1 bottle), Multivitamins capsule (at least 10 capsules), disposable face mask (at least 10 pieces); Packaging: repacked in transparent containers (must be biodegradable) with usage instruction and PAGCOR Logo	PhP 49.00	<u>ONE HUNDRED FORTY-SEVEN THOUSAND PESOS</u> (PhP <u>147,000.00</u>)

PAGCOR and the **SUPPLIER** agreed 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 any 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 complete the supply and delivery of the items on January 20, 2018 at the Ground Floor, PAGCOR House Annex, 1105 Carmen Building, U.N. Avenue, Ma. Orosa St., Ermita Manila.
4. **PAGCOR** shall pay the total amount of **One Hundred Forty-Seven Thousand Pesos (Php147,000.00)**, VAT Exclusive, Zero-Rated Transaction, subject to **PAGCOR's** acceptance (issuance of the IAR) in writing of the items described in the CONTRACT.
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, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR** shall have the option to rescind the contract, 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 the supposed date of delivery, in addition to 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** to 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 not be modified, revised or amended without the 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

PURCHASE CONTRACT – PHILIPPINE PHARMA PROCUREMENT, INC.
Supply and Delivery of Relief Goods for the Province of Albay – Emergency Medical Kit
under ITB No. EC18-01-002COR

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 Quotation, 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 shall make **SUPPLIER** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays.
 - e. Items delivered are subject for inspection and acceptance by Corporate Social Responsibility Group (CSRG);
 - f. **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.
 - g. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2018 at _____.


PHILIPPINE AMUSEMENT AND GAMING CORPORATION

TIN: 033-000-887-972


PHILIPPINE PHARMA PROCUREMENT, INC.

TIN: _____

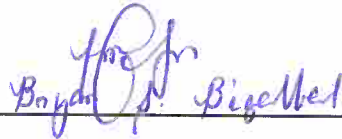
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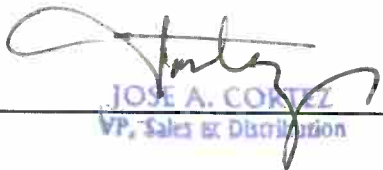

HERNANDO C. APIGO
Assistant Vice President
Procurement Department
TIN: 210-735-638

Represented by:


JOSE A. CAPISTRANO, JR.
President and Chief Executive Officer
SSS # TIN: 03-1891190-4

Signed in the presence of:


Bryan P. Bigatbat


JOSE A. CORTIZ
VP, Sales & Distribution

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY S.S.

MAKATI CITY

BEFORE ME, a Notary Public for and in City of _____, Philippines, this _____ day of _____, 2018, personally appeared:

FEB 06 2018

NAME

Government ID No.

JOSE A. CAPISTRANO, JR.

Issuance Date: _____

Place of Issuance: _____

Expiry Date: _____

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Sole Proprietorship he represents.

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

Doc No. 293 ;
Page No. 60 ;
Book No. 241 ;
Series of 2018.

ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPOINTMENT NO. M-98
UNTIL DECEMBER 31, 2018
ROLL OF ATTY. NO. 48348
MCLE COMPLIANCE NO. IV-0018333/4-10-2013
IBP O.R. No. 705703-LIFETIME MEMBER JAN. 29, 2007
PTN No. 0007019- JAN 03, 2018
EXECUTIVE BLDG. CENTER
MAKATI AVE., COR., JUPITER

PURCHASE CONTRACT – PHILIPPINE PHARMA PROCUREMENT, INC.
Supply and Delivery of Relief Goods for the Province of Albay – Emergency Medical Kit
under ITB No. EC18-01-002COR

[Handwritten signatures and initials]
DOMINGO C. ELPA, JR.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this FEB 12 2018 day of _____, 2018, personally appeared:

NAME

Government ID No.

HERNANDO C. APIGO

PAGCOR ID No. 02-0129

Issuance Date: 2002

Place of Issuance: Manila

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc No. 1 ;
Page No. 2 ;
Book No. 3 ;
Series of 2018.

ALIAH M. COMAGUL
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2017 - 120, UNTIL DEC. 31, 2018
ROLL NO. 66523 /BP NO. 1071948
MCLE COMPLIANCE: (N/A Amitted 2016)
PPLM OFFICER
PTR NO. 7003424/JAN 05, 2018/MANILA

PURCHASE CONTRACT – PHILIPPINE PHARMA PROCUREMENT, INC.
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under ITB No. EC18-01-002COR

[Handwritten signatures and initials]
DOMINGO C. ELPA, JR.



PHILIPPINE PHARMA PROCUREMENT, INC.
Formerly PITC Pharma, Inc. (PPPI)



SECRETARY'S CERTIFICATE

Know All Men By These Presents:

I, MA. VICTORIA C. MAGCASE, Filipino, of legal age, married and holding office at NDC Building 116 Tordesillas St., Salcedo Village, Makati City, after having been duly sworn to in accordance with law, do hereby depose and state:

1. That I am presently the Corporate Secretary of PHILIPPINE PHARMA PROCUREMENT, INC. (FORMERLY: PITC PHARMA, INC.), an entity duly existing under Philippine laws, with office address at 2F NDC Building, 116 Tordesillas St., Salcedo Village, Makati City;
2. That in a Regular Board meeting held on July 16, 2009, at its principal office, where a quorum was present throughout the meeting, unanimously approved the following Board Resolution:

"RESOLVED, that the Revised Manual of Approvals be, as it is hereby APPROVED." (Res. No. 2009-07-005)

"RESOLVED, as it is hereby RESOLVED further that President, based on the Revised Manual of Approval, is authorized to sign Memorandum of Agreement or Memorandum of Understanding, among others, in behalf of the Corporation;

Victoria C. Magcase
MA. VICTORIA C. MAGCASE
Corporate Secretary

JUL 14 2017

SUBSCRIBED AND SWORN TO before me this ___ day of July 2017, Affiant exhibiting to me her government valid issued ID CRN-006-0010-703 issued by Social Security System (SSS).

Doc. No. 238
Page No. 48
Book No. 93
Series of 2017.

NOTARY PUBLIC
ATTY. VIRGINIA T. LA
NOTARY PUBLIC
OFFICE
116 Tordesillas St., Salcedo Village, Makati City
REG. NO. 116789, EFFECTIVE DATE 05/2007
PTR No. 11040-02 JAN 2, 2017
EXECUTIVE BLDG. CENTER
MARIKINA AVE. COR. LUPATIN ST. MAKATI CITY