



**NOTICE OF AWARD AND CONTRACT AGREEMENT**  
**Supply and Delivery of Surgical Masks for the Procurement Service**

Contract No.: PS-CP-MDC-20-03-11

Date: 17 April 2020

**MOHIT DARGANI**

*Authorized Representative*

**PHARMALLY PHARMACEUTICAL CORPORATION**

Unit 08 & 09, 22<sup>nd</sup> Floor, Fort Victoria Tower B, 5<sup>th</sup> Ave. cor. 23<sup>rd</sup> Street

Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig Metro Manila

Contact No.: (+63)2-7914-7022/0927-082-2555

Email: [admin@pharmallyph.com](mailto:admin@pharmallyph.com)

After conducting evaluation of the proposal, the **Procurement Service** has determined your proposal as the Best and Most Responsive Proposal for the **Supply and Delivery of Surgical Masks for the Procurement Service** based on your **Best and Final Offer** as submitted in response to **RFO No. MDC-RFO-20-03-11** received and evaluated on **17 April 2020** thus, this Notice of Award and Contract Agreement:

Quantity	Unit of Measurement	Item/ Description	Unit Price	Total Price
10,000,000	pieces	Surgical Mask, disposable, ear loop, 3-ply, wired	22.00	P 220,000,000.00

**Delivery Instructions:**

Quantity to be Delivered	Date of Delivery	Delivery Site
10,000,000	On or before April 20, 2020	PS Main Warehouse

**Standard warranty provisions apply:**

1. The Supplier warrants that the Goods supplied under the Contract are new (unused), and that they incorporate all recent improvements in design and materials (latest models), except when the technical specifications required by the Procuring Entity provide otherwise. The Supplier warrants the timely delivery of the items. Any delay or failure to deliver may result in termination of the contract and blacklisting of the entity.
2. The Supplier further warrants that all Goods supplied under this Contract shall have no issue or defect arising from the design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

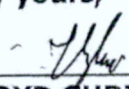
3. In order to ensure that any manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period of three (3) months. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money or a bank guaranty in an amount equivalent to at least one percent (1%) of every progress payment. If the latter is opted, the same shall be submitted three days upon the conclusion of negotiations and before the issuance of the Notice of Award and Contract Agreement. Failure to submit the stated warranty security shall automatically revert the warranty security to the option of retention money.
4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, replace the defective Goods without cost to the Procuring Entity.
5. In case of foreign supplier, the Procuring Entity shall be allowed to deduct Twelve Percent (12%) Value Added Tax (VAT) charged by the Philippine Government from the purchase price. In the event that the Supplier or the Procuring Entity shall be deemed to be exempt from the payment of VAT on the purchased items to the Republic of the Philippines, the amount will not be refunded to the Supplier.
6. In case of local suppliers, the Procuring Entity shall be allowed to deduct 5% Final Value Added Tax, 1% Expanded Withholding Tax and 1% Warranty.

---

**INSTRUCTIONS: If you have no corrections to the contents of this NOTICE OF AWARD AND CONTRACT AGREEMENT, please sign this instrument immediately upon receipt. Failure to sign this document and revert this document within two (2) days of receipt may result in the cancellation of the award and blacklisting for unjustified refusal of award.**

Very truly yours,

20 APR 2020

  
\_\_\_\_\_  
**USEC. LLOYD CHRISTOPHER A. LAO**  
*Head of the Procuring Entity*  
Procurement Service

The PHARMALLY PHARMACEUTICAL CORPORATION, through its authorized representative, hereby commits to deliver the requirements consistent with the terms above stated:

MAHIT DARGANI  
NAME

  
\_\_\_\_\_  
SIGNATURE

4.20.2020  
DATE