



*Office of the Sangguniang Panlungsod*

*DISTRICT I*  
  
HON. CATHERINE SARINO-EVARISTO  
City Councilor  
  
HON. MICHAEL E. SOLIS  
City Councilor  
  
HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO L. GUERRERO, JR.  
City Councilor  
  
HON. ALEJANDRO F. GUTIERREZ  
City Councilor  
  
HON. LEVY M. TELA  
City Councilor

*DISTRICT II*  
  
HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor  
  
HON. REYNALDO M. FABIAN  
City Councilor  
  
HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor  
  
HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RAMON N. BAUTISTA  
Liga ng mga Barangay President

HON. PALM ANGEL S. BUNCIO  
SK Federation President

Attested by:  
  
ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:  
  
HON. REYNALDO D. PALABRICA  
Acting Presiding Officer

Voted by:  
  
HON. STRIKE B. REVILLA  
City Mayor

**CITY RESOLUTION NO. 2023- 399**  
Series of 2023

**A RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH ABOITIZ POWER CORP., ABOITIZ FOUNDATION, INC., AND CHIN SU CORPORATION RELATING TO THE DONATION OF MEDICINES AND MEDICAL SUPPLIES TO BARANGAY REAL HEALTH CENTER IN THE CITY OF BACOR.**

Sponsored by:

**Hon. Palm Angel S. Buncio**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, and Hon. Michael E. Solis and Hon. Levy M. Tela.**

**WHEREAS**, on 1 December 2023, the Office of the Sangguniang Panlungsod received a letter from the Office of the City Mayor of Bacoor requesting that the Sangguniang Panlungsod issue a Resolution authorizing the City Mayor to enter into and sign a proposed Memorandum of Agreement (MOA) with Aboitiz Power Corp., Aboitiz Foundation, Inc., and Chin Su Corporation; this MOA pertains to the donation of medicines and medical supplies by the said corporations to the City Government of Bacoor.

**WHEREAS**, under the said MOA, the City Government of Bacoor is designated as the beneficiary of a partnership between the Aboitiz Foundation and Chin Su Corporation, with Chin Su Corporation nominating the City Government of Bacoor as the beneficiary and coordinating the delivery of medical supplies on behalf of the Aboitiz Foundation.

**WHEREAS**, there is a pressing need for medical supplies at the Real 1 Health Center and other health facilities within the City of Bacoor to adequately serve its growing population. The healthcare system in Bacoor faces challenges in meeting the increasing demand for medical services and supplies.

**WHEREAS**, the urgency of this situation is underscored by the current health challenges facing the community, including the rise of infectious diseases and the ongoing needs of the aging population. These challenges call for immediate action to bolster the city's healthcare infrastructure.

**WHEREAS**, by accepting this donation and entering into the proposed MOA, the City Government of Bacoor will significantly augment its ability to provide essential healthcare services to its residents, fulfilling its mandate under the Local Government Code of 1991 to ensure the provision of basic necessities, including quality healthcare, to its people.

**WHEREAS**, the proposed MOA and the ensuing partnership will enhance the healthcare services in Bacoor, ensuring that essential



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ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer

Voted by:

HON. STRIKE B. REVILLA  
City Mayor

medicines and medical supplies are readily available to those in need, thereby elevating the standard of healthcare and improving the quality of life for the residents of Bacoor.

**WHEREAS**, the City Mayor has the power to represent the City in its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod under Republic Act No. 7160 or the Local Government Code of 1991.

**NOW THEREFORE**, upon motion of Hon. Palm Angel Buncio, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement with Aboitiz Foundation, Inc., Aboitiz Power Corp., and Chin Su Corporation.

**RESOLVED LASTLY**, to furnish parties to the aforementioned agreement, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

**APPROVED** on the 5th day of December 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.  
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (the **"Agreement"**) is made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, at the City of \_\_\_\_\_, by and among:

**ABOITIZ POWER CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 16/F NAC Tower, 32<sup>nd</sup> Street, Bonifacio Global City, Taguig City, represented herein by its Head of Wholesale, **JAMES BYRON P. YU**;

- and -

**ABOITIZ FOUNDATION, INC.**, a non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at the 15th Floor, NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, herein represented by its President and Chief Operating Officer, **MS. MARIBETH L. MARASIGAN**, hereinafter referred to as the **"FOUNDATION"**;

-and-

**CHIN SU**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at 19 Aguinaldo HI-Way Real I, Bacoor, Cavite represented by \_\_\_\_\_, \_\_\_\_\_ hereinafter referred to as the **"PARTNER"**;

-and-

\_\_\_\_\_, a local government unit organized and existing by virtue of its charter under Republic Act No. 7160, otherwise known as the Local Government Code of 1991, with its address at \_\_\_\_\_, Cavite represented by its \_\_\_\_\_, \_\_\_\_\_, herein referred to as the **"BENEFICIARY"**.

The PROPONENT, the FOUNDATION, the COOPERATIVE and the BENEFICIARY shall hereinafter be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

**WITNESSETH: THAT -**

**WHEREAS**, the FOUNDATION is the social development arm of the Aboitiz group (the **"Aboitiz Group"**), duly accredited by the Philippine Council for NGO Certification (**"PCNC"**), responsible for focusing on the corporate social responsibility (**"CSR"**) efforts of the Aboitiz group to ensure that proper and worthwhile CSR projects and activities are identified as well as to determine the appropriate beneficiaries therefore;

**WHEREAS**, in furtherance of these CSR projects and activities, the PROPONENT, also an Aboitiz company, has agreed to donate funds (the **"Funds"**) to the Foundation;

**WHEREAS**, one of the CSR projects determined by the PROPONENT to be necessary is the implementation of **Medical Supplies Donation** for the BENEFICIARY herein (the **"Project"**), with the details of the Project more specifically described in the Project Scope attached hereto and made an integral part hereof as **Annex "A"**;

**WHEREAS**, the FOUNDATION has agreed to release a portion of the Funds to the PROPONENT to cover the costs for the implementation and execution of the Project (the **"Project Cost"**);

**NOW THEREFORE**, in view of the foregoing premises, the Parties hereto have agreed to the following terms and conditions:

**Section 1 Description of the Project**

The Project involves provision of medical supplies (“Medical Supplies Donation”) to \_\_\_\_\_.

**Section 2 Rights and Obligations of the BENEFICIARY**

The BENEFICIARY shall:

- a.) Ensure the proper implementation of the Project;
- b.) Coordinate with and assist the PROPONENT in the implementation and monitoring of the project;
- c.) Accept from the FOUNDATION and the PROPONENT the package of assistance necessary for the implementation of the Project;
- d.) Be responsible for and shall indemnify, defend, and hold the other Parties harmless from and against any and all claims, demands, suits and causes of action brought by any and all persons, including without limitation, the other Parties’ officers, agents, employees, representatives or by any third parties and against any and all judgments in respect thereto on account of personal injury or death, or on account of property damage, destruction or loss, arising out of any act(s) or omission(s) of the BENEFICIARY, its officers, employees, agents, representatives; and
- e.) Provide, execute or otherwise deliver all necessary documents, authorizations, certifications, contracts or deeds as may be required by the PROPONENT and/or the FOUNDATION for purposes of the PROPONENT’s and/or the FOUNDATION’S compliance with applicable laws, ordinances, rules and regulations in connection with the Project.

**Section 3 Rights and Obligations of the PROPONENT**

The PROPONENT shall:

- a.) Administer and closely coordinate with the FOUNDATION and the BENEFICIARY in the efficient and effective implementation of the Project;
- b.) It shall act as overall Project manager, as well as the FOUNDATION’S representative, in all matters arising from or in relation to the performance of this Agreement, except in cases of amendments or assignments of any portion hereof. The PROPONENT shall provide the overall administration and supervision of the Project implementation on site, including but not limited to the following:
  - i. Providing advice and support to the FOUNDATION in the enforcement and implementation of the Project plans;
  - ii. Monitoring the progress of the Project implementation and other related works and ensuring compliance and conformity by the contractors, service providers and suppliers with the Project plans;
  - iii. Making periodic reports to the FOUNDATION as to the status and/or progress of the Project and other related works;
  - iv. Implementing the FOUNDATION’S standard operating procedures as well as the FOUNDATION’S rules and regulations; and
  - v. Coordinating, on behalf of the FOUNDATION, with the BENEFICIARY as well as all other government authorities as may be necessary for the implementation of the Project.

- c.) Pay the expenses in accordance with the Project Cost indicated in this Agreement; and
- d.) Jointly execute, together with the FOUNDATION, a document confirming the donation in favor of the BENEFICIARY for the materials and equipment used for the Project.

#### **Section 4 Rights and Obligations of the FOUNDATION**

The FOUNDATION shall:

- a.) Act as the overall director for the implementation of the Project;
- b.) Manage the Funds donated by the PROPONENT, and release a portion of the Funds equivalent to the Project Cost, in a manner consistent with the policies and guidelines set by the FOUNDATION, to pay for the expenses incurred in connection with the Project; and
- c.) Jointly execute, together with the PROPONENT, a document confirming the donation in favor of the BENEFICIARY for the materials and equipment used for the Project.

#### **Section 5 Rights and Obligation of the PARTNER**

The PARTNER shall:

- a.) Nominate and identify the BENEFICIARY;
- b.) Accept funds, materials and equipment from the PROPONENT and provide the Counterpart Donation;
- c.) Coordinate, on behalf of the PROPONENT, with the BENEFICIARY, for the delivery of the Medical Supplies;
- d.) Be responsible for and shall indemnify, defend, and hold the other Parties harmless from and against any and all claims, demands, suits and causes of action brought by any and all persons, including without limitation, the other Parties' officers, agents, employees, representatives or by any third parties and against any and all judgments in respect thereto on account of personal injury or death, or on account of property damage, destruction or loss, arising out of any act(s) or omission(s) of the PARTNER, its officers, employees, agents, representatives or with respect to its licenses, taxes, permits and similar requirements ; and

#### **Section 6 Project Cost**

- a.) The Project Cost, at the time of the execution of this Agreement, is estimated to be in the amount of up to **ONE HUNDRED FIFTY THOUSAND PESOS (Php 150,000.00)**;
- b.) The FOUNDATION shall release the amount of the Project Cost to the PROPONENT; provided, that the PROPONENT submits a proposal to the FOUNDATION, which details the breakdowns of the costs for the execution and implementation of the Project, including the costs of the materials and/or equipment to be turned over to the BENEFICIARY;

#### **Section 7 Term and Effectivity**

- a.) This Agreement shall have a term of **one (1) year** commencing on the date of execution or until the completion of the Project, whichever is earlier;
- b.) The PROPONENT and/or the FOUNDATION may opt for the early termination of this Agreement for whatever reason or cause by giving the other Parties written notice to

that effect at least thirty (30) days prior to the proposed termination date, without any liability on the part of the terminating Party for damages.

c.) This Agreement may be terminated at any time by any Party for cause, at one (1) day's written notice:

- i. Upon a material violation or breach by a Party of the terms, conditions and obligations under this Agreement, and such breach is not remedied within fifteen (15) days from receipt of a written notice to remedy the same; or
- ii. If a Party shall become insolvent, or if a proceeding for bankruptcy, insolvency or for reorganization, receivership, or dissolution is instituted by or against such Party, or if such Party seeks to take advantage of any bankruptcy or insolvency statute in effect in the Philippines or elsewhere, or discontinues business or adopts a resolution providing for its dissolution or liquidation;

in which case the non-defaulting Parties shall be entitled to recover from the defaulting Party such damages and attorney's fees as the non-defaulting Parties may incur, in addition to any and all existing claims that may be due to the non-defaulting Parties prior to termination.

### **Section 8 Representations and Warranties**

Each Party hereby represents and warrants to the other Parties that:

- a) It is a duly organized, validly existing, and in good standing under the laws of the Republic of the Philippines; with full power to own its property(s), to carry on its business as it is now being conducted, and to execute, deliver and perform its obligations under this Agreement; entering into this Agreement does not violate any provision of any applicable law or regulation, its articles of incorporation, by-laws or any other constitutive documents, and any agreement with other parties; and it has been duly authorized by all necessary corporate and legal action to enter into this Agreement;
- b) There is no litigation or proceeding pending or, to the best of its knowledge, threatened against it that could adversely affect the validity of this Agreement, its financial or other condition, or its ability to comply with its obligations hereunder; and
- c) It has not paid, agreed to pay, or caused or permitted to be paid, either directly or indirectly, in any form, to any trustee, officer, employee, or agent of the other Parties any commission, percentage, or contingent fee payment or other benefit of any kind in connection with the entering into or performance of this Agreement.

### **Section 9 Force Majeure**

No Party shall be responsible for any failure to comply with, or for any delay in performance, of the terms of this Agreement if such failure is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, strike, lockout or labor dispute which are nationwide (i.e., not directed at a Party), or default of common carrier, provided that the Party invoking this provision is not guilty of concurrent negligence and/or is not in delay.

### **Section 10 Notices**

- a) All notices, requests, consents, and other documents (“Notices”) required under this Agreement shall be given or served either by personal delivery in writing, through registered mail (properly mailed and postage prepaid), or reputable courier service. Notices shall be addressed as follows:

<p><b>If to the PROPONENT: ABOITIZ POWER CORPORATION</b>  Address: NAC tower, 32<sup>nd</sup> Street  Bonifacio, Global City, Taguig City  Mobile:  Attention: <b>JAMES BYRON P. YU</b>  Email Address:  james.byron.yu@aboitiz.com</p>	<p><b>If to the FOUNDATION: ABOITIZ FOUNDATION, INC.</b>  Address: NAC Tower, 32nd Street,  Bonifacio Global City, Taguig City  Tel: (02) 8886-2666  Attention: <b>MS. MARIBETH L. MARASIGAN</b>  Email Address:  maribeth.marasigan@aboitiz.com</p>
<p><b>If to the CUSTOMER: CHIN SU</b>  Address:  Attention: 19 Aguinaldo HI-Way Real I,  Bacoor, Cavite  Contact no.: _____  Email address:  timothy.liong@metalcasrcorp.com</p>	<p><b>If to the BENEFICIARY: _____</b>  Address: Carmona, Cavite  Attention: _____  Contact no.: _____  e-Mail: mho.carmona@gmail.com</p>

- b) Notices shall be deemed served or given:
- i. On the date of actual delivery, if personally served at the address of the party to whom the Notice is given between the hours of 8:00 a.m. and 5:00 p.m. on any Business Day. For this purpose, a “Business Day” means a day, except Saturday, Sunday and legal holidays, in Taguig City.
  - ii. On the day the Notice is sent, if sent through a reputable courier service return receipt requested, postage prepaid and properly addressed to the Party or its designated agent/representative; or
  - iii. Five (5) calendar days after mailing, if sent through registered mail.
- c) Any Party may change its address for receipt of Notices at any time by giving notice thereof to the other Party. The duly authorized representative of that Party may sign any Notice given under this Agreement on behalf of said Party.

**Section 11 General Provisions**

- a.) The waiver by any Party of a breach by the other Party(ies) of any of the provisions of this Agreement, or a Party’s failure to insist on the strict performance of any provision hereof or to exercise any right in any one or more instances or circumstances, shall not be construed as a waiver or relinquishment of such provision, right or by the non-breaching Parties of any succeeding breach by the breaching Party of the same or other provisions. The delay, failure or omission by any Party in exercising any right that it/he/she may have under this Agreement shall also not operate as a waiver or relinquishment of such provision or right, or of any breach or default by the non-breaching Party.
- b.) Nothing contained or implied in this Agreement shall be construed as creating a joint venture, partnership or agency, employment relationship, franchise relationship or taxable entity among the Parties, nor shall a Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Parties, it being understood that the Parties are independent entities vis-à-vis another and none of the Parties shall have any authority to bind or commit any other party.

- c. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of the Philippines. In case of any dispute, controversy, or disagreement among the Parties arising from or in relation to this Agreement, the Parties shall in good faith exert all efforts to resolve such dispute. At the request of a Party by giving notice to the others, the duly authorized representatives of all the Parties shall meet in a good-faith effort to reach an amicable settlement of such dispute. Any unresolved dispute shall be exclusively settled and/or litigated in the proper courts of the Taguig City to the exclusion of all other courts elsewhere situated.
- d. This Agreement and the Annex hereto are the complete and exclusive statement of the agreement among the Parties, and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications among the Parties in relation to the subject matter hereof.
- e. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to substitute any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.
- f. The waiver by any Party of a breach by the other Party(ies) of any of the provisions of this Agreement, or a Party's failure to insist on the strict performance of any provision hereof or to exercise any right in any one or more instances or circumstances, shall not be construed as a waiver or relinquishment of such provision, right or by the non-breaching Parties of any succeeding breach by the breaching Party of the same or other provisions. The delay, failure or omission by any Party in exercising any right that it may have under this Agreement shall also not operate as a waiver or relinquishment of such provision or right, or of any breach or default by the non-breaching Party.
- g. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing signed by all the Parties. Approvals or consents required of a Party under this Agreement shall also be in writing.
- h. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.
- i. This Agreement may be executed electronically or by way of electronic signatures affixed in accordance with Republic Act No. 8792, otherwise known as the Electronic Commerce Act of 2000 and its implementing rules and regulations, and such other regulations of government agencies issued relating thereto.

*(Space intentionally left. Signature page follows.)*

**IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the date and at the place first above written.

\_\_\_\_\_  
By:

**ABOITIZ POWER CORPORATION**  
By:

\_\_\_\_\_  
\_\_\_\_\_

**JAMES BYRON P. YU**  
Vice President for Retail

**ABOITIZ FOUNDATION, INC.**  
By:

**CHIN SU**                   '  
By:

**MARIBETH L. MARASIGAN**  
President and Chief Operating Officer

\_\_\_\_\_  
\_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES )**  
\_\_\_\_\_ ) **SS.**

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on \_\_\_\_\_, personally appeared the following who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
_____		
_____		
<b>CHIN SU</b>		

known to me to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of **ten (10)** pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES )**  
\_\_\_\_\_ ) **SS.**

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on \_\_\_\_\_, personally appeared the following who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
<b>ABOITIZPOWER CORPORATION</b> By: <b>JAMES BYRON P. YU</b>	Passport No. P3543576B/ October 15, 2029/ DFA Manila	
<b>ABOITIZ FOUNDATION, INC.</b> By: <b>MARIBETH L. MARASIGAN</b>	PASSSPORT NO.: P4544188A EXPIRY: SEPTEMBER 28 2022	

known to me to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of **twelve (12)** pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.

**ANNEX "A"**

**PROJECT SCOPE**

**I. FINANCIAL BREAKDOWN**

**FOR \_\_\_\_\_**

<b>PARTICULARS</b>	<b>AMOUNT</b>
<b>MEDICAL SUPPLIES</b>	<b>150,000.00</b>
<b>TOTAL AMOUNT</b>	<b>150,000.00</b>