

**CONTRACT**  
Compressed Medical Gases and Liquid Oxygen

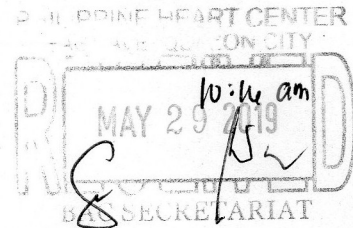
Contract #043-19

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ at Quezon City between the;

**PHILIPPINE HEART CENTER (PHC)**  
represented herein by its Executive Director,  
**JOEL M. ABANILLA, M.D.** with office address  
at East Avenue, Diliman, Quezon City

and

**LINDE PHILIPPINES, INC.**  
with office address at ,  
30<sup>th</sup> Floor Wynsum Corporate Plaza  
22F Ortigas Jr., Road, Ortigas Center  
Pasig City, represented  
herein by its Managing Director,  
**VINAYAK KEMBAHVI**, whose  
authority is cited in the attached Security  
Certificate:



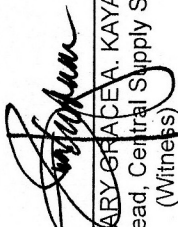
WHEREAS, PHC invited Bids for the Project: **Compressed Medical Gases and Liquid Oxygen** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Nine Million One Hundred Eight Thousand Two Hundred Fifty-Eight Pesos and 3/100 (P9,108,258.03)** (hereinafter called "the Contract Price"), inclusive of all applicable taxes.

Accordingly, the parties hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The Contract shall be for a period of nine(9) months commencing on April 1, 2019 to December 31, 2019.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/ statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from PHC's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) PHC's Notice of Award
4. In consideration of the payments to be made by PHC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with PHC to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. PHC hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may be become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

BY   
**ROMMEL C. LISONDRA**  
Account Manager

BY   
**VINAYAK KEMBAHVI**  
Managing Director

BY   
**MARY GRACE A. KAYANAN**  
Head, Central Supply Section  
(Witness)

BY   
**JOEL M. ABANILLA, M.D.**  
Executive Director