

CONTRACT
4 units Stretcher

THIS AGREEMENT is made this 17th day of December 2020 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

SAVIOUR MEDEVICES, INC.,
with office address at ,
5th Floor, BTTC Centre, Ortigas Avenue,
Greenhills, San Juan City,
represented herein by its
Vice President for Sales,
JULIET G. APACIBLE, whose
authority is cited in the attached Secretary's
Certificate:

WHEREAS, PHC invited Bids for the Project: **4 units Stretcher** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million One Hundred Ninety-Five Thousand Five Hundred Fifty-Two Pesos (P 1,195,552.00)** (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 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
3. 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.
4. 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: *[Signature]*
ROB. RUSSELL DE GUZMAN
(Witness)

BY: *[Signature]*
JULIET G. APACIBLE
Vice President for Sales

BY: *[Signature]*
ROSARIO MARIABELEN M. CERCADO, RN
OIC, Div. Of Medical-Surgical 2/ER
(Witness)

BY: *[Signature]*
JOEL M. ABANILLA, M.D.
Executive Director