

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

ALLIED HOSPITAL SUPPLY INTERNATIONAL CORP. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Unit 1-SC Bldg., 144 Mindanao Avenue Quezon City Manila, in this Agreement by its Asst. Sales & Marketing Manager, **MR. GEORGE M. DE CASTRO** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical items** to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

PHILIPPINE HEART CENTER
 MANUEL T. CHUA CHIACO, JR., M.D.
 Executive Director

ALLIED HOSPITAL SUPPLY INTERNATIONAL CORP.
 MR. GEORGE M. DE CASTRO
 Asst. Sales and Marketing Manager

LOLO P. LUNA
 Chief, Purchasing Division
 Witness

Witness

ALLIED HOSPITAL SUPPLY INTERNATIONAL CORP.
Witness

MR. GEORGE M. DE CASTRO
Asst. Sales and Marketing Manager

ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

ALLIED HOSPITAL SUPPLY INTERNATIONAL CORP.
Witness
MR. GEORGE M. DE CASTRO
Asst. Sales and Marketing Manager

ZOILO P. LUNA
Chief Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

ALLIED HOSPITAL SUPPLY INT'L CORP

by:

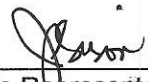
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

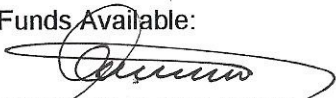

MR. GEORGE M. DE CASTRO
Asst. Sales and Marketing Manager

WITNESSES:


ZOLITO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this ___ day of 22 MAR 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Mr. George M. De Castro, with Res. Cert. No. 06467827 issued
Sm 2612 at QC.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. GEORGE M. DE CASTRO, in representation of
ALLIED HOSPITAL SUPPLY INT'L CORP., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their
free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 170 :
Page No. 35 :
Book No. 1X :
Series of 2012.

ATTY. MANNY V. TAGASIN
NOTARY PUBLIC
COMMISSION NO. 049/ UNTIL DEC. 31, 2012
OCHCPO. GRD. FLR. QUEZON CITY HALL
IBP NO. 823273 12-20-2011 QUEZON CITY
PTR NO. 6022784 - 1-2-2012 QUEZON CITY
ROLL OF ATTORNEYS NO 56070
MCLE NO. 111-0007899
Tel. NO. 243-085-918

PHILIPPINE HEART CENTER
Manuel T. Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

JOLO P. LUNA
Chief Purchasing Division
Witness

ALLIED HOSPITAL SUPPLY INTERNATIONAL CORP.
George M. De Castro
MR. GEORGE M. DE CASTRO
Asst. Sales and Marketing Manager

[Signature]
Witness

Contract # 065-12

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

BLUE SKY TRADING COMPANY, INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 416 Dasmarinas St., Binondo, Manila in this Agreement by its President, **MR. BENJAMIN G. TANTIANSU** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical items** to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Ryan Carlo B. Delos Reyes
Ryan Carlo B. Delos Reyes
Witness

BLUE SKY TRADING COMPANY, INC.
MR. BENJAMIN G. TANTIANSU
MR. BENJAMIN G. TANTIANSU
President

ZOLOLO P. LUNA
ZOLOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

R.C. Delos Reyes
Ryan Carlo B. Delos Reyes
Witness

BLUE SKY TRADING COMPANY, INC.
MR. BENJAMIN G. TANTIANSU
President

LOLOP. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year** to commence on **January 1, 2012** until **December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

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To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
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- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

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Ryan Carlo B. Delos Reyes
Witness

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MR. BENJAMIN G. TANTIANSU
President

ZOLOP. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, R. M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
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5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
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6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.


c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:



MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

BLUE SKY TRADING COMPANY, INC.

by:

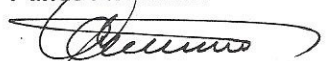

MR. BENJAMIN G. TANTIANSU
President

WITNESSES:


ZOLOP P. LUNA
Chief, Purchasing Division

R. C. Delos Reyes
Ryan Carlo B. Delos Reyes
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, Philippines,
this ___ day of APR 03 2012, personally appeared:

Dr. Manuel Chua T. Chiacco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

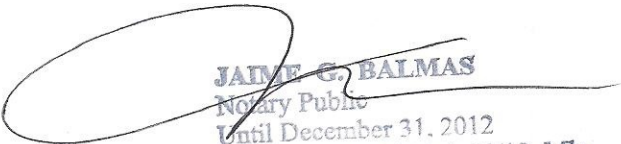
Mr. Benjamin G. Tantiansu, with Res. Cert. No. 37484980 issued
on January 3, 2012 at Cebu City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER and MR. BENJAMIN G. TANTIANSU, in representation of
BLUE SKY TRADING COMPANY, INC. known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively sent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

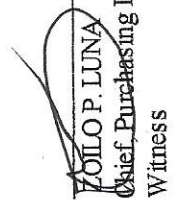
Doc. No. 317 :
Page No. 04 :
Book No. 04 :
Series of 2012.

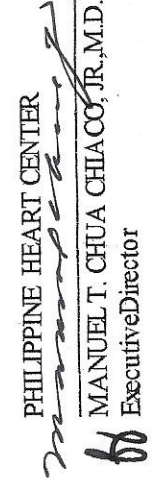

JAI ME G. BALMAS
Notary Public
Until December 31, 2012
P.T.R. No. 0279741, I 32/12, Mla.
I.B.P. No. 874200, 0102/12, Mla.II
MCLE Compliance No. IV-0002684
September 9, 2011
Roll No. 39727

R. C. Delos Reyes
Ryan Carlo B. Delos Reyes
Witness

BLUE SKY TRADING COMPANY, INC.

MR. BENJAMIN G. TANTIANSU
President


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

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and

CONECTA PACIFIC MEDTRADE, INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 113 Matatag St., Diliman Quezon City, in this Agreement by its **President, MR. QUINTIN T. CALLUENG**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

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WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

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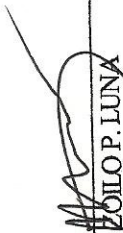
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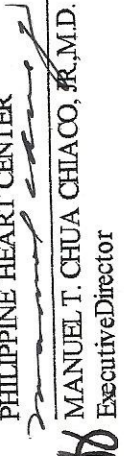
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Witness

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President


LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

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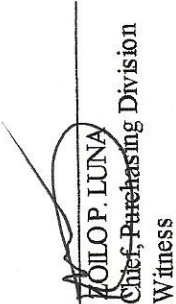
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Witness

CONNECTA PACIFIC MEDTRADE, INC.

MR. QUINTIN T. CALLUENG
President


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


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2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

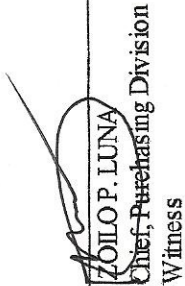
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

CONNECTA PACIFIC MEDITRADE, INC.

MR. QUINTIN T. CALLUENG
President


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

CONECTA PACIFIC MEDTRADE, INC.


by:


by:

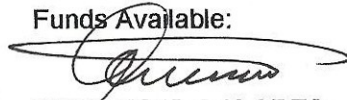

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


MR. QUINTIN T. CALLUENG
President

WITNESSES:


MILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:

ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this ___ day of MAR 05 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and


Mr. Quintin T. Callueng, with Res. Cert. No. 03090692 issued
on Jan-09, 2012 at Q.C.

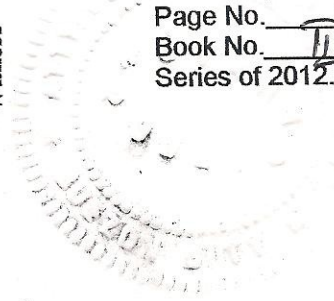
DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. QUINTIN T. CALLUENG, in representation of
CONECTA PACIFIC MEDTRADE INC., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

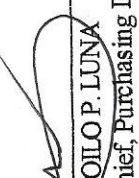
Doc. No. 21 :
Page No. 8 :
Book No. 11 :
Series of 2012.

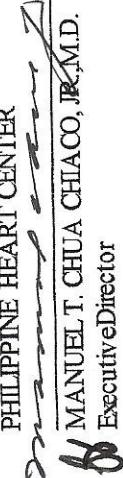

DULCISIMO G. HINANAY JR.
Atty's Roll No. 27386
Notary Public
Until December 31, 2012
PTR No. 6031018, Jan. 2, 2012
IBP No. 823336, Jan. 2, 2012
TIN No. 125-852-859
Commission No. 012 (2011-2012)
MCLE Compliance No. III-0019792
January 12, 2011



CONECTA PACIFIC MEDTRADE, INC.

MR. QUINTIN T. CALLUENG
President


KOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2011 by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

EURO-MED LABORATORIES PHILS., INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 1000 UNITED NATION Avenue Manila, in this Agreement by its **President, MS. GEORGINA S. EVIDENTE** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.


2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

EURO-MED LABORATORIES PHILS., INC.

MS. GEORGINA S. EVIDENTE
President


POLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

BIRO-MED LABORATORIES PHILS., INC.

MS. GEORGINA S. EVIDENTE
President


OILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director


All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fails to deliver the items awarded, PHC has the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

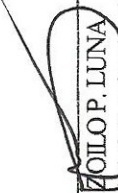
6. TERMINATION OF CONTRACT

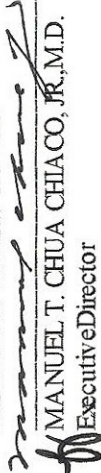
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

EURO-MED LABORATORIES PHILS., INC.

MS. GEORGINA S. EVIDENTE
President


Witness


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:



MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

EURO-MED LABORATORIES PHILS., INC.

by:

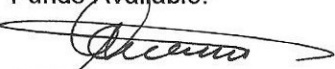

MS. GEORGINA S. EVIDENTE
President

WITNESSES:


JOILO P. LUNA
Chief, Purchasing Division


Jennifer
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 16 day of MAR 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Georgina S. Evidente, with Res. Cert. No. _____ issued
Sn _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. GEORGINA S. EVIDENTE, in representation of
EURO-MED LABORATORIES PHILS., INC., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their
free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 476 :
Page No. 90 :
Book No. XIV :
Series of 2012.

ATTY. JAY BORRAMEO
Notary Public
Until Dec. 31, 2012
IBP No. 831098 / 01-04-12, Q.C.
PTR No. 6012003 / 01-04-12, Q.C.
Roll No. 49640 / TIN-156-545-237
Adm. Matter Jo. NP-034 (2011-2012)
MCLE Compliance III No. 19879
Add.: Quezon City Police Clearance Section
QCPD, Quezon City

[Signature]
Witness

EURO-MED LABORATORIES, PHILS., INC.
[Signature]
MS. GEORGINA S. EVIDENTE
President

[Signature]
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February, 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

EURO-PACIFIC HEALTH CARE DISTRIBUTORS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 5 Pine St., West Fairview, Quezon City, in this Agreement by its Sales Supervisor, **MS. VIVIEN A. BULUSAN**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical** items to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE


The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.


The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.


2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

EURO-PACIFIC HEALTH CARE DISTRIBUTORS, INC.

MS. VIVIEN A. BULUSAN
Sales Supervisor


LOLO P. LUNA
Chief, Purchasing Division
Witness


PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

EURO-PACIFIC HEALTH CARE DIST., INC.


Witness

MS. VIVIEN A. BULUSAN
Sales Supervisor

ZOILLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

EURO-PACIFIC HEALTH CARE DIST., INC.
MS. VIVIEN A. BULLUSAN
Sales Supervisor

ZOILO P. LUNA
Chief, Purchasing Division
Witness

Witness

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES -- late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.


b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER
by:


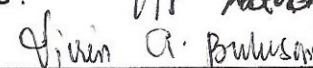

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

EURO-PACIFIC HEALTH CARE DIST., INC.
by:

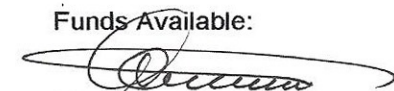

MS. VIVIEN A. BULUSAN
Sales Supervisor


ZOILO P. LUNA
Chief, Purchasing Division

WITNESSES:



Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 08 day of APR 2012, 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Vivien A. Bulusan, with Res. Cert. No. CC1201103922320 issued on
January 12, 2012 at Quezon City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. VIVIEN A. BULUSAN, in representation of
EURO-PACIFIC HEALTH CARE DISTRIBUTORS, INC., known to me be the same
persons who executed the foregoing instrument and acknowledged to me that the
same is their free and voluntary act and deed and of the corporations they
respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 847 :
Page No. 179 :
Book No. 11 :
Series of 2012.

Tomas F. Dulay Jr.
ATTY. TOMAS F. DULAY, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31 2014
ROLL NO 16583/03 13 1961
IBP NO 823239/CY 2012 / QC
PTR NO 6031383 / 01 02 12 / QC
MCLE EXEMPTED

EURO-PACIFIC HEALTH CARE DIST., INC.

Vivien A. Bulusan
MS. VIVIEN A. BULUSAN
Sales Supervisor

Colo P. Luna
COLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel T. Chua Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Notary
Witness

Contract # 085-11

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February, 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

a n d

FERNANDO MEDICAL ENTERPRISES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 3F Golden Bldg., # 1465 E. Rodriguez Sr. Ave., Quezon City in this Agreement by its **President, Mr. Rafael Fernando**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

FERNANDO MEDICAL ENTERPRISES, INC.

BY: 

MR. RAFAEL FERNANDO

President

LOILO P. LUNA

Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

BY: 

MANUEL T. CHUA CHIACO, JR., M.D.

Executive Director

Witness



3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

[Signature]
Witness

BY: *[Signature]*
MR. RAFAEL FERNANDO
President

[Signature]
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE DEPARTMENT OF HEALTH
BY: *[Signature]*
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

FERNANDO MEDICAL ENTERPRISES, INC.

BY: *RF*

MR. RAFAEL FERNANDO
President

[Signature]
Witness

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

PHILIPPINE HEART CENTER

BY: *[Signature]*

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

ZOILO P. LUNA
Chief, Purchasing Division

Witness

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.


c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.


PHILIPPINE HEART CENTER
by:

FERNANDO MEDICAL ENTERPRISES, INC.
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

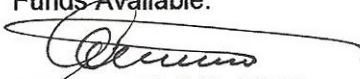

MR. RAFAEL FERNANDO
President

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 26 day of MAR 2012 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Mr. Rafael Fernando, with Res. Cert. No. 03098705 issued on
Jan. 4, 2012 at Quezon City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. RAFAEL FERNANDO, in representation of
FERNANDO MEDICAL ENTERPRISES, INC. known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 796 :
Page No. 159 :
Book No. 41 :
Series of 2012.

Tom F. Dulay Jr.
ATTY. TOMAS F. DULAY, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31 2014
ROLL NO 16583/03 13 1961
IBP NO 823239 /CY 2012 /QC
PTR NO 6031383 /01 02 12 /QC
MCLE EXEMPTED

FERNANDO MEDICAL ENTERPRISES, INC.

BY: *Rafael Fernando*

MR. RAFAEL FERNANDO
President

Witness *Juan Fernandez*

PHILIPPINE HEART CENTER

BY: *Manuel Chua T. Chiaco, Jr.*

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Witness *Loilo P. Luna*

LOILO P. LUNA
Chief, Purchasing Division

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

GLOBAL CRITICARE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 29/F Antel Global Corporate Center, Dona Julia Vargas Avenue, Ortigas Center, Pasig City, in this Agreement by its **Managing Director, MR. TEOFILO N. ECHEVERRIA, III**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

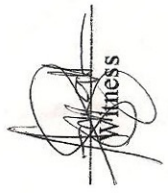
1. ITEMS TO BE PURCHASED & PURCHASE PRICE

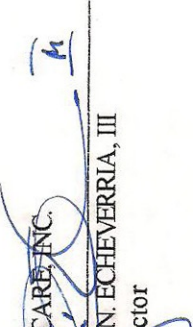
The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

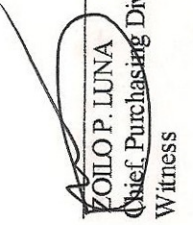
The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

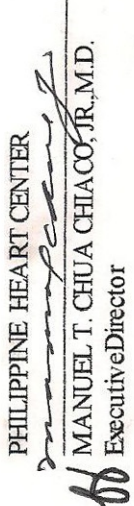
2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness


GLOBAL CRITICARE, INC.
MR. TEOFILO N. ECHEVERRIA, III
Managing Director


JOILO P. LUNA
Chief, Purchasing Division
Witness


PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

[Signature]
Witness

[Signature]
GLOBAL ORNICARE, INC.
MR. TEOFILO N. ECHEVERRIA, III
Managing Director
[Signature]
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

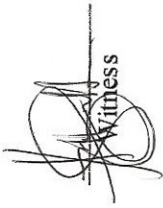
All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.


2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

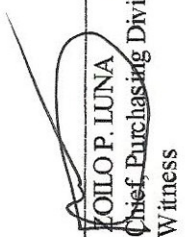
6. TERMINATION OF CONTRACT

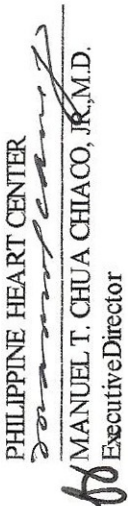
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness


GLOBAL CRITICARE, INC.
MR. TEOFILO N. ECHEVERRIA, III
Managing Director


LOILO P. LUNA
Chief, Purchasing Division
Witness


PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

- a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

- b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.
- c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.


PHILIPPINE HEART CENTER
by:



MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

GLOBAL CRITICARE, INC.
by:

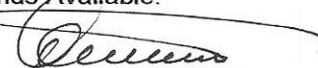

MR. TEOFILO N. ECHEVERRIA, III
Managing Director

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Anna Marie Garcia
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 26 day of MAR 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Mr. Teofilo N. Echeverria III, with Res. Cert. No. 7566308 issued
on January 5, 2012 at City of Manila.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. TEOFILO N. ECHEVERRIA, III, in
representation of GLOBAL CRITICARE, INC., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their
free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 274 :
Page No. 55 :
Book No. 70 :
Series of 2012.

Tomás F. Dulay, Jr.
Notary Public
Until December 31, 2014
Roll No. 165830 / 03-13-61
IBP No. 823239 / cy 2012 - Q.C.
PIR No. 6031383 / 01-02-12 - Q.C.
TIN No. 41022591692
92 Legaspi St. Proj. 4, Q.C.
MCLE EXEMPTED

PHILIPPINE HEART CENTER
Manuel Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Loi P. Luna
Loi P. LUNA
Chief, Purchasing Division
Witness

Teofilo N. Echeverria III
GLOBAL CRITICARE, INC.
MR. TEOFILO N. ECHEVERRIA, III
Managing Director

[Signature]
Witness

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

HEALTH SOLUTIONS ENTERPRISES, INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 2291 Don Chino Roces Avenue Makati City, in this Agreement by its Sales Area Manager, **MS. JACQUILINE G. RACELIS** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical items** to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

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The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

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The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

[Signature]
Witness

HEALTH SOLUTIONS ENTERPRISES, INC.

[Signature]
MS. JACQUILINE G. RACELIS
Sales Area Manager

[Signature]
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

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To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
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The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

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- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

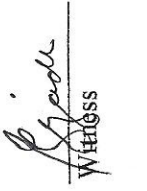
5. DELIVERIES AND PENALTIES

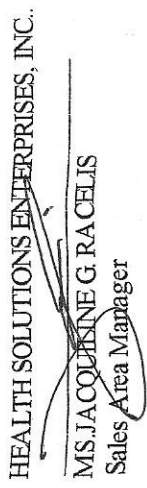
SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

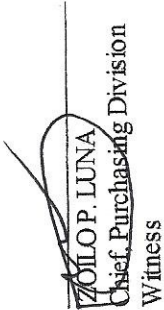
A. All deliveries shall be subject to the following conditions:

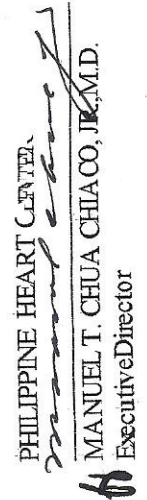
- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

HEALTH SOLUTIONS ENTERPRISES, INC.

MS. JACQUELINE G. RA CELIS
Sales Area Manager


LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

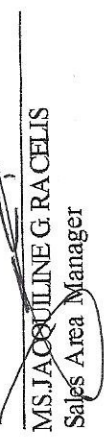
2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

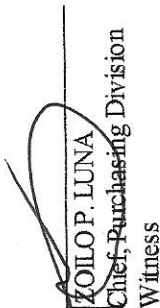
6. TERMINATION OF CONTRACT


The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

HEALTH SOLUTIONS ENTERPRISES, INC.,

MS. JACQUELINE G. RACELIS
Sales Area Manager


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

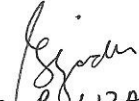
HEALTH SOLUTIONS ENT. INC.

by:

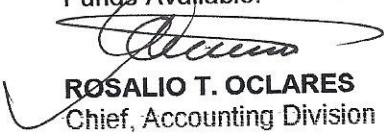

MS. JACQUILINE G. RACELIS
Sales Area Manager

WITNESSES:


AILO P. LUNA
Chief, Purchasing Division


GUENDA BULIZAR
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI CITY)

[Signature]
Witness

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, Philippines, this ___ day of _____ 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946 which will expire on June 14, 2013.
and

Ms. Jacqueline G. Racelis, with Res. Cert. No. _____ issued Sn _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of PHILIPPINE HEART CENTER, and MS. JACQUILINE G. RACELIS, in representation of HEALTH SOLUTIONS ENT. INC. known to me be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this acknowledgment is written and issued by the parties and signed by their instrumental witnesses on each and every page.

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

Doc. No. 401 :
Page No. 081 :
Book No. XXI :
Series of 2012.

[Signature]
LAURA LOVE PEÑARANDA-GUEVARA
Notary Public
Until December 31, 2012
PTR No. 2170320, 01/02/12, Makati City

HEALTH SOLUTIONS ENTERPRISES, INC.
[Signature]
MS. JACQUILINE G. RACELIS
Sales Area Manager

[Signature]
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

HEALTH-TECH MEDICAL, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at #17 Binmaca St., Manresa Quezon City, in this Agreement by its Sales Supervisor, **MS. LILIA REGINA C. VELASCO**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Ella Marie Barrientos
Witness

HEALTH-TECH MEDICAL, INC.
Lilia Regina C. Velasco
MS. LILIA REGINA C. VELASCO
Sales Supervisor

Ololo P. Luna
OLOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel T. Chua Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

23 FEB 2012

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

Ella Marie Barrientos
Witness

HEALTH-TECH MEDICAL, INC.
[Signature]
MS. LILIA REGINA C. VELASCO
Sales Supervisor

[Signature]
SOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIACORAR, M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

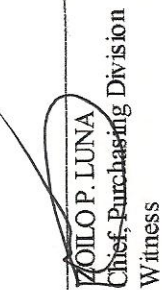
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Ella Marie Barrientos
Witness

HEALTH-TECH MEDICAL, INC.


MS. LILIA REGINA C. VELASCO
Sales Supervisor


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER
by:

HEALTH TECH MEDICAL, INC
by:

Manuel Chua Jr
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Lilia Regina C. Velasco
MS. LILIA REGINA C. VELASCO
Sales Supervisor

Luilo P. Luna
LUILO P. LUNA
Chief, Purchasing Division

WITNESSES:
Ella Mayre Barrientos
Company's Representative

Funds Available:
Rosalio T. Oclares
ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 26 day of MAR 2012, 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Lilia Regina C. Velasco, with Res. Cert. No. 34675532 issued on
01-06-12 at Navotas City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. LILIA REGINA C. VELASCO in representation of
HEALTH-TECH MEDICAL, INC. known to me be the same persons who executed the F
foregoing instrument and acknowledged to me that the same is their free and voluntary
act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 09 :
Page No. 02 :
Book No. 131 :
Series of 2012.

ATTY. FARLEY B. DAQUE
NOTARY PUBLIC
UNTIL DEC. 31, 2012
ADM. MATTER NO. 003
IBP NO. 873541 DEC. 29, 2011 SQUOR
PTR. NO. 4631036 JAN. 2, 2012 Q.C.
ROLL NO. 50800

Ella Marie Bannias
Witness

HEALTH-TECH MEDICAL, INC.
Lilia Regina C. Velasco
MS. LILIA REGINA C. VELASCO
Sales Supervisor

Zoilo P. Luna
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel Chua T. Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February, 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

JPC MEDICAL & IND'L. SUPPLIES TRADING, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 458 Baranca Drive, Mandaluyong City, in this Agreement by its President, **MR. JOHNY C. GACIS**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Pharmaceutical items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Autogen
Witness

JPC MEDICAL & IND'L. SUPPLIES TRADING
MR. JOHNY C. GACIS
President

LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

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In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
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5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

JPC MEDICAL & INDL. SUPPLIES TRADING

MR. JOHNY G. GACIS
President

Chief Purchasing Division
WILLO P. LUNA
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

Witness

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2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
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5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
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1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

IPC MEDICAL & INDL. SUPPLIES TRADING

Witness

MR. JOHNY C. GACIS

President

APULO P. LUNA

Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.

Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.


PHILIPPINE HEART CENTER
by:

JPC MEDICAL & IND'L. SUPPLIES TRADING
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

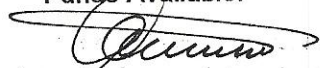

MR. JOHNY C. GACIS
President

WITNESSES:


MILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 20 day of MAR 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Mr. Johny C. Gacis, with Res. Cert. No. 09806757 issued on
JANUARY 4, 2012 at MANDALUYONG CITY.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. JOHNY C. GACIS, in representation of
JPC MEDICAL & INDL. SUPPLIES TRADING known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 757 :
Page No. 187 :
Book No. 21 :
Series of 2012.

Tomas F. Dulay, Jr.
ATTY. TOMAS F. DULAY, JR.

NOTARY PUBLIC
UNTIL DECEMBER 31 2014
ROLL NO. 36583/03131961
IBP NO. 823239/CY2012/QC
PTR NO. 6031383/010212/QC
MCLE EXEMPTED

JPC MEDICAL & INDL. SUPPLIES TRADING

Witness

Mr. Johny C. Gacis
MR. JOHNY C. GACIS
President

Chief, Purchasing Division

Witness

Loilo P. Luna
LOILO P. LUNA

PHILIPPINE HEART CENTER

Manuel T. Chua Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF LABORATORY ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

LABMATE PHARMA, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 3F Jafer Bldg., # 118 West Avenue, Quezon City, in this Agreement by its **President, MR. GERMAN A. PANGHULAN**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of Laboratory items.

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of Medical items to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

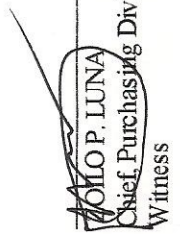
2. CONTRACT PRICE AND MANNER OF PAYMENT

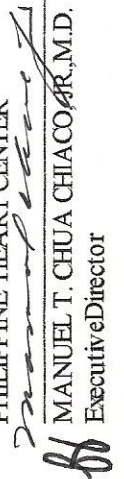
The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

LABMATE PHARMA, INC.

MR. GERMAN A. PANGHULAN
President


WITNESS
LOLO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

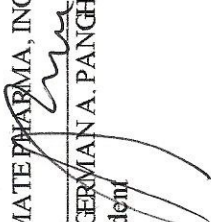
SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

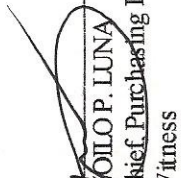
A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

LABMATE PHARMA, INC.

MR. GERMAN A. PANGHULAN
President


MOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

LABMATE PHARMA, INC.

MR. GERMAN A. PANGHULAN

President

ZOILO P. LUNA

Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.

Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

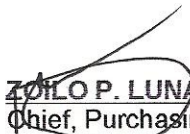
This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:




MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director



ZOLITO P. LUNA
Chief, Purchasing Division

Funds Available:



ROSALIO T. OCLARES
Chief, Accounting Division

LABMATE PHARMA, INC.

by:



MR. GERMAN A. PANGHULAN
President

WITNESSES:



Company's Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this ___ day of 26 MAR 2012 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Mr. German A. Panghulan, with Res. Cert. No. 03160891 issued
on January 4, 2012 at Quezon City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. GERMAN A. PANGHULAN, in
representation of LABMATE PHARMA, INC. known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their
free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 802 :
Page No. 160 :
Book No. 01 :
Series of 2012.

Tom F. Dulay, Jr.
ATTY. TOMAS F. DULAY, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31 2014
ROLL NO 16583/03 13 1961
IBP NO 823239/CY 2012/QC
PTR NO 6031383/01 02 12/QC
MCLE EXEMPTED

Edyleen Sun
Witness

LABMATE PHARMA, INC.
German A. Panghulan
MR. GERMAN A. PANGHULAN
President

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel Chua T. Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February, 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

a n d

LIFELINK, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Unit 825 Cityland, Shaw Tower, Shaw Blvd., corner Francis St., Mandaluyong City in this Agreement by its **AVP- Sales and Marketing, MR. ROBERTO M. CUEVAS**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:


1. ITEMS TO BE PURCHASED & PURCHASE PRICE

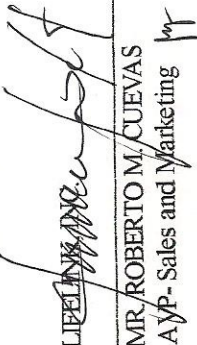
The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.


The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness


MR. ROBERTO M. CUEVAS
AVP- Sales and Marketing


LOLO P. LUNA
Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

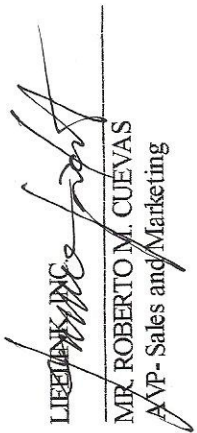
SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

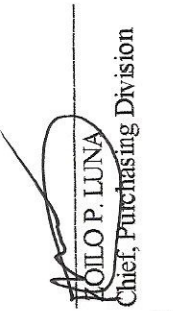
A. All deliveries shall be subject to the following conditions:

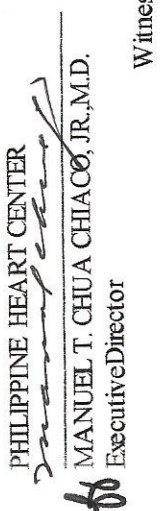
- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness


MR. ROBERTO M. CUEVAS
AVP- Sales and Marketing


ZOILO P. LUNA
Chief, Purchasing Division


PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACCO, JR., M.D.
Executive Director

Witness

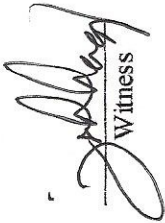
All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fails to deliver the items awarded, PHC has the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

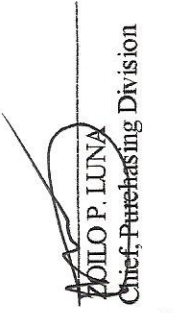
6. TERMINATION OF CONTRACT

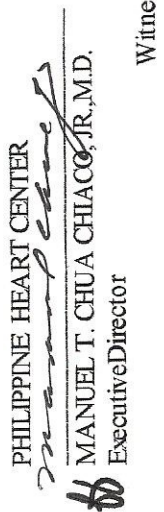
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness


MR. ROBERTO M. CUEVAS
AVP- Sales and Marketing


DANILO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Witness

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.


b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER
by:


MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

LIFELINK, INC.
by:

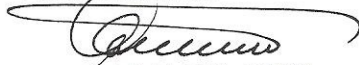

MR. ROBERTOM M. CUEVAS
AVP- Sales and Marketing

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative


Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

This instrument consisting of (5) pages including this page in which this acknowledgment is written and issued by the parties and signed by their instrumental witnesses on each and every page.

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

Doc. No. 315 :
Page No. 36 :
Book No. 150 :
Series of 2012.


ATTY. DELFIN R. AGCAOLI, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 0285334 / 2012-2013 MLA.
IBP NO. 797299, 2012 MLA.
ROLL NO. 24655 / TIN-144-519-066
MCLE III-0013521

ZOILO P. LUNA
Chief, Purchasing Division

Witness

R.M.D.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANTILA)

BEFORE ME, a Notary Public for and in the City of MANTILA, Philippines,
this 23 day of MAR 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Mr. Roberto M. Cuevas, with Res. Cert. No. _____ issued on
_____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. ROBERTO M. CUEVAS, in representation of
LIFELINK, INC., known to me be the same persons who executed the foregoing
instrument and acknowledged to me that the same is their free and voluntary act and
deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 315 :
Page No. 31 :
Book No. 150 :
Series of 2012.

[Signature]
ATTY. DELFIN R. AGCAOILI, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 0285334 / 2012-2013 MLA.
IBP NO. 797299, 2012 MLA.
ROLL NO. 24655 / TIN-144-519-066
MCLE III-0013521

Witness

[Signature]
LIFELINK, INC.
MR. ROBERTO M. CUEVAS
AVP- Sales and Marketing

Chief, Purchasing Division

[Signature]
JOLO P. LUNA

Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

MACARE MEDICALS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 67 A. Luna St., Bagumbayan, Quezon City, in this Agreement by its **General Manager, MR. FLORIZEL Q. DE PANO**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

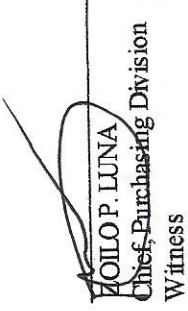
The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness


MACARE MEDICALS, INC.
MR. FLORIZEL Q. DE PANO
General Manager


JOILO P. LUNA
Chief, Purchasing Division
Witness


PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

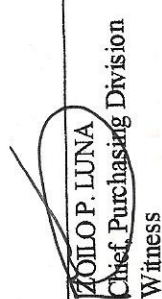
- Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

MACARE MEDICALS, INC.

MR. FLORIZEL Q. DE PANO
General Manager


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT


The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:


1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

MACARE MEDICALS, INC.

MR. FLORIZEL Q. DE PANO
General Manager


ZOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

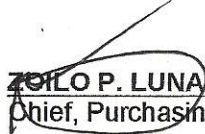
PHILIPPINE HEART CENTER
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

MACARE MEDICALS, INC.
by:

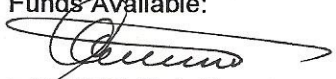

MR. FLORIZEL Q. DE PANO
General Manager

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

BEFORE ME, a Notary Public for and in the City of _____, Philippines,
this _____ day of _____ 2012, personally appeared:

APR 17 2012

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Mr. Florizel Q. De Pano, with Res. Cert. No. 03162573 issued
on JANUARY 15, 2012 at QUEZON CITY.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. FLORIZEL Q. DE PANO, in representation of
MACARE MEDICALS, INC., known to me be the same persons who executed the
foregoing instrument and acknowledged to me that the same is their free and voluntary
act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

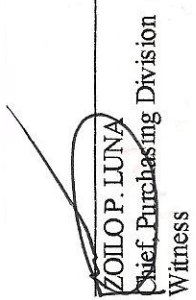
Doc. No. 86 :
Page No. 12 :
Book No. XVI :
Series of 2012.

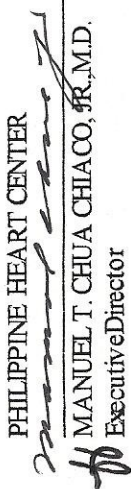
MARCIAL F. PERBENITO
NOTARY PUBLIC
UNTIL DEC. 31, 2013
PTR No. 0343281-MLA- 1/4/12
ROLL No. 16081-1-1-27-61
IBP 483781
TIN 245-274-075


Witness

MACARE MEDICALS, INC.

MR. FLORIZEL Q. DE PANO
General Manager


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

MEDICAL CENTER TRADING CORPORATION a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Pioneer St., Corner Shaw Blvd., Pasig City in this Agreement by its President/ General Manager, **MR. SULPICIO A. BATILARAN** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of Medical items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Sulpician
MA. PARTIHOY
Witness

MEDICAL CENTER TRADING CORPORATION.

MR. SULPICIO A. BATILARAN
President/General Manager

LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Supervisor
M.A. FORTAL O. CHINTECHEN
Witness

MEDICAL CENTER TRADING CORPORATION.
MR SULPICIO A. BATTILARAN
President/General Manager

ZOLOP P. LUNA
Chief Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT


The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

MEDICAL CENTER TRADING CORPORATION

MR SULPICIO A. BAITILARAN
President/General Manager


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:

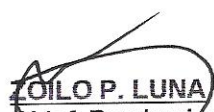

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

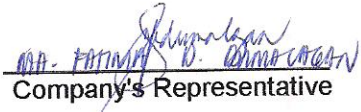
MEDICAL CENTER TRADING CORP.

by:

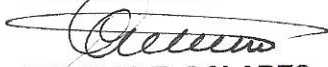

MR. SULPICIO A. BATILARAN
President/General Manager

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of MAY 02 2012, Philippines,
this ____ day of _____ 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

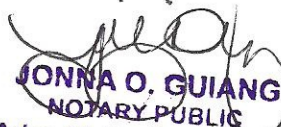
Mr. Sulpicio A. Batilaran, with Res. Cert. No. 07498783 issued
on January 06, 2012 at Taytay, Rizal.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER and MR. SULPICIO A. BATILARAN, in representation of
MEDICAL CENTER TRADING CORP, . known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively sent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

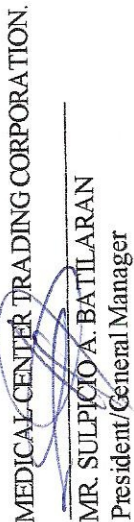
WITNESS MY HAND AND SEAL on the date and at the place first above-written.

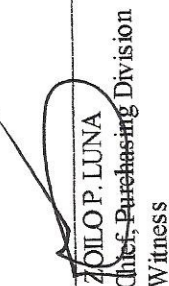
Doc. No. 387 :
Page No. 29 :
Book No. 1 :
Series of 2012.

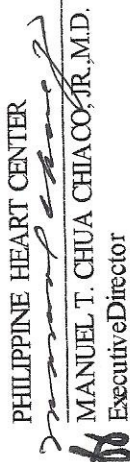

JONNA O. GUIANG
NOTARY PUBLIC

Adm. Matter No. NP-215
UNTIL DECEMBER 31, 2013
7 Mercury Ave., Bagumbayan, Q.C.
MCLE No. III - 0021566; 2-21-12
PTR No. 6073849; 1-6-12; Q.C.
IBP No. 880218; 1-9-12; PANG.
ROLL No. 50741


Witness
Mr. Sulpicio A. Batilaran

MEDICAL CENTER TRADING CORPORATION.

MR. SULPICIO A. BATILARAN
President/General Manager


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 27th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

MEDIKWELT MARKETING, INC, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # Unit 427 Midtown U.N. Avenue Yakal St., Ermita, Manila in this Agreement by its **Chief, Operation Officer MS. ARLENE D. ONG** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE


The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.


The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.


2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

MEDIKWELT MARKETING, INC

MS. ARLENE D. ONG
Chief, Operation Officer


LOLOP. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

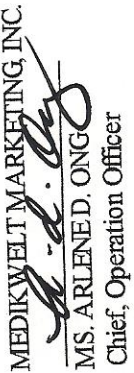
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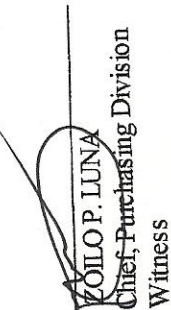
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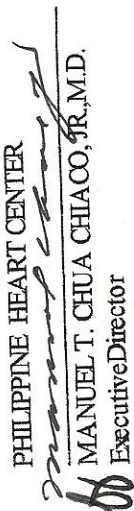
- Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

MEDIKWELT MARKETING, INC.

MS. ARLENE D. ONG
Chief, Operation Officer


LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

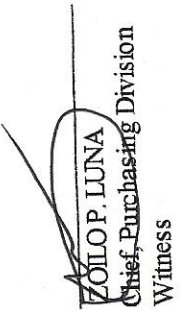
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

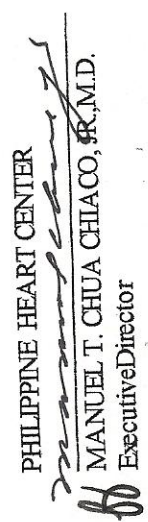
1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

MEDISWELT MARKETING, INC.

MS. ARLENE D. ONG
Chief, Operation Officer


ZOLOP LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, R.M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:

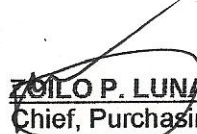

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

MEDIKWELT MARKETING, INC.

by:


MS. ARLENE D. ONG
Chief, Operation Officer

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:

ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines,
this 26 day of APR 2012 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Arlene D. Ong, with Res. Cert. No. _____ issued
on _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. ARLENE D. ONG, in representation of
MEDIKWELT MARKETING, INC., known to me be the same persons who executed
the foregoing instrument and acknowledged to me that the same is their free and
voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 126 :
Page No. 26 :
Book No. 26 :
Series of 2012.

Ronald C. Ching
ATTY. RONALD SEGUNDINO C. CHING
NOTARY PUBLIC - CITY OF MANILA
ADM. NO. 2011-009-UNTIL DEC. 31, 2012
ROLL NO. 54899
NO. 9-5 BENAVIDEZ ST. SA. ANTONIO, MANILA
DP NO. 864212/12-25-2 MANILA
PTR NO. M.L.A. 031422-12-19-2011 MANILA
MCLE COMPLIANCE NO. 111-0013300

[Signature]
Witness

MEDIKWELT MARKETING, INC.
[Signature]
MS. ARLENE D. ONG
Chief, Operation Officer

[Signature]
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

#050-12

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 27th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

MEDTRONIX MEDICAL SUPPLIES & EQUIPMENT, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # Unit 72-A Set Limbaga St., Quezon City in this Agreement by its **General Manager, MS. JONA N. NAVARRO**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.


2. CONTRACT PRICE AND MANNER OF PAYMENT

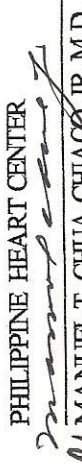
The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

MEDTRONIX MEDICAL SUPPLIES & EQUIPMENT


MS. JONA N. NAVARRO
President


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

MEDTRONIX MEDICAL SUPPLIES & EQUIPMENT
Witness
MS. JONA N. NAVARRO
President

JOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT


The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

MEDTRONIX MEDICAL SUPPLIES & EQUIPMENT


MS. JOYMA N. NAVARRO
President


ZOILO P. LUNA
Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER


MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

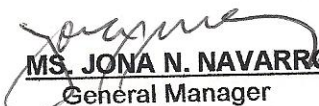
8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.


PHILIPPINE HEART CENTER
by:

MEDTRONIX MEDICAL SUPPLIES & EQUIPMENT
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

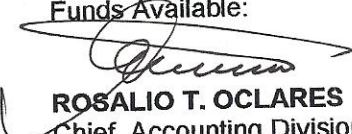

MS. JONA N. NAVARRO
General Manager

WITNESSES:


ZOLITO P. LUNA
Chief, Purchasing Division

Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this ___ day of MAR 28 2012 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Jona N. Navarro, with Res. Cert. No. _____ issued
on _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. JONA N. NAVARRO, in representation of
MEDTRONIX MEDICAL SUPPLIES, known to me be the same persons who executed
the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 14 :
Page No. 3 :
Book No. 14 :
Series of 2012.

Delia C. Vivar-Dimaandal
DELIA C. VIVAR-DIMAANDAL
NOTARY PUBLIC
JN¹⁴ DEC. 31, 2012
P¹⁵ No. 5082149 / 1-3-12/O.C.
IBP No. 830966 / 1-3-12/O.C.
ROLL No. 44225
MCLE COMPLIANCE No.
III-0016416 / 05-18-10/PASIG
65-D SCOUT REYES ST., O.C.
ADM. MATTER No. NP-111

MEDTRONIX MEDICAL SUPPLIES & EQUIPMENT
Jona N. Navarro
Witness
MS. JONA N. NAVARRO
President

Foilo P. Luna
Witness
FOILO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER
Manuel T. Chua Chiaco, Jr.
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

METRO DRUG , INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Manalac Avenue, Bicutan, Taguig, in this Agreement by its National Sales Manager, **MS. MA. LOURDES P. REYES** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

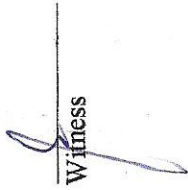
1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

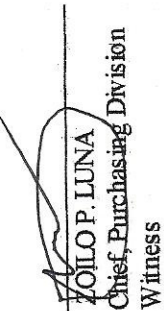
2. CONTRACT PRICE AND MANNER OF PAYMENT

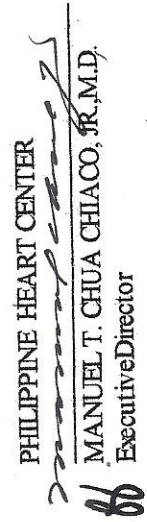
The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Witness


METRO DRUG INC

MS MA. LOURDES P. REYES
National Sales Manager


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year** to commence on **January 1, 2012** until **December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

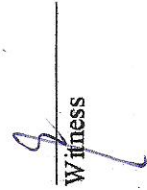
5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

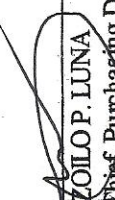
- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.


All deliveries in bottles shall be adequately sealed and labeled.


Witness

METRO DRUGS, INC.

MS MA. LOURDES P. REYES
National Sales Manager


ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

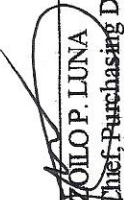
The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

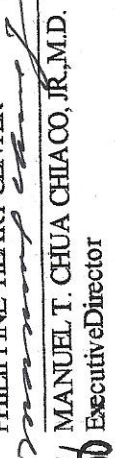
1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

METRO DRUG INC.

MS M.A. JOURDES P. REYES
National Sales Manager


LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

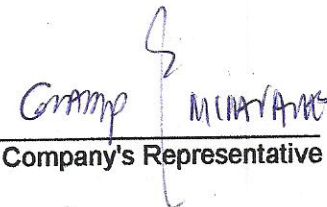
METRO DRUG, INC

by:

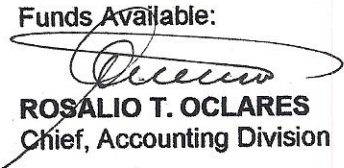

MS. MA. LOURDES P. REYES
National Sales Manager


ZOILO P. LUNA
Chief, Purchasing Division

WITNESSES:


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG CITY)

BEFORE ME, a Notary Public for and in the City of PASIG CITY, Philippines,
this _____ day of _____ 2012, personally appeared:

12 APR 2012

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Ma. Lourdes P. Reyes, with Res. Cert. No. 03/7/220 issued
Sn JAN 6, 2012 at BURTON CITY.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. MA. LOURDES P. REYES, in representation of
METRO DRUG, INC. known to me be the same persons who executed the foregoing
instrument and acknowledged to me that the same is their free and voluntary act and deed
and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 145 :
Page No. 29 :
Book No. XXIV :
Series of 2012.

ATTY. RICARDO A. CASTILLO
Notary Public
Until December 31, 2012
PTR No. 7443690/01-02-2012
Roll of Attorney's No. 41226
IBP No. 877090
Unit D. Auvir Bldg. Blumentritt St.
Kapasigan Pasig City
Tel. No. 628-2218

Witness

METRO DRUG, INC.

MS MA. LOURDES P. REYES
National Sales Manager

Witness

LOLO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February, 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

PANAMED PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 488 G. Araneta Avenue, Sienna, Quezon City, in this Agreement by its President, **MR. HOMER C. LIM**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.


2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

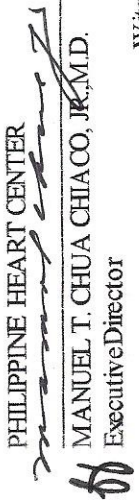

Witness

PANAMED PHILIPPINES, INC.

MR. HOMER C. LIM
President


LOLO P. LUNA
Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

[Signature]
Witness

PANAMED PHILIPPINES, INC.
[Signature]
MR. HOMER C. LIM
President

[Signature]
LOLO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

Witness

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

ROSAPIO T. OCLARES
Chief, Accounting Division


Witness

PANAMED PHILIPPINES, INC.

MR. HOMER C. LIM

President

JOLOP. LUNA

Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.

Executive Director

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 23 day of MAR 2012, 2012, personally appeared:

Dr. Manuel Chua T. Chiacco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Ms. Homer C. Lim, with Res. Cert. No. 03131833 issued on
January 09, 2012 at Quezon City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. HOMER C. LIM, in representation of
PANAMED PHILIPPINES, INC., known to me be the same persons who executed
the foregoing instrument and acknowledged to me that the same is their free and
voluntary act and deed and of the corporations they respectively represent.


This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.


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


Doc. No. 341 :
Page No. 69 :
Book No. 77 :
Series of 2012.

ATTY. TOMAS F. DULAY JR.
Notary Public
Until December 31, 2014
Roll No. 163330 / 03-13-61
IBP No. 823239 / cy 2012 - Q.C.
PTR No. 6031383 / 01-02-12 - Q.C.
TIN No. 41022591692
92 Legaspi St. Proj. 4, Q.C.
MCLE EXEMPTED


Witness

PANAMED PHILIPPINES, INC.

MR. HOMER C. LIM
President


ZOILO P. LUÑA
Chief, Purchasing Division

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director
Witness

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

PATIENT CARE CORPORATION a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at AMSHCO Bldg. Dolores San Fernando Pampanga, in this Agreement by its **President, MR. ALFRITO D. MAH**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Witness
JOSEPH B. BAYAN

PATIENT CARE CORPORATION
MR. ALFRITO D. MAH
President

Witness
LOLO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

[Signature]
Witness

PATIENT CARE CORPORATION

[Signature]
MR. ALFRITO D. MAH
President

[Signature]
LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

[Signature]
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT


The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

PATIENT CARE CORPORATION


MR. ALFRIDO MAH
President


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER


MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.


c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


ZOILO P. LUNA
Chief, Purchasing Division

Funds Available:



ROSALIO T. OCLARES
Chief, Accounting Division

PATIENT CARE CORPORATION

by:


MR. ALFRIDO D. MAH
President

WITNESSES:


JOSEPH P. BITUIN
Company's Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

BEFORE ME, a Notary Public for and in the City of **MANILA**, Philippines,
this ____ day of _____ 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

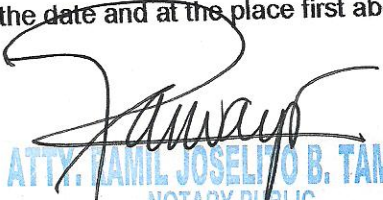
Mr. Alfrito D. Mah, with Res. Cert. No. _____ issued
on _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. ALFRITO D. MAH in representation of
PATIENT CARE CORPORATION., known to me be the same persons who executed the
foregoing instrument and acknowledged to me that the same is their free and voluntary
act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

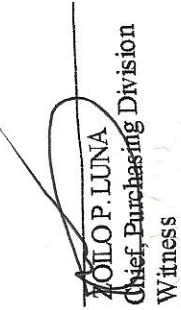
Doc. No. 124 :
Page No. 21 :
Book No. 31 :
Series of 2012.

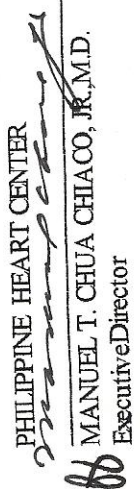

ATTY. FAMIL JOSEFINO B. TAMAYO
NOTARY PUBLIC
PTR No. 0316957 Issued 12-27-11 Until 12-31-2012
IBP No. 868931 Until 12-31-2013 Comm. No. 2012-016 MANILA
Office Add: Legaspi Towers 300 Roxas Blvd. Cor. Ocampo St. Malate Manila


Witness

PATIENT CARE CORPORATION

MR. ALFRITO D. MAH
President


LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

MAR 22 2012

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

PROGRESSIVE MEDICAL CORPORATION a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 488 Del Monte Avenue Sienna, Quezon City, in this Agreement by its **President, MR. HOMER C. LIM**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 2, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical** items to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

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Witness
MA. JASMIN C. PADERBANK
Witness

PROGRESSIVE MEDICAL CORPORATION
MR. HOMER C. LIM
President

LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

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All deliveries in bottles shall be adequately sealed and labeled.

Witness
MA. JASMIN C. PAPERBACK
Witness

PROGRESSIVE MEDICAL CORPORATION
MR. HOMER C. LIM
President

SOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

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6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
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3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

Witness
M.F. JACMIN
Witness

PROGRESSIVE MEDICAL CORPORATION
MR. HOMER C. LIM
President

ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


PROGRESSIVE MEDICAL CORPORATION

by:

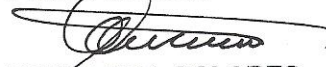

MR. HOMER C. LIM
President

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


MA. JASMIN C. PADRON
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this ___ day of MAR 26 2012, 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013
and


Mr. Homer C. Lim, with Res. Cert. No. 03131893 issued
on Jan. 09, 2012 at Quezon City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. HOMER C. LIM in representation of
PROGRESSIVE MEDICAL CORPORATION., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively represent.


This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

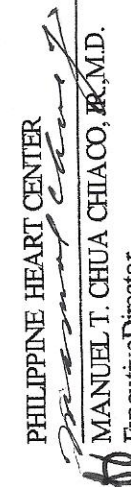
WITNESS MY HAND AND SEAL on the date and at the place first above-written.

Doc. No. 324 :
Page No. 06 :
Book No. 70 :
Series of 2012.


ATTY. TOMAS F. DULAY JR.
Notary Public
Until December 31, 2014
Roll No. 165830 / 03-13-61
IBP No. 823239 / cy 2012 - Q.C.
PTR No. 6031383 / 01-02-12 - Q.C.
TIN No. 41022591692
92 Legaspi St. Proj. 4, Q.C.
MCLE EXEMPTED

Supad
MA. TREMP C. PROSPERO
Witness
PROGRESSIVE MEDICAL CORPORATION
MR. HOMER C. LIM
President


GOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

Contract # 05 2-12

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

REBMANN INCORPORATED a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 162-B Scout Limbaga Extn., Sacred Heart Quezon City, in this Agreement by its **President, MS. REBECCA CH. TOLOME** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

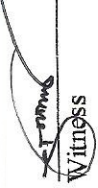
1. ITEMS TO BE PURCHASED & PURCHASE PRICE

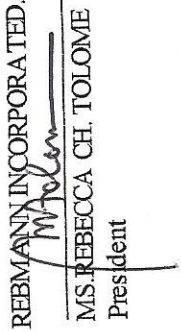
The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

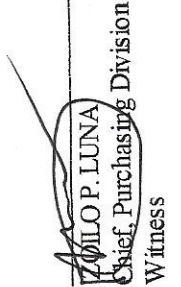
The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

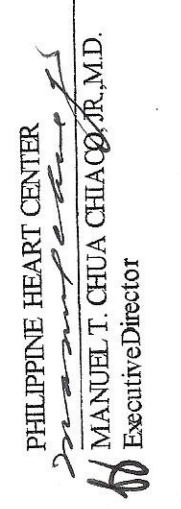
2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

REBMANN INCORPORATED.

MS. REBECCA CH. TOLOME
President


MILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year** to commence on **January 1, 2012** until **December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

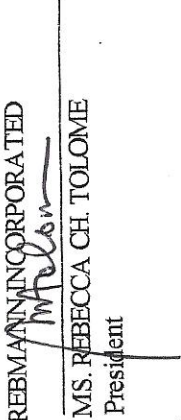
SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

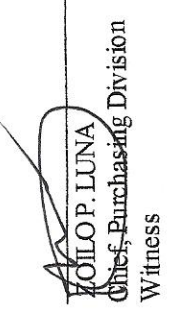
A. All deliveries shall be subject to the following conditions:

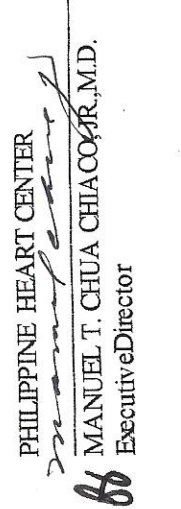
1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

REBMAN INCORPORATED

MS. REBECCA CH. TOLOME
President


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA COYR, M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

REBMAN INCORPORATED.

MS. REBECCA CH. TOLOME

President

ZOILO P. LUNA

Chief Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIAO, JR., M.D.

Executive Director

7. OTHER PROVISIONS

- a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

- b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.
- c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

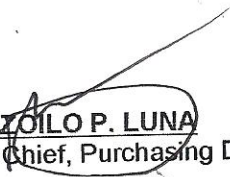
8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


ZOILO P. LUNA
Chief, Purchasing Division

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

REBMANN INCORPORATED

by:


MS. REBECCA CH. TOLOME
President

WITNESSES:


CAROLINE TOLOME
Company's Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)



Witness

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this ___ day of _____ 2012, personally appeared:

MAR 26 2012

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Rebecca CH. Tolome, with Res. Cert. No. _____ issued
Sn _____ at _____.


REBMAN INCORPORATED

MS. REBECCA CH. TOLOME
President

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. REBECCA CH. TOLOME, in representation of
REBMAN INCORPORATED, known to me be the same persons who executed the
foregoing instrument and acknowledged to me that the same is their free and voluntary
act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.


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

Doc. No. 109 :
Page No. 23 :
Book No. 1 :
Series of 2012.

REBMAN INCORPORATED

ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director


EDGAR R. PADDAYUMAN
Notary Public for Quezon City
Commission until Dec. 31, 2013
Rm. 804 D.M. Bldg. West Ave.
Corner Quinsiguanon, Quezon City
Adm. Matter No. NP-058 (2012-2013)
PTR NO. 6010798 1/3/2012

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

a n d

RG MEDITRON, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at LFG Bldg., # 82 Panay Avenue, Quezon City, in this Agreement by its **Managing Director, MR. LENNARD DARRYL F. GARCIA**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical items** to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.


The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.


2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Catherine P. Asuncion
Witness



MR. LENNARD DARRYL F. GARCIA
President
RG MEDITRON, INC.


JOILO P. LUNA
Chief, Purchasing Division
Witness


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director
PHILIPPINE HEART CENTER


Catherine P. Aduncion
Witness


RGMEDITRON, INC.
MR LERNARD DARRYL F. GARCIA
President


LOLO P. LUNA
Chief, Purchasing Division
Witness


PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

Manuel T. Chua
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division
Witness

Mr. Lennard Darryl F. Garcia
MR. LENNARD DARRYL F. GARCIA
President

Catherine P. Asuncion
Catherine P. Asuncion
Witness

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT


This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER
by:

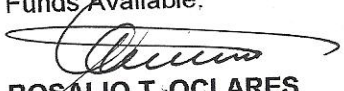
RG MEDITRON, INC.
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


MR. LENNARD DARRYL F. GARCIA
President


ZOLO P. LUNA
Chief, Purchasing Division

WITNESSES: 
Catherine P. Asuncion
Company's Representative

Funds Available:

ROSALIO T. OCLARES
Chief, Accounting Division

Catherine P. Asuncion
Catherine P. Asuncion
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this MAR 22 2012 day of MAR 22 2012 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Mr. Lennard Darryl F. Garcia, with Res. Cert. No. 03136654 issued
on January 4, 2012 at Quezon City.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. LENNARD DARRYL F. GARCIA, in
representation of RG MEDITRON, INC., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their
free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 370 :
Page No. 74 :
Book No. 11 :
Series of 2012.

Delia C. Vivar-Dimaandal
DELIA C. VIVAR-DIMAANDAL
NOTARY PUBLIC
UNTIL DEC. 31, 2012
PTR No. 6032149 / 1-3-12 / Q.C.
IBP No. 830966 / 1-3-12 / Q.C.
ROLL No. 44225
MCLE COMPLIANCE No.
III-0610416 / 05-18-10 / PASIB
65-D SCOUT REYES ST., Q.C.
ADM. MATTER No. NP-111

RG MEDITRON, INC.
Mr. Lennard Darryl F. Garcia
MR. LENNARD DARRYL F. GARCIA
President

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel Chua T. Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF LABORATORY ITEMS

This agreement made and executed in Quezon City, this 27th of February, 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

RITEGROUP MARKETING, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Unit 2202, 22nd Floor, Prestige Tower, Emerald Avenue, Ortigas Center, 1605 Pasig City, in this Agreement by its National Sales Manager, **MS. GINA T. FRANCO**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Laboratory items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Laboratory items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in **Annex B** of this contract which is made an integral part hereof.

The purchase of items on **Annex B** will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

Ronice Mirariga
Witness

MS. GINA T. FRANCO
National Sales Manager

LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

[Signature]
Witness

RITEGROUP MARKETING, INC.
[Signature]
MS. GINA T. FRANCO
National Sales Manager

[Signature]
Witness
LOLOP. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

Ranisa M. Marasigan
Witness

RITEGROUP MARKETING, INC.
Gina T. Franco
MS. GINA T. FRANCO
National Sales Manager

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel T. Chua Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

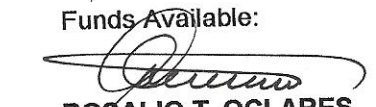
8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director


BIOLO P. LUNA
Chief, Purchasing Division

Funds Available:

ROSALIO T. OCLARES
Chief, Accounting Division

RITEGROUP MARKETING, INC.
by:


MS. GINA T. FRANCO
National Sales Manager

WITNESSES:


Dionica M. Mararigan
Company's Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this MAR 26 2012 day of MAR 26 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Ms. Gina T. Franco, with Res. Cert. No. 11121006 issued on
JAN. 5, 2012 at QC.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. GINA T. FRANCO, in representation of
RITEGROUP MARKETING, INC., known to me be the same persons who executed
the foregoing instrument and acknowledged to me that the same is their free and
voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 459 :
Page No. 92 :
Book No. III :
Series of 2012.

DULCISIMO G. NINANAY, JR.
ATTY'S ROLL NO. 27386
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 6031018, JAN. 2, 2012
IBP NO. 823336, JAN. 2, 2012
TIN NO. 25 - 852 - 859
COMMISSION NO. 012 <2011-2012>
MCLE COMPLIANCE NO. III-0919290
JANUARY 12, 2011

RITEGROUP MARKETING, INC.
Gina Franco
MS. GINA T. FRANCO
National Sales Manager

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel Chua T. Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Witness

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February, 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

RMG HOSPITAL SUPPLY, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 9523 Akle St., San Antonio Village, Makati City, in this Agreement by its President, **MR. GERARDO T. ROSARIO**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

PHILIPPINE HEART CENTER
 MANUEL T. CHUA CHIACO, JR., M.D.
 Executive Director

Witness

RMGHOSPITAL-SUPPLY, INC.
 MR. GERARDO T. ROSARIO
 President

Witness

LOLO P. LUNA
 Chief, Purchasing Division

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

Witness

Witness

Witness

RMGHOSPITAL SUPPLY, INC.
 MR. GERARDO A. ROSARIO
 President

JOILO P. LUNA
 Chief, Purchasing Division

PHILIPPINE HEART CENTER
 MANUEL T. CHUA CHIA CO, JR., M.D.
 Executive Director

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

RMIC HOSPITAL SUPPLY, INC.

MR. GERARDO A. ROSARIO
President

JOLO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR. M.D.
Executive Director

Witness

Witness

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

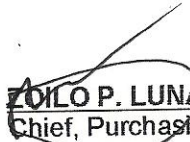
PHILIPPINE HEART CENTER
by:

RMG HOSPITAL SUPPLY, INC.
by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

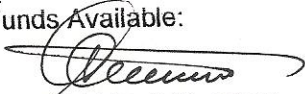

MR. GERARDO A. ROSARIO
President

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


CHARISMA Y. CATABAL
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 26 day of MAR 2012, 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Mr. Gerardo A. Rosario, with Res. Cert. No. 01468388 issued on
Jan. 10, 2012 at Manila.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. GERARDO A. ROSARIO, in representation of
RMG HOSPITAL SUPPLY, INC., known to me be the same persons who executed
the foregoing instrument and acknowledged to me that the same is their free and voluntary act
and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 809 :
Page No. 101 :
Book No. 01 :
Series of 2012.

Tom F. Dulay Jr.
ATTY. TOMAS F. DULAY, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31 2014
ROLI NO 16583/03 13 1961
IBP NO 823239/CY 2012/QC
PTR NO 6031383/01 02 12/QC
MCLE EXEMPTED

PHILIPPINE HEART CENTER
Manuel Chua T. Chiaco Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Witness

RMG HOSPITAL SUPPLY, INC.
Gerardo A. Rosario
MR. GERARDO A. ROSARIO
President

Lolito P. Luna
LOLITO P. LUNA
Chief, Purchasing Division

[Signature]
Witness

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 23rd of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

SURGICARE MEDICAL SYSTEM ENT., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at #1C Guatemala St., Loyola Grand Villas, Quezon City, in this Agreement by its President, **MR. NIXON L. TREYES**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

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Witness

SURGICARE MEDICAL SYSTEM, ENT.

MR. NIXON L. TREYES
President

LOLO P. LUNA
Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

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- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

[Signature]
Witness

SURGICARE MEDICAL SYSTEM, ENT.
[Signature]
MR. NIXON L. TREYES
President

[Signature]
LOLO P. LUNA
Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER
[Signature]
MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

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6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
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6. TERMINATION OF CONTRACT

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6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

SURGICARE MEDICAL SYSTEM, ENT.

Witness

MR. NIXON L. TREYES

President

JOLO P. LUNA
Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.

Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

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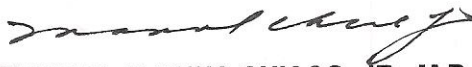
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8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER
by:



MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

SURGICARE MEDICAL SYSTEM ENT.
by:



MR. NIXON L. TREYES
President

ZOILO P. LUNA
Chief, Purchasing Division

WITNESSES:

MA. EUNDA V. LAYMAN
Company's Representative

Funds Available:



ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY

BEFORE ME, a Notary Public for and in the City of QUEZON CITY Philippines,
this ___ day of MAR 21 2012 2011, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.

and

Mr. Nixon L. Treyes, with Res. Cert. No. CC12011003168014 issued on
_____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. NIXON L. TREYES, in representation of
SURGICARE MEDICAL SYSTEM INC., known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their free
and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 704 :
Page No. 141 :
Book No. XIV :
Series of 2012.

ATTY. JAY T. BORRAMEO
Notary Public
Until Dec. 31, 2012
IBP No. 831098 / 01-04-12, Q.C.
PTR No. 6012003 / 01-04-12, Q.C.
Roll No. 49849 / TIN-156-545-237
Adm. Matter 4a. NP-034 (2011-2012)
MCLE Compliance III No. 19879
Add.: Quezon City Police Clearance Section
QCPD, Quezon City

PHILIPPINE HEART CENTER

Manuel Chiaco
MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

Witness

l
Witness

SURGICARE MEDICAL SYSTEM, ENT.

Nixon L. Treyes
MR. NIXON L. TREYES
President

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division

CONTRACT FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012,
by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

UNITED LABORATORIES, INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 66 United St., Mandaluyong City in this Agreement by its **AVP-UNILAB DISTRIBUTION, MR. GERARDO T. RAMOS** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical** items to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

WITNESSES
MANUEL T. CHUA CHIACO, JR.

UNITED LABORATORIES, INC.
MR. GERARDO T. RAMOS
AVP-UNILAB DISTRIBUTION

JOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

UNITED LABORATORIES, INC.

Gerardo T. Ramos
MR. GERARDO T. RAMOS
AVP-UNILAB DISTRIBUTION

Zoilo P. Luna
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel T. Chua Chiacco, Jr.
MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Dale P. Baes
DALE P. BAES

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

UNITED LABORATORIES, INC.

Gerardo T. Ramos
MR. GERARDO T. RAMOS
VP-UNILAB DISTRIBUTION

Zoilo P. Luna
ZOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

Manuel T. Chua Chiao, Jr.
MANUEL T. CHUA CHIAO, JR. M.D.
Executive Director

Dale Tawl Ioco Baes
WITNESS
DALE TAWL IOCO BAES

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

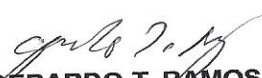
PHILIPPINE HEART CENTER

by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

UNITED LABORATORIES, INC.

by:


MR. GERARDO T. RAMOS
AVP-UNILAB DISTRIBUTION

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines,
this 17 day of APR, 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013,
and

Mr. Gerardo T. Ramos, with Res. Cert. No. _____ issued
on _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MR. GERARDO T. RAMOS in representation of
UNITED LABORATORIES, INC., known to me be the same persons who executed the
foregoing instrument and acknowledged to me that the same is their free and voluntary
act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 462 :
Page No. 574 :
Book No. 28 :
Series of 2012.

[Signature]
ATTY. RONALD GERUNDO C. CHING
NOTARY PUBLIC
UNTIL DEC. 31, 2012 ROLL NO. 54899
IBP NO. 864212/12-28-2011 MLA.
PTR NO. 0314224/12-19-2011 MLA.
MCLE COMPLIANCE NO. 111-DD 16300

Witness
DATE TANL I OCO BAES

[Signature]
MR. GERARDO T. RAMOS
A VP-UNILAB DISTRIBUTION

ZOLE P. LUNA
Chief, Purchasing Division
Witness

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director
[Signature]

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

ZAFIRE DISTRIBUTORS (METRO MANILA) INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at # 49 Examiner St., West Triangle Quezon City, in this Agreement by its **President, MS. MARY MAGDALENE C. DEL ROSARIO**, duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the SUPPLIER is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the SUPPLIER and other suppliers/bidders submitted their bids for the supply of **Medical** items to PHC;

WHEREAS, considering that the SUPPLIER's offer is the lowest, most beneficial and advantageous to PHC, the latter awarded the contract in favor of the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

The items to be purchased by PHC and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by PHC.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by PHC evidenced by the Certificate of Acceptance shall be paid and remitted to the SUPPLIER within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.

ZAFIRE DISTRIBUTORS (METRO MANILA), INC.

MS. MARY MAGDALENE C. DEL ROSARIO
President

JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

Witness

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012.** No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.

5. DELIVERIES AND PENALTIES

SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.

A. All deliveries shall be subject to the following conditions:

- 1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.

ZAFIRE DISTRIBUTORS (METRO MANILA), INC.

MS. MARY MAGDALENE C. DEL ROSARIO
President

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.
Executive Director

Chief, Purchasing Division

Witness

LOLO P. LUNA

All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.

2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.

6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.

ZAFIRE DISTRIBUTORS (METRO MANILA), INC.

Witness

MS. MARY MAGE ALAENE C. DEL ROSARIO

President

MOILO P. LUNA

Chief, Purchasing Division

Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, JR., M.D.

Executive Director

7. OTHER PROVISIONS

- a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

- b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

- c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

by:

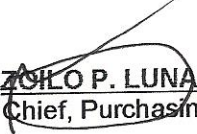

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

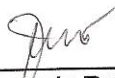
ZAFIRE DISTRIBUTORS (METRO MANILA, INC.)

by:

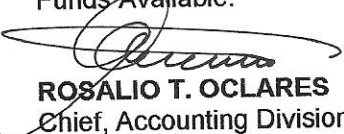

MS. MARY MAGDALENE C. DEL ROSARIO
President

WITNESSES:


ZOILO P. LUNA
Chief, Purchasing Division


Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines,
this MAR 26 2012 day of MAR 26 2012 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and


Ms. Mary Magdalene C. Del Rosario, with Res. Cert. No. 10330611 issued
on JAN 6, 2012 at Angels City, Pangasinan.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. MARY MAGDALENE C. DEL ROSARIO, in
representation of ZAFIRE DISTRIBUTORS (METRO MANILA, INC., known to me be
the same persons who executed the foregoing instrument and acknowledged to me that
the same is their free and voluntary act and deed and of the corporations they
respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.


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

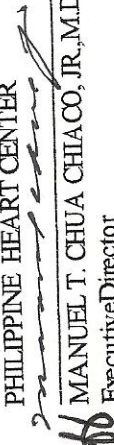
Doc. No. 33 :
Page No. 7 :
Book No. 11 :
Series of 2012.


ATTY. DELVIN R. ASCAOIL, JR.
NOTARY PUBLIC
UNTIL DEC. 31, 2012
PTR NO 0285334 MLA JAN. 2 2012
IBP NO. 797289 MLA
ROLL NO. 24655 TIN 1445106
MCLE III 0013521

ZAFIRE DISTRIBUTORS (METRO MANILA), INC.

Witness
MS. MARY MAGDALENE C. DEL ROSARIO
President


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

CONTRACT

FOR THE SUPPLY OF MEDICAL ITEMS

This agreement made and executed in Quezon City, this 24th of February 2012, by and between :

The **PHILIPPINE HEART CENTER**, a government-owned and controlled medical center organized and existing by virtue of P.D. No. 673 and should thereafter referred to as **PHC**, with office address at East Avenue, Quezon City, represented by **MANUEL T. CHUA CHIACO, JR., M.D.**, in his capacity as the **Executive Director**.

and

ZUellig PHARMACEUTICALS, PHILIPPINES, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Km. 14 West Service Road, South Superhighway corner Edison Ave., Brgy Sun Valley Parangue City, in this Agreement by its National Sales Manager - PD 5/10, **MS. MICHELLE M. GRAGASIN** duly authorized by a Board Resolution No. _____ dated _____ (a copy of which is attached hereto as Annex A), hereinafter referred to as **SUPPLIER**.

WITNESSETH: That;

WHEREAS, the **SUPPLIER** is engaged in the business of sale of **Medical items**;

WHEREAS, in response to the advertisement at **Philippine Star** last **October 23, 2011**, the **SUPPLIER** and other suppliers/bidders submitted their bids for the supply of **Medical items** to **PHC**;

WHEREAS, considering that the **SUPPLIER's** offer is the lowest, most beneficial and advantageous to **PHC**, the latter awarded the contract in favor of the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. ITEMS TO BE PURCHASED & PURCHASE PRICE

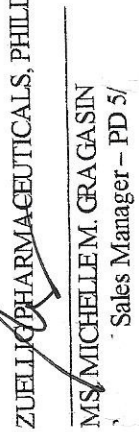
The items to be purchased by **PHC** and their respective costs per unit are specified and listed in Annex B of this contract which is made an integral part hereof.

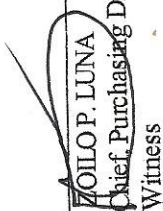
The purchase of items on Annex B will be based on actual demand and consumption of said products, to be determined solely by **PHC**.

2. CONTRACT PRICE AND MANNER OF PAYMENT

The consideration and payment for the items delivered and duly accepted by **PHC** evidenced by the Certificate of Acceptance shall be paid and remitted to the **SUPPLIER** within thirty (30) days from delivery and issuance of a Certificate of Acceptance of subject items.


Witness

ZUellig PHARMACEUTICALS, PHILIPPINES.

MS. MICHELLE M. GRAGASIN
Sales Manager - PD 5/


Witness
ZOILO P. LUNA
Chief, Purchasing Division

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director

3. CONTRACT PERIOD

The contract shall be for a period of **One (1) Year to commence on January 1, 2012 until December 31, 2012**. No price adjustment will be effected until the same is mutually agreed upon by the parties.

4. PERFORMANCE SECURITY

To guarantee the faithful performance by the supplier of its obligations under the contract, it shall post a Performance Security in the form of cash, certified check, cashier's manager's check, bank draft/guarantee confirmed by a reputable local bank (in case the foreign winning bidder, bonded by a foreign bank), irrevocable letter of credit issued by a reputable commercial bank, surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, or a combination thereof, as maybe required by the head of the PHC concerned, in accordance with the following schedule:

Form of Security	Minimum Amt. In % of Total Contract Price
1. Cash, certified check, cashier's check bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank guarantee	Ten Percent (10%)
3. Surety bond	Thirty Percent (30%)

The Performance Security shall be posted in favor of the agency concerned, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

In the execution of the Performance Security, the following conditions shall be complied with:

- a) It shall be executed in the form prescribed by the agency concerned in the "Instructions to Bidders in Accomplishing Bid Documents";
- b) It shall at least be co-terminus with the final completion of the contract; and Subject to the conditions of the contract, the Performance Security may be released by the agency concerned 30 days after termination of contract period.


5. DELIVERIES AND PENALTIES


SUPPLIER should deliver only products registered under its name, except those it is authorized to sell under a duly executed distributorship agreement or license.


A. All deliveries shall be subject to the following conditions:

1. Items to be delivered shall be fresh commercial stock and appropriately labeled. Expiry date should not be less than one (1) year from the date of delivery.

All deliveries in bottles shall be adequately sealed and labeled.


Witness

ZUELLIG PHARMA CEUTICALS, PHILIPPINES.

MS. MICHELE M. GRAGASIN
1 Sales Manager - PD 5


JOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIA CO, M.D.
Executive Director


All deliveries of drug suppliers/medicines shall be accompanied by a valid Certificate of Registration from Bureau of Food and Drug (BFAD) and stability test data. Drugs or devices delivered shall conform with specifications stated in the certificate of registration.


2. All late deliveries/non-delivery in whole or in part shall be subjected to the penalties prescribed under the accounting and auditing rules and regulations. Non-delivery of items will also result in the disqualification of the SUPPLIER to participate in any future bidding in the PHC, and forfeiture of Performance Security.
3. Delivery shall be within ten (10) calendar days from receipt of approved Purchase Orders.
4. SUPPLIER shall assure PHC of a continuous supply of all items awarded. In the event the SUPPLIER fail to deliver the items awarded, PHC have the option to procure its requirements from other sources and price difference based on contract price will be chargeable against to SUPPLIER.
5. SUPPLIER warrants the high quality of the products to be delivered free from all defects and that the product/s to be delivered and that these shall have a shelf life acceptable to PHC and those which has expired will be replaced accordingly.
6. Tampering of vital information i.e., expiry date of products will cause automatic cancellation of the contract and blacklisting of the SUPPLIER without prejudice to other sanctions that may be imposed on the SUPPLIER under existing laws.
7. Delivery of defective goods shall cause cancellation of subsequent orders and return of remaining unused goods and a refund of the price paid thereof.


6. TERMINATION OF CONTRACT

The PHC, through the Director, reserves the right to terminate the Contract without need of judicial action on the following grounds:

1. Any serious attempt or unlawful act to defraud the PHC.
2. Any undue influence, intimidation, attempt to corrupt and other unwarranted acts exerted upon a PHC employee.
3. LATE DELIVERIES – late deliveries by the SUPPLIER for a maximum of six (6) times within the contract period.
4. Non-delivery for some reasons beneficial only to SUPPLIER.
5. REJECTION – rejection by PHC of supplies repeatedly, for a maximum of three (3) times within the contract period due to non-compliance to specification standards.
6. Any other breach attributable to the SUPPLIER under the terms and condition of the Contract.


Witness

ZUELLI PHARMACEUTICALS, PHILIPPINES.

MS. MICHELLE M. CRA GASIN
Sales Manager – PD 5


LOLO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER

MANUEL T. CHUA CHIAO, JR., M.D.
Executive Director

7. OTHER PROVISIONS

a.) Should PHC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to PHC for attorney's fees in an amount equivalent to twenty percent (20%) of the total claims, exclusive of interests, damages, and expenses of litigation.

The parties agree that in case of litigation, the venue of action for any cause or causes of action that may arise from this Contract shall be exclusively laid in the proper courts of Quezon City, Metro Manila.

b.) The SUPPLIER hereby warrants that it has not given nor promised to give money, gift or any material favor/consideration to any official or employee of PHC to secure this Contract and that any violation of this warranty shall be sufficient ground for PHC to revoke or cancel the same, without the necessity of judicial action by giving written notice to that effect to the SUPPLIER.

c.) It is clearly understood that any payment or failure of PHC to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of PHC shall not be construed or considered as a waiver on the part of PHC for enforcement of this contract, nor shall it relieve the SUPPLIER of any of its obligations provided hereunder.

8. EFFECTIVITY OF THE CONTRACT

This contract shall be effective for a period of One (1) Year, effective from the signing hereof by the parties and posting of the required Performance Bond by the SUPPLIER.

PHILIPPINE HEART CENTER

ZUELLIG PHARMACEUTICALS PHILS.

by:


by:


MANUEL T. CHUA CHIACO, JR., M.D.
Executive Director



MS. MICHELLE M. GRAGASIN
Sales Manager - PD 5/1

WITNESSES:


EOLO P. LUNA
Chief, Purchasing Division


DEVIA V. ACUZAR
Company's Representative

Funds Available:


ROSALIO T. OCLARES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines,
this 25 APR 2012 day of 2012, personally appeared:

Dr. Manuel Chua T. Chiaco, JR. M.D., with PRC License No. 06141946
which will expire on June 14, 2013.
and

Ms. Michelle M. Gragasin, with Res. Cert. No. _____ issued
Sn _____ at _____.

DR. MANUEL CHUA T. CHIACO, JR. M.D., in representation of
PHILIPPINE HEART CENTER, and MS. MICHELLE M. GRAGASIN in representation of
ZUELLIG PHARMACEUTICALS, PHILIPPINES. known to me be the same persons who
executed the foregoing instrument and acknowledged to me that the same is their
free and voluntary act and deed and of the corporations they respectively represent.

This instrument consisting of (5) pages including this page in which this
acknowledgment is written and issued by the parties and signed by their instrumental
witnesses on each and every page.

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

Doc. No. 807 :
Page No. 47 :
Book No. 111 :
Series of 2012.

Tom F. Dulay, Jr.
ATTY. TOMAS F. DULAY, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31 2014
ROLL NO 16583/03 13 1961
IBP NO 823239 /CY 2012 /QC
PTR NO 6031383 /01 02 12 /QC
MCLE EXEMPTED

ZUELLIG PHARMACEUTICALS, PHILIPPINES.

Michelle M. Gragasin
MS. MICHELLE M. GRAGASIN
Sales Manager - PD 5/

Loilo P. Luna
LOILO P. LUNA
Chief, Purchasing Division
Witness

PHILIPPINE HEART CENTER
Manuel T. Chiaco, Jr.
MANUEL T. CHUA CHIACO, JR. M.D.
Executive Director

[Signature]
Witness