



Republic of the Philippines
DEPARTMENT OF HEALTH
OFFICE OF THE SECRETARY
PURCHASE ORDER

Procurement of Abacavir, 300mg - Rebid

IB No. 2018-149-A

Supplier: **RBC-MDC Corporation (RBCJ Pharmacy)**
Address: RBC Corporate Center, Don Jesus Blvd., Alabang Hills, Cupang, Muntinlupa City
Telephone No. Tel No. (02) 772-1465 / Fax No. (02) 772-1465
TIN 206-416-136-000

PO No.: **GOP-2018-09-200**
Date: **OCT 02 2017**
Mode of Procurement: **Competitive Bidding**

Sir/Madam:

Please furnish this office of the following articles subject to the terms and conditions contained herein:

Place of Delivery:	Delivery Term:
DOH-CO Warehouse(s) or Service Provider(s) in Metro Manila	Mode of Payment:

Sixty (60) calendar days upon receipt of approved Notice to Proceed (NTP)

Item No.	Unit	Description	Quantity	Unit Cost	Amount
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1	bottle of 60's	Abacavir, 300mg	1,998	839.97	1,678,260.06
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Name of Manufacturer: Hetero Labs Limited
Country of Origin: India

Technical Specifications:

- Abacavir, 300mg

Upon delivery the following shall be complied with:

- **Shelf Life:** Products must have minimum shelf life of eighteen (18) months remaining at the time of delivery.

Packaging Instructions:

- **Primary Packaging:** 60 tablets per bottle
- **Secondary Packaging:** Standard packaging of the manufacturer including package insert or encryption/imprint inside the box as approved by Philippine Food and Drug Administration (PFDA).

- **Labeling Instructions:** Standard labeling instruction as approved by PFDA pursuant to Administrative Order No. 2016-0008.

In addition to the labeling requirement of FDA:

- On each **bottle and box**, the following should be legibly imprinted or stickered with non-removable or permanent sticker/label that is binding and with residue and tearing, if removed:

Philippine Government Property-DOH

Not for Sale

- On each **corrugated carton**, the following should be legibly imprinted or stickered with non-removable or permanent sticker/label that is binding and with residue and tearing, if removed:

Philippine Government Property-DOH

Not for Sale

Manufacturing Date: _____
Expiration Date: _____
Batch / Lot No. _____

Product Recall/Replacement

The supplier must ensure the quality of drugs and if there will be problems in the quality, the supplier will recall and replace the drugs distributed in the regions and health centers based on the Guidelines on Product Recall, FDA Circular No. 2016-012.

Other requirements for payment:

1. Within a period of thirty (30) days from receipt of delivery, a one hundred percent (100%) payment arrangement shall be made to the company upon receipt of satisfactory results of analysis from PFDA.
2. If, however, by thirty (30) days from receipt of delivery, PFDA cannot release the result of laboratory analysis, the company shall be paid fifty (50%) of the due amount. The remaining fifty percent (50%) balance is to be paid after obtaining a satisfactory PFDA report of analysis.
3. The supplier shall be charged of the laboratory testing fee for the test analysis of the delivered drugs and medicines. The payment shall be made directly by the supplier to the PFDA Cashier's Office. Otherwise, the Laboratory Test result will not be released to the Logistics Management Division (LMD) of the Department of Health.

The inspection and tests that will be conducted are:

1. Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.
2. The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
3. Pending PFDA analysis, said products should not be distributed to end-users nor shall it be used until such time it is cleared by PFDA laboratory testing.
4. If PFDA inspection or results of laboratory analysis show major violations, the entire product line of the drug is temporarily suspended from accreditation, regardless of the batch or lot in question.

5. All health commodities with failed FDA test analysis shall immediately be pulled out by the suppliers from the DOH warehouse or from the warehouse of the DOH service provider within five (5) working days upon receipt of FDA test result from Logistic Management Division Supply Chain and Procurement Cluster (LMD-SCPMC)

Failure to comply within the prescribed time shall compel this Office to have the subject commodities pulled out by the third party logistics service provider of the DOH with the hauling and freight fees chargeable against the concerned suppliers. In the observance of the above-mentioned timeline, please coordinate with the LMD-SCPMC of the DOH.

Purpose: For 2018 Procurement of HIV/AIDS Program

Note: Subject to the conditions stated in the Bidding Documents

One Million Six Hundred Seventy Eight Thousand Two Hundred Sixty Philippine Pesos and Six Centavos	1,678,260.06
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Date:

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206-416-136-000

Mode of Procurement:

OCT 0 2018
Competitive Bidding

TIN

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Please furnish this office of the following articles subject to the terms and conditions contained herein:

Delivery Term:

Place of Delivery: DOH-CO Warehouse(s) or Service Provider(s) in Metro Manila

Mode of Payment:

Upon Delivery and Acceptance

Date of Delivery:

Sixty (60) calendar days upon receipt of approved Notice to Proceed (NTP)

Liquidated Damages (Section 68 of the Revised IRR of RA9184): All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

Warranty (Section 62 of the Revised IRR of RA 9184): In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contractor awarded for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies. The obligation for warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period, or, in the case of Expendable Supplies, after consumption thereof. Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

By Authority of the Secretary of Health:

Conforme:

JENEL 0- TABUA
Signature of Supplier
11/07/18
Date

RUBY C. CONSTANTINO, MD, MPH, CESO IV
OIC-Director IV
Disease Prevention and Control Bureau

Fund Cluster:

Funds Available: CAF No 1204 dtd 09.24.18

ORS/BURS No.: D2-VIII-2018-10-09183
Date of the ORS/BURS: 10-9-18
Amount: 1,678,260.06

Margus 18078
FILIPINA V. VELASQUEZ, CPA, MIA
Accountant III

Building: 3rd Floor, Lauro Compound, Rizal Avenue, Sta. Cruz, 1003 Manila • Trunk Line 651-7800 local 1108, 1111, 1112, 1113
Fax: 711-9502; 711-9503 Fax: 743-1829 • URL: <http://www.doh.gov.ph> e-mail: fdv@doh.gov.ph

PS / COBAC

APPROVED PO / CONTRACT

Received by:

Date: OCT 31 2018

PS / COBAC

RELEASED: PO / CONTRACT

by:

Date: NOV 07 2018