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

PROCUREMENT OF EFAVIRENZ

RO NO. 2019-005

Supplier:	**RBC-MDC CORPORATION (RBCJ PHARMACY)**	PO No. :	**GOP-2019-10-144**
Address:	**RBC CORP. CTR., DON JESUS BLVD., ALABANG HILLS, CUPANG, MUNTINLUPA CITY**	Date:	NOV 14 2019
Telephone No.	**Tel No. 772-14-65**	Mode of Procurement:	Negotiated Procurement (Repeat Order)
TIN	**206-416-136-000**		

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

Place of Delivery:	**DOH - Warehouse(s)**	Delivery Term:	
Date of Delivery:	**Delivery should be completed on or before 15 April 2020 upon receipt of approved Notice to Proceed**	Mode of Payment:	Upon delivery and acceptance

Item No.	Unit	Description	Quantity	Unit Cost (PhP)	Amount
1	Bottle	**EFAVIRENZ** **Name of Manufacturer:** Aurobindo Pharma Limited **Country of Origin:** India **Brand:** NONE **Technical Specifications:** **1. Route of Administration:** Oral **2. Form & Strength:** a) Tablet b) 600mg **Additional Requirements:** 1) Valid PFDA Certificate of Product Registration (CPR) or Valid Extension; 2) Valid and current License to Operate (LTO) for drug distributors and traders issued by Philippine Food and Drug Administration (PFDA). ***Provided, that the application for renewal was made timely as per PFDA Circular No. 2011-004;*** **In case of expired LTO, the following copies may be submitted:** (i) expired LTO (ii) application for renewal; and (iii) Official Receipt as proof of payment of renewal of LTO. 3) Certificate of Compliance to the Electronic Drug Price Monitoring System (EDPMS) issued by the Pharmaceutical Division (PD) of the DOH pursuant to DOH Administrative Order No. 2018-0020. In case of expired Certificate of Compliance to the EDPMS which expires on a quarterly basis, the following copies may be submitted: (i) Confirmation through e-mail using the official e-mail address of PD; and (ii) Copy of print screen stating that the drug company is already complaint in the EDPMS pending the issuance of the Certificate 4) Sworn Statement using the prescribed form. **Upon delivery, the following shall be complied with:** **1. Shelf-life:** Must be fresh commercial stock with a total shelf life of twenty four (24) months from the date of manufacture but not less than eighteen (18) months from the date of delivery. **2. Packaging Instructions:** • Primary Packaging: Thirty (30) tablets per bottle. • Secondary Packaging: Standard packaging of the manufacturer as approved by PFDA. **3. Labeling Instructions:** • Standard labeling instruction as approved by PFDA pursuant to Administrative Order No. 2016-0008. • In addition to the labeling requirement of PFDA: a) On each **bottle and box**, the following should be imprinted or stickered with non-removable or permanent sticker / label that is binding and with residue and tearing, if removed: Philippine Government Property – Department of Health NOT FOR SALE b) On **each small and big box or corrugated carton**, the following should be imprinted or stickered with non-removable or permanent sticker / label that is binding and with residue and tearing, if removed: Philippine Government Property – Department of Health NOT FOR SALE Date of Manufacture: _____ Date of Expiry: _____ Batch / Lot No. _____ 4) **Product Recall & Disposal:** a) The supplier must ensure the quality of products and if there will be problems in the quality, the supplier will recall and replace the products distributed in the regions hospitals / treatment and rehabilitation centers / RHU/ HC/ BHSs based on the guidelines on Product Recall, FDA Circular No. 2016-012 b) In case of product recalls, damage or expired medicines due to replacement, the costs associated with the proer handling or pull out from health facilities where the medicines have already been distributed shall be borne by the supplier. **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 FDA. 2. If, however, by thirty (30) days from receipt of delivery, FDA 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 FDA 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 FDA Cashier's Office. Otherwise, the Laboratory Test result will not be released to the Logistic 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. Minimum number of sample units required for each test analysis of delivered medicines shall be based on the PFDA Circular 2014-014 and succeeding approved amendment. 4. 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. 5. 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. 6. 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 LMD. Failure to comply within the prescribed time shall compel LMD 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 supplies. In the observance of the above-mentioned timeline, please coordinate with the LMD of the DOH. **Purpose: For NASPCP 2019 Repeat Order** **Note: Subject to the conditions stated in the Request for Quotation**	**11,840**	**253.00**	**2,995,520.00**
Two Million Nine Hundred Ninety-Five Thousand Five Hundred Twenty Philippine Pesos					**2,995,520.00**

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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 contract awardee 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.

Conforme:

JENELL O. TATBLA
Signature Over Printed Name of Supplier
(Authorized Representative)

11/14/19
Date

By Authority of the Secretary of Health:

NAPOLEON L. AREVALO, MD, MPH, CESO IV
Director IV
Disease Prevention and Control Bureau

Fund Cluster: _____

Funds Available: _____

Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit 12/20/19
LORICA C. RABAGO, CPA, MM
Chief Accountant
CAF # 1486

ORS/BURS No.: 01-10 1101-2019-11- 11966
Date of the ORS/BURS: 11-22
Amount: 2,945,530 4

Building 1, San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila 1003 * Trunk Line: 651-7800 loc. 1108, 1111, 1112, 1113 Direct Line: 711-05-02 or 711-0503, Fax: 743-1829 * URL: http://www.doh.gov.ph: e-mail: ftduque@doh.gov.ph

PS / COBAC
APPROVED PO / CONTRACT
Received by: _____
Date: DEC 23 2019

PS / COBAC
RELEASED: PO / CONTRACT
by: _____
Date: DEC 27 2019