Republic of the Philippines
DEPARTMENT OF HEALTH
OFFICE OF THE SECRETARY

PURCHASE ORDER

Procurement of Azithromycin and Penicillin G Benzathine (MR) - Item No. 2

IB No. 2019-223

Supplier:	**PHIL PHARMAWEALTH, INC.**	PO No. :	GOP-2019-07-096
Address:	Suite 3000 East Tower, PSE Center, Exchange Road, Ortigas Center, Pasig city	Date:	AUG 16 2019
Telephone No.	02-633-9512 to 13, 02-683-0053 to 57	Mode of Procurement:	Competitive Bidding
TIN	002-304-673-000		

Sir/Madam:

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

Place of Delivery:	Department of Health Warehouse(s)	Delivery Term:	
Date of Delivery:	Delivery and acceptance of Goods should be completed by 15 **November 2019** upon receipt of approved Notice to Proceed (NTP)	Mode of Payment:	**Upon Delivery and Acceptance**

Item No.	Unit	Description	Quantity	Unit Cost	Amount
2	Vial	**Penicillin G Benzathine (MR)** **Name of Manufacturer:** Karnataka Antibiotics & Pharmaceuticals Ltd. **Country of Origin:** India **Brand:** Generic	20,000	51.880	**1,037,600.00**

Technical Specifications:

1. Route of Administration: Intramuscular
2. Form and Strength:
   a. Injectible
   b. 1,200,000 units

Additional Requirements to be attached with this form:

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 Drugs Administration (PFDA).

In case of expired LTO, the following copies may be submitted*provided, that the application for renewal was made timely as per PFDA Circular No. 201-004:*

(i) expired LTO;
(ii) application for renewal; and
(iii) Official Receipt as proof of payment of renewal of LTO.

3) Product Insert/Product Information or download from the internet;
4) The bidder shall submit any of the following whichever is applicable;
   a) If the bidder is a manufacturer, certificate that the bidder manufactures the products/items; or
   b) If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items, Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products items; or
   c) If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:
      i. Certificate or Distributorship/Dealership Agreement by the Manufacturer with the distributor or dealer; and
      ii. Certificate or Contract/Dealership Agreement between the distributor/dealer and the
5) 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. *(Please refer to "Annex B");*

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 compliant in the EDPMS pending the issuance of the Certificate.

6) Sworn Statement using the prescribed form in **Section VIII. Bidding 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:**
   > 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 FDA:
   (a) On each **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

(b) On each **small box and bigger 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 A3tearing, if removed:

Philippine Government Property - Department of Health
NOT FOR SALE
Date of Manufacture: _____
Date of Expiry: _____
Batch/Lot No.: _____

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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 proper 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 Food and Drug Administration (FDA).
2. If, however, by thirty (30) days from receipt of delivery, FDA cannot release the results 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 satisfacotry FDA report of analysis.
3. The suppliuer 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 Cahier's Office. Otherwise, the Laboratory Test result will not be released to Logistics Management Division (LMD) of the Department of Health.

PS / COBAC
APPROVED PO / CONTRACT
Received by:
Date: SEP 10 2019

The inspection and tests that will be conducted are:

1. Upon delivery, the Units shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Units.
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 FDA analysis, said products should not be distributed to end-users nor shall it be used until such time it is cleared by FDA laboratory testing.
5. If FDA inspection or result of laboratory analysis show major violations, the entire product line of the drug is temporarily suspend 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 results from Logistic Management Division (LMD).

PS / COBAC
RELEASED: PO / CONTRACT
by:
Date: SEP 13 2019

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 supplier. In observance of the above-mentioned timeline, the Supplier shall coordinate with the LMD.

Purpose: For 2019 NASPCP Procurement

Note: Subject to the conditions stated in the Bidding Documents

One Million Thirty-Seven Thousand Six Hundred Philippine Pesos	**1,037,600.00**

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:

VP FOR GOVERNMENT ACCOUNTS
Signature Over Printed Name of Supplier
8/16/19
Date

By Authority of the Secretary of Health:

NAPOLEON L. AREVALO, MD, MPH, CESO IV
OIC Director IV
Disease Prevention and Control Bureau (DPCB-OID)

Fund Cluster:
Funds Available: CAF No. 1057
090919
Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit
FILIPINA V. VELASQUEZ, CPA, MM
Accountant III

ORS/BURS No.: 01-10101-2019-08-06881
Date of the ORS/BURS: 8-16-19
Amount: 1,037,600