



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

Procurement of Co-Amoxiclav - Item No. 2

IB No. 2017-274

Supplier: Westfield Pharmaceuticals, Inc.		PO No. :	GOP-2017-09-0274		
Address: 831-A Eugenio Lopez st., corner Edsa, Brgy. South Triangle, Quezon City		Date:	10/18/2017		
Telephone No. Tel no: 441-4825		Mode of Procurement:	Competitive Bidding		
TIN 003-939-361-000					
Sir/Madam:					
Please furnish this office of the following articles subject to the terms and conditions contained herein:					
Place of Delivery: To DOH Warehouse(s) or Service Provider(s) in Metro Manila		Delivery Term:			
Date of Delivery: Sixty (60) calendar days upon receipts of Notice to Proceed (NTP)		Mode of Payment:		Letter of Credit	
Item No.	Unit	Description	Quantity	Unit Cost	Amount
2	bottle	Co-Amoxiclav Suspension Name of Manufacturer: Lloyd Laboratories, Inc. Country of Origin: Philippines Brand: Megaclav Technical Specification: ➤ (amoxicillin + potassium clavulanate 250mg amoxicillin (as trihydrate) + 62.5mg potassium clavulanate per 5ml granules/powder for suspension, 60ml bottle) Upon delivery the following shall be complied with: • Shelf Life: Drugs must have a shelf life of at least <i>eighteen (18) months</i> from the date of manufacture but not less than <i>sixteen (16) months</i> from the date of delivery. • Packaging Instructions: ✓ Primary Packaging: Bottle ✓ Secondary Packaging: Standard packaging of the manufacturer including product insert or encryption/imprint insert the box as approved by PFDA • Labelling 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: _____ • 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 (for Drugs Medicines): 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 Philippine Food and Drug Administration (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 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. 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. Purpose: For the use of HEMB Note: Subject to the conditions stated in the Bidding Documents	50,000	109.28	5,464,000.00
Five Million Four Hundred Sixty Four Thousand Philippine Pesos					5,464,000.00



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DEPARTMENT OF HEALTH
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PURCHASE ORDER

Procurement of Co-Amoxiclav - Item No. 2

IB No. 2017-27

Supplier:	Westfield Pharmaceuticals, Inc.	PO No. :	GOP-2017-09-0274
Address:	831-A Eugenio Lopez st., corner Edsa, Brgy. South Triangle, Quezon City	Date:	NOV 02 2017
Telephone No.	Tel no: 441-4825	Mode of Procurement:	Competitive Bidding
TIN	003-939-361-000		
Sir/Madam: Please furnish this office of the following articles subject to the terms and conditions contained herein.			
Place of Delivery:	To DOH Warehouse(s) or Service Provider(s) in Metro Manila	Delivery Term:	
Date of Delivery:	Sixty (60) calendar days upon receipts of Notice to Proceed (NTP)	Mode of Payment:	Letter of Credit
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 the 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 the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) 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.			
Terms of Payment: Letter of Credit (LC) with the Land Bank of the Philippines (LBP). The supplier shall bear all the corresponding bank fees and charges for LC, to wit: a. Commission- 1/25 of 1% flat (25M & below) b. Doc. Stamps- (PhP0.30 per PhP200.00) c. Commitment Fee- (1/25 of 1% flat) Supplier must submit Pro-forma Invoice indicating among others the quantity and its total cost within three (3) calendar days upon receipt of this PO.			
Conforme:	 Flordeliza C. Abiog Signature Over Printed Name of Supplier 12-18-17 Date	By the Authority of Secretary of Health:	
Fund Cluster:		HERMINIGILDO Y. VALLE, MD, MPA Undersecretary of Health Office for Field Implementation Management	
Funds Available:	LORIQA C. RABAGO OIC ACCOUNTING DIVISION	ORS/BURS No.: 02-101101-2017-10-10016 Date of the ORS/BURS: 10-5-17 Amount: ₱ 5,464,000.00	

Building 1, San Lazaro Compound, Rizal Avenue, Sta. Cruz, 1003 Manila, • Trunk Line 6517800 Loc. 1107;1111;1112;1134
URL: <http://www.doh.gov.ph>

PS / COBAC

APPROVED PO / CONTRACT

Received by:
Date: NOV 10 2017

PS / COBAC

RELEASED: PO / CONTRACT

by:
Date: DEC 18 2017