

# Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Item Description	Schedule of Delivery
		Ten (10) calendar days upon the receipt of the Delivery Order

## A. SCOPE OF PROJECT

**Procurement of Various Medicine Requirements of the Armed Forces of the Philippines Health Service Command (AFPHSC) under Ordering Agreement**

## B. LIST OF ITEMS

Please refer to Section VII. Order Agreement List, for the list of items being bid out.

## C. SHELF LIFE:

1. Expiry dates of all medicines must be properly indicated.
2. Expiry dates should not be less than (1) year from the date of inspection and acceptance of the item/s. The item/s delivered/supplied and accepted will be replaced in the event that AFPHSC have not used the item/s within three (3) months before its expiration.
3. To complete the ordering agreement quantity before the lapse of one (1) year, the shelf-life of the medicines delivered should be as follows:

CLAIMED SHELF-LIFE	ACCEPTABLE SHELF-LIFE
36 months	30 months
24 months	18 months

## D. INSPECTION

1. Final inspections, test and acceptance at the office of the Supply Accountable Officer, Supply Support unit, AFP Health Service Command, V. Luna Avenue, Quezon City; after the Goods arrival shall be conducted by the TIAC in accordance with the specifications stated in Section VII. Order Agreement List.
2. AFPHSC shall issue the following documents after the successful completion of the Inspection and Acceptance Test:
  - 2.1 TIAC Certification that the goods delivered is in accordance with the technical specifications stated in the Contract and passed the Acceptance
  - 2.2 AFP MFO or AFPHSC MFO Inspection Report.
  - 2.3 SAO Acceptance Report

3. All costs relative to the inspection and testing as discussed above shall be borne by the Supplier, but shall not include the costs and expenses incurred by the PROCURING Entity's representative in attending said testing such as travel, and board and lodging expenses.
4. The supplier shall furnish to the inspectors all reasonable facilities and assistance, including access to drawing and production date at no charge to the PROCURING ENTITY.
5. The AFPHSC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the AFPHSC, and shall repeat the test and/or inspection, at no cost to the AFPHSC, and shall repeat the test and/or inspection, at no cost to the AFPHSC, within necessary corrections after the designated delivery period only. If the Supplier is unable to make the necessary corrections after the designated delivery period, then the Supplier will be charged of liquidating damages on the first day of the expiration of the designated delivery period.
6. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the PROCURING ENTITY or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

#### **E. DELIVERY INSTRUCTIONS**

1. Delivery to the AFPHSC SAO shall be within ten (10) calendar days from receipt of the Delivery Order (DO).
2. For cold chain medicines, thermometer or data logger must accompany shipments in transport boxes/ice chest to ensure that the temperature is within 2-8° C. Recording of actual temperature from origin to destination must be indicated in the Delivery Receipt (DR) of the supplier.

#### **F. MINIMUM REQUIREMENTS:**

1. Certificate of Product Registration (CPR)
  - Valid and current Certificate of Product Registration (CPR) issued by the Philippine Food and Drugs Administration (FDA) at the time of bidding and awarding and must be Certified True Copy by the Company Pharmacist.
    - CPR must be valid for the entire period of the award and a proof of renewal including the copy of updated FDA Document Tracking Log and Official Receipt must be submitted no later than 2 months before the expiry date, otherwise payment would be withheld and/or delivery will not be allowed.
2. License to Operate (LTO)
  - Valid and current License to Operate (LTO) as wholesaler, manufacturer or distributor with List of Sources issued by the Philippine Food and Drugs

Administration (FDA) at the time of bidding and awarding and must be Certified True Copy by the Company Pharmacist.

- LTO must be valid for the entire period of the award and a proof of renewal including the copy of updated FDA Document Tracking Log and Official Receipt must be submitted no later than 2 months before the expiry date, otherwise payment would be withheld and/or delivery will not be allowed.
  - In lieu of the current and valid FDA LTO during the date of the Submission and Opening of Bids, the BAC will allow the submission of the following documents:
    - Copy of the previously issued FDA LTO which was the basis for renewal; and
    - Copy of the proof of payment of the required fees issued by the FDA and/or Tracking Number.
3. Certificate of Current Good Manufacturing Practice (cGMP)
- Valid and current Certificate of Good Manufacturing Practice (cGMP) or in the case if foreign supplier / manufacturer, an equivalent document which must be authenticated by the Philippine Consulate and must be Certified True Copy by the Company Pharmacist.
    - Certificate of cGMP must be valid for the entire period of the award; if expiring during the duration of the contract, the new cGMP or proof of application for its renewal must be submitted two months prior to expiry
    - It must be in English or should have English translation
    - It must state both the same authorized manufacturer cited in the CPR and same products to be bid
    - It must clearly state the validity date or duration of validity.
4. Certificate of Analysis with at least 90% result, issued by UST-Center of Excellence in Drug Research Evaluation and Studies, Inc. (CEDRES) or UP-PGH for the following parenteral medicines:
- Cephalosporin First-Fourth Generation
  - Sulbactam + Ampicillin Na
  - Piperacillin +Tazobactam
- (Note: Only the above mentioned medicines are required to submit Certificate of Analysis)**
5. Certification from the manufacturer that the bidder is an Authorized Distributor or Dealer of the products, or a Distributorship / Dealership Agreement from the manufacturer or manufacturer's Agent or Main Distributor or Dealer in the Philippines and must be Certified True Copy by the Company Pharmacist.

## **G. OTHER TERMS AND CONDITIONS:**

1. The following documents shall be made integral parts of the Delivery Order(s) issued to the supplier.
  - 1.1. Notice of Award duly signed and accepted by the Supplier
  - 1.2. Notice to Proceed

## 2. Terms and conditions of payment

2.1. Payment shall be made within three (3) calendar days from receipt of the following reports from the AFPHSC:

2.1.1. TIAC Certification that the goods delivered is in accordance with the technical specifications stated in the Contract and passed the Acceptance

2.1.2. AFP MFO or AFPHSC MFO Inspection Report.

2.1.3. SAO Acceptance Report

2.2. Required documents for payment are as follows:

2.2.1. BIR VAT registered Supplier's Invoice issued to PPPI

- Supplier's Invoice to PPPI should be "PPPI for the account of AFPHSC"

2.2.2. Supplier's Delivery Receipt duly received /signed by PPPI's authorized representative.

- Supplier's Delivery Receipt duly received / signed by AFPHSC authorized representative, if applicable. However, only Delivery Receipt with Authority to Print (ATP) is acceptable.

3. The bid prices are valid until the end of the Ordering Agreement or final issuance of the Delivery Order (DO) or until the full quantity is exhausted, whichever comes first. Bid prices are inclusive of VAT and cost of delivery to any designated delivery place of the Procuring Entity. The PPPI for the account of the AFPHSC reserves the option to effect additional purchase/s at price/s not exceeding the winning bid. Warranty price clause further provides that PPPI for the account of the AFPHSC shall require the bidders to refrain from offering to other government institutions a lower bid price compared to the bid price submitted in this bidding of and its IRR of RA 9184.

4. **Repeat Order.** PPPI for the AFPHSC has the right to avail of twenty five percent (25%) Repeat Order in case the estimated quantity for the times specified in the Order Agreement List has been exhausted or after the Ordering Agreement has expired, whichever comes first; and subject to the conditions provided in Section 51 of RA 9184 and its IRR.

For this purpose, the Repeat Order shall be availed of only within six (6) months from the date of the last or final Delivery Order Contract/PO for a specific item where the estimated quantity has been exhausted or, the expiration of the Ordering Agreement.

5. When delivery of the items cannot be effected within the stipulated extension of delivery period may be granted subject to the conditions set forth under sub-paragraph hereof.

Delivery period of all the items shall be extended only if applications thereof shall have been filed before default has been incurred, and only when delay has been caused by an act of the government, force majeure or to conditions clearly beyond seller's/contractor's control. Deliveries made within extended time shall be exempt from the penalties herein below provided.

6. PPPI for the account of the AFPHSC reserves the right to suspend/cancel delivery/shipment of the items covered by herein order in the event of strikes, accident or other contingencies beyond control.
7. Seller's/contractor's failure to deliver specified goods when due will authorize PPPI to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the undelivered portion of the order for each day of delay in delivery including Saturdays, Sundays and Holidays, or make an open market purchase of the items undelivered and charge to defaulting seller/contractor the excess in price, if any. In either case, PPPI reserves the right to rescind or cancel this order. PPPI may, in its discretion, deduct the value of the penalty imposed from any money which may become due the seller/contractor, or to recover from the seller's contractor's bond filed under this contract, if there is any.
8. PPPI reserves the right to inspect or test the goods and accept or reject any or all items delivered not in accordance with specifications.
9. Seller hereby warrants that the goods subject of the DO are free from latent defects which are not apparent during inspection and testing period and seller hereby further warrants that the use or sale by PPPI of the goods will not subject PPPI to charges of patent infringement and further agrees to hold PPPI harmless against any and all results of such charges.
10. This order was made in accordance with the seller's/contractor's bid and the quantity mentioned herein shall be filled at the price stated and delivery period stipulated.
11. It is understood that the failure of PPPI to demand strict compliance with any or all of the terms and conditions of the Delivery Order (DO) shall not be considered as a waiver and/or estoppel on the part of PPPI for the enforcement of its rights in connection hereof shall be deemed as waiver of any subsequent breach of the same or any other term and condition contained hereunder.
12. The SUPPLIER agrees and obligates to finally and unconditionally abide by the decisions of the PPPI for the account of the AFPHSC on the interpretation or construction of any term, condition or stipulation contained in the DO.
13. The SUPPLIER agrees to hold the PPPI free and harmless from any and all liabilities, or damages of whatever nature either connected with or occasioned by, or arising from the DO or implementation of the same.
14. Should PPPI for the account of the AFPHSC be constrained to file a case to obtain court relief against the SUPPLIER, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the costs of the litigation and other expenses which may entitle the PPPI to recover from the SUPPLIER any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in the City of Makati.
15. In case of breach or violation by the SUPPLIER of any provision of this Agreement, the SUPPLIER shall pay PPPI for the account of AFPHSC, by

way of liquidated damages the sum equivalent to fifteen percent (15%) of the total contract price. It is understood that the damages herein provided are fixed, agreed and liquidated damages, and that to be entitled to such damages, the PPPI shall not be required to prove that it has incurred actual damages.

**H. OTHER REQUIREMENTS:**

1. **PNF Requirement:** All products must fall under the specifications of the current edition of the Philippine National Formulary. Exemptions to this list may be permitted by the DOH on a case to case basis.
2. Bidder must provide packing materials and product inserts
3. **Product Recall:** In cases wherein there are product recalls, the cost associated with the proper disposal/destruction, associated handling or pull out from health facilities where these products have already been distributed shall be borne by the supplier.
4. **Expired Oncology Medicines/Vaccines:** In cases of expired medicines, these medicines/vaccines shall be pulled-out by the supplier from the Procuring Entity's warehouse for proper disposal.
5. The bidder must not be blacklisted by any other government agency

I hereby certify and deliver all the above requirements and the goods as stated in the delivery schedule.

\_\_\_\_\_  
NAME OF COMPANY/BIDDER

\_\_\_\_\_  
Signature over printed name of authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tel. No. /Fax No.

\_\_\_\_\_  
Email Address