

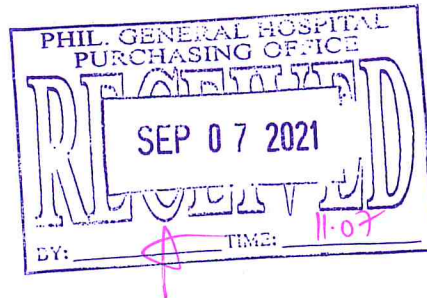


**NOTICE TO EXECUTE FRAMEWORK AGREEMENT
(Notice of Award)**

NEFA No: 2021-021A

01 September 2021

CM STAR CORPORATION
#86 9TH Avenue Socorro
Cubao Quezon City



Attention: **Ms. ROCHELL G. DIONES**
Technical Support Coordinator

Dear **Ms. Diones**:

We are happy to notify you that your bid dated 02 June 2021 but awarded on 25 June 2021 for the SUPPLY AND DELIVERY OF DRUGS AND MEDICINES/ AMPULES/VIALS (FRAMEWORK AGREEMENT) under Project Reference No.: BAC4-21-016-A for the Contract Price of equivalent to FIVE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED PESOS & 00/100 (PHP 565,200.00) ONLY as corrected and modified in accordance with Instructions to Bidders is hereby accepted.

You are hereby required to provide within **TEN (10) DAYS** the performance security in the form of: (a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft or Irrevocable Letter of Credit confirmed by a reputable local bank at 5% of the total amount of award which amounts to **TWENTY-EIGHT THOUSAND TWO HUNDRED SIXTY PESOS & 00/100 (PHP28,260.00) ONLY**; or (b) 30% of the total amount of award in the form of Security Bond callable upon demand issued by any reputable surety or insurance company in the amount of **ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED SIXTY PESOS & 00/100 (PHP169,560.00) ONLY** to be submitted to the BAC Office, UPM-PGH. Failure to provide the performance security shall constitute sufficient ground for the cancellation of the award and forfeiture of the bid security.

PROPERTY AND SUPPLY DIVISION, PGH


Item No.	Quantity	UNIT	Item Description	UNIT COST (PHP)	TOTAL COST (PHP)
155	600	pc	Phenylephrine hydrochloride 10mg/1mL vial (With Compassionate Special Permit) (IV/IV Infusion)p	628.00	376,800.00
163	300	pc	Protamine sulfate 10mg/mL, 5mL ampule (IV), Prosuf	628.00	188,400.00
Total Amount of Award				Php 565,200.00	

ERNST JALIM
9-7-21

TERMS AND CONDITIONS:

1. Delivery of the goods is required as stated in the request of the end-user, commencing on the 3rd working day of notification through confirmed fax that the approved Call-Off/ Notice to Supplier (NTS) is already available for pick-up.
Delivery schedule (whichever is applicable):
 - a) within seven (7) calendar days;
 - b) as may be called for; c) staggered delivery within three (3) months> 50% of the total quantity within seven (7) calendar days and 25% each for the succeeding months
Note: The end-user has the right to adjust the quantity to be delivered depending on the actual need of the hospital.
2. Deliveries shall have at least one (1) year expiration date
3. Delivery of good with product complaint shall be put on hold until receipt of the final decision of the PGH management whether to proceed with the acceptance or to cancel/return the items.
4. Delivered items found to be non-formulary at any given time shall be returned to the company and a credit memo shall be issued.
5. Stocks delivered are subject to random sampling for testing as to quality and conformity to label. Testing fee at supplier's expense.
6. Sufficient stocks for one (1) year
7. The quantities specified are the estimated requirements during the period and may be decreased depending upon the actual need of the hospital and availability of funds. It is understood therefore that the hospital is not bound to order/purchase all the quantities/items called for in this Invitation to Bid (ITB)
8. All items that had been pulled out for various reasons, a credit memo shall be issued by the Contractor within one (1) month otherwise, a debit memo shall be processed by UP Manila - PGH and the amount will be deducted from any amount due to Contractor.
9. Stocks with lot #/batch different from submitted Certificate of Analysis (COA) will be subjected to testing as to quality and conformity to label. Testing fee at supplier's expense.
10. Winning bidders for cytotoxic injectable drugs are required to provide one (1) spill kit per company under the first Purchase Order.
11. For cytotoxic injectable drugs, winning bidders are required to provide Material Safety Data Sheet (MSDS) and to submit Drug Profile to the Pharmacy Department per company under the first Purchase Order.
12. Failure to submit these documents shall be a ground for post-disqualification in accordance with RA 9184.
13. Compliance with R.A. 9184 and other applicable laws
14. It is understood that the Contractor is legally responsible to deliver all issued **Call-Offs** and failure to deliver the first **Call-Off** as scheduled shall mean automatic cancellation of the **Call-Off and Notice to Execute Framework Agreement (NEFA)**. Purchase from other source for whatever means shall take effect immediately to provide the requirements of the hospital. Penalty to the defaulting contractor shall be charged accordingly.

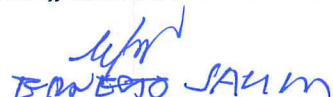
Very truly yours,


GERARDO D. LEGASPI, MD
Director, UPM-PGH

SEP 06 2021

CONFORME:

I certify that I have read and reviewed all the information provided in this NEFA.


BENITO SAM
(Signature over Printed Name)

LIAISON OFFICER
(Designation)

9-9-21
(Date)