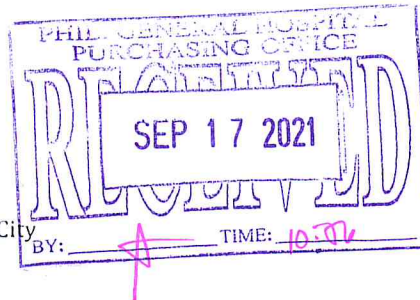




**NOTICE TO EXECUTE FRAMEWORK AGREEMENT  
(Notice of Award)**

02 September 2021

**ZUELLIG PHARMA CORPORATION**  
Km. 14 West Service Rd, SSH cor.  
Edison Ave. Brgy Sun Valley, Paranaque City  
Tel.No: 908-2222/ 325-0641  
Email: www.zuelligpharma.com



NEFA No: **2021-033**



Attention: **Ms. MICHELLE LORAIN G. SANVICTORES**  
Group Sales Manager

Dear Ms. Sanvictores:

We are happy to notify you that your bid dated 02 June 2021 but awarded on 01 September 2021 for the SUPPLY AND DELIVERY OF DRUGS AND MEDICINES/ IMMUNOLOGICALS/VACCINES, ANAESTHETIC/RESPIRATORY INHALANTS, LIQUID/SUSPENSION PREPARATION, OTIC/OPHTHALMIC, EXTERNAL/DERMATOLOGICAL, OTHERS (FRAMEWORK AGREEMENT) under Project Reference No.: BAC4-21-016-D for the Contract Price of equivalent to FIVE MILLION EIGHT HUNDRED SIXTY EIGHT THOUSAND THREE HUNDRED SIXTY SIX PESOS & 30/100 (PHP5,868,366.30) 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 TWO HUNDRED NINETY THREE THOUSAND FOUR HUNDRED EIGHTEEN PESOS & 30/100 (PHP293,418.30) 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 MILLION SEVEN HUNDRED SIXTY THOUSAND FIVE HUNDRED NINE PESOS & 90/100 (PHP1,760,509.90) 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	UOM	Item Description	UNIT COST (PHP)	TOTAL COST (PHP)
			<b>Anesthetic/Respiratory Inhalants</b>		
12	420	pc	Budesonide 160 micrograms + Formoterol (as fumarate dihydrate) 4.5 micrograms x 120 doses with appropriate accompanying dispenser MDI, <b>Symbicort Rapihaler 160mcg/4.5mcg per actuation inhalation aerosol (pressurized susp. For inhalation) 120 actuation 1's</b>	651.14	273,478.80
13	500	pc	Budesonide 160 micrograms + Formoterol (as fumarate dihydrate) 4.5micrograms x 60 doses with appropriate accompanying dispenser DPI, <b>Symbicort Turbuhaler 160mcg/4.5mcg per dose powder for inhalation 60 doses 1's</b>	835.47	417,735.00

*[Signature]*  
Account Manager  
Zuellig Pharma Corp.  
SEP 15, 2021

Item No.	Quantity	UOM	Item Description	UNIT COST (PHP)	TOTAL COST (PHP)
14	200	pc	Budesonide 320 micrograms + Formoterol (as fumarate dihydrate) 9 micrograms x 60 doses with appropriate accompanying dispenser DPI, <b>Symbicort 320mcg/9mcg per dose powder for inhalation 60 doses 1's</b>	1,533.54	306,708.00
17	860	pc	Budesonide Respiratory Solution (for nebulization) 250 micrograms/mL, 2 mL (unit dose), <b>Budecort Respules 250mcg/ml (500mcg/2ml) nebulizing suspension (sterile) 2ml 20's</b>	92.53	79,575.80
18	54	pc	Fluticasone propionate+salmeterol xinafoate MDI 125mcg/25mcg x 120 actuations with dose counter, <b>Seretide 125mcg/25mcg metered Dose Inhaler (suspension) 120 actuations 1's</b>	178.90	9,660.60
19	104	pc	Fluticasone propionate+salmeterol xinafoate MDI 250mcg/25mcg x 120 actuations with dose counter, <b>Seretide 250mcg/25mcg metered dose inhaler (suspension) 120 actuations 1's</b>	220.44	22,925.80
20	54	pc	Fluticasone propionate+salmeterol xinafoate MDI 50mcg/25mcg x 120 actuations with dose counter, <b>Seretide 50mcg/25mcg metered dose inhaler (suspension) 120 actuations 1's</b>	161.05	8,696.70
25	50,000	pc	Ipratropium bromide+salbutamol 500mcg/2.5mg 2.5mL nebulules, <b>Multivent 500mcg/2.5mg per 2.5ml solution for Inhalation 2.5ml 35's</b>	14.29	714,500.00
26	500	pc	Lidocaine HCl 10%, pump spray, 50mL vial, <b>Xylocaine 10mg/dose (10%) pump spray 50ml 1's</b>	1,846.22	923,110.00
27	820	pc	Salbutamol sulfate 100 micrograms/dose x 200 actuations Metered Dose Inhaler (MDI), <b>Ventolin Inhaler 100mcg/Actuation Metered Dose Inhaler 200 Actuation 1's</b>	118.54	97,202.80
29	200	pc	Sevoflurane Inhalation 250ml bottle, <b>Sevorane 100% liquid for inhalation (wet formulation) 250ml 1's</b>	7,590.00	1,518,000.00
			<b>Liquid/Suspension Preparation</b>		
39	100	pc	Cefuroxime 250 mg/5 mL granules for suspension, 50 mL content in 120 mL bottle, <b>Cimex 250mg/5ml powder for suspension 50ml 1's</b>	160.00	16,000.00
44	10	pc	Clindamycin palmitate Hydrochloride 75mg/5mL granules for suspension, 60mL, <b>Dalacin C 75mg/5ml Granule for Oral Solution 60ml 1's</b>	424.00	4,240.00
			<b>External/Dermatological</b>		
82	60	pc	Clobetasol propionate 0.05%, 5 g tube Cream or Ointment, <b>Dermovate 500mcg/g ointment 5g 1's</b>	48.32	2,899.20
86	6,000	pc	Mupirocin ointment 2% 5g tube, <b>Bactroban 2% (20mg/g) ointment 5g 1's</b>	61.00	366,000.00
			<b>Others</b>		
95	720	pc	Levetiracetam 100 mg/mL oral solution, 300 mL bottle, <b>Keppra 100mg/ml oral solution 300ml 1's</b>	1,538.38	1,107,633.60
Total Amount of Award				PhP5,868,366.30	

#### 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-offs (Purchase Orders) / Notice to Supplier (NTS) is already available for pick-up.  
Delivery schedule (whichever is applicable):

*[Signature]*  
 Anna P. Renteria  
 Account Manager  
 Zing Pharma Corp.  
 5/15/2024



- 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. For inhalation anesthetics
    - a. Must have certification from bidder that inhalation bottle must be with safety sealed cap, airtight and capable to dispense directly from bottle the possibility of ambient air coming into contact with agent to prevent contamination and spillage.
    - b. Certification from the bidder that product container or anesthetic agent is shatterproof and transparent for visual check of content. Container material must ensure stability of the agent to prevent degradation, must not be easy to break
  7. Winning bidder for Sevoflurane shall provide at least thirty-five (35) vaporizers on loan and in good working conditions until the validity of the contract.
  8. Winning bidders for cytotoxic injectable drugs are required to provide one (1) spill kit per company under the first Purchase Order.
  9. 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.
  10. Failure to submit these documents shall be a ground for post-disqualification in accordance with RA 9184.
  11. 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.
  12. 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.
  13. It is understood that the Contractor is legally responsible to deliver all issued **Call-Offs (Purchase Orders)** 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.
  14. Compliance with R.A. 9184 and other applicable laws

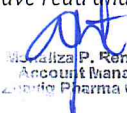
Very truly yours,

  
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.

  
Rosaliza P. Rontoria  
Account Manager  
Zenith Pharma Corp.

(Signature over Printed Name)

(Designation)

  
(Date)