

**PURCHASE ORDER**

Department of Health

PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE

SUPPLIER: **IQVIA SOLUTIONS PHILIPPINES, INC.**

ADDRESS: Unit 6A, 6/F, Rockwell Building, Hidalgo Drive, Makati City

TIN : 005-027-529-000

MODE OF PROCUREMENT: **Public Bidding**

P.O. NO.:

25-01-0001

DATE:

January 6, 2025

PR NO.:

24-05-0114

DATE:

May 22, 2024

Gentlemen:

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

Place of Delivery:	PITAH-CENTRAL OFFICE	Delivery Term:	refer to Contract of Agreement
Date of Delivery:	refer to Contract of Agreement	Payment Term:	refer to Contract of Agreement

STOCK NO	UNIT	DESCRIPTION	QTY	UNIT COST	AMOUNT
	LOT	CONSULTANCY SERVICES ON THE PROVISION OF PHILIPPINE MARKET OF HERBAL MEDICINES, TRADITIONALLY-USED HERBAL MEDICINES, AND HEALTH SUPPLEMENTS FROM PHARMACIES, INDUSTRY SALES: DETERMINING THE HERBAL TRADITIONAL-USED HERBAL MEDICINES, AND MEDICINES SUPPLY AND DEMAND SIZE IN THE PHILIPPINES ***please refer to Contract of Agreement for the terms and conditions	1		4,992,176.00
					4,992,176.00

(Total Amount In Words)

Four Million Nine Hundred Ninety-Two Thousand, One Hundred Seventy-Six Pesos Only



In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,


Conforme:



Nickson D. P. Bandoquillo
Signature over Printed Name of Supplier

Date


MA. TERESA C. INIGO, MD, FPCAM, CESE
Director General
Authorized Official 

Requesting Office/ Department


MICHAEL D. JUNSAY
OIC-RDB
Authorized Official


MARY SHANE SALESAL
Accountant III
Authorized Official

Amount : ₱ 4,992,176.00
BUS No. : 02-10777-7021-01-000036WAP

CONTRACT AGREEMENT

This agreement for **CONSULTANCY SERVICES ON THE PROVISION OF PHILIPPINE MARKET OF HERBAL MEDICINES, TRADITIONALLY-USED HERBAL MEDICINES, AND HEALTH SUPPLEMENTS FROM PHARMACIES, INDUSTRY SALES: DETERMINING THE HERBAL TRADITIONAL-USED HERBAL MEDICINES, AND MEDICINES SUPPLY AND DEMAND SIZE IN THE PHILIPPINES** made on the ___th day of January 2025 between:

The **PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE (PITAHC)**, represented herein by its **Director General, DR. MA. TERESA C. IÑIGO, FPCAM, CESE**, with principal address at PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City, Philippines, hereinafter called "the PITAHC"

and

IQVIA SOLUTIONS PHILIPPINES, INC., represented by **MR. NIKKO DON BANDOQUILLO**, Manager, Business Unit Finance, with office address at Unit 6A, 6th Floor, Rockwell Building, Hidalgo Drive, Rockwell Center, Makati City, Philippines, hereinafter called "CONSULTANT";

WHEREAS, PITAHC engaged a consultancy firm to assess the size of the pharmaceutical market in the Philippines, focusing on the supply and demand for herbal medicines, products, and health supplements. This evaluation will utilize data gathered from drugstores, hospitals, and pharmaceutical industry sales.

WHEREAS, the data and facts to be collected are vital for the Institute's income-generating initiatives through its Herbal Processing Plants (HPPs), which support its mandate to integrate Traditional, Complementary, and Integrative Medicine (TCIM) into Universal Health Care (UHC);

WHEREAS, the **CONSULTANT** passed the requirements and was declared by the PITAHC Bids and Awards Committee (BAC) to be an eligible. Eventually, the **CONSULTANT** was then found to be compliant and responsive.

WHEREAS, PITAHC is desirous that the **CONSULTANT** executes the **PROVISION OF PHILIPPINE MARKET OF HERBAL MEDICINES, TRADITIONALLY-USED HERBAL MEDICINES, AND HEALTH SUPPLEMENTS FROM PHARMACIES, INDUSTRY SALES: DETERMINING THE HERBAL TRADITIONAL-USED HERBAL MEDICINES, AND MEDICINES SUPPLY AND DEMAND SIZE IN THE PHILIPPINES** (hereinafter called the Works") and PITAHC has accepted the Price Proposal of **Four Million Nine Hundred Ninety-Two Thousand One Hundred Seventy-Six Pesos (PHP 4,992,176.00)** inclusive of VAT and other applicable taxes by the **CONSULTANT** for the execution and completion of such Consulting Services and the remedying of any defects therein;

WHEREAS, the **CONSULTANT**, having the knowledge, experience, and expertise has offered its services to PITAHC;

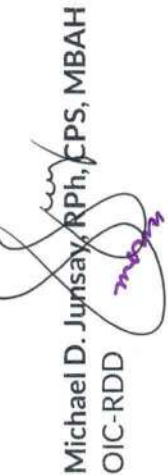
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as assigned to them in the Conditions of the Term of Reference referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:
 - a. General and Special Conditions of Contract;
 - b. Terms of Reference


Eric Palma
Witness


Nikko Don Bandoquillo
Manager, BUF, IQVIA


Mary Shane D. Salesale
Accountant III, FD


Michael D. Jursay, RPh, CPS, MBAH
OIC-RDD


Dr. Ma. Teresa C. Inigo, FPCAM, CESE
Director-General

- c. Request for Expression of Interest;
- d. Instructions to Bidders;
- e. Bid Data Sheet;
- f. Addenda and/or Supplemental/Bid Bulletins, if any;
- g. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- h. Eligibility requirements, documents and/or statements;
- i. Performance Security;
- j. Credit line issued by a licensed bank, if any;
- k. Notice of Award of Contract and the Bidder's conforme thereto

2. **CONSULTANT** shall perform the Services for a period of six (6) months from the Notice of Proceed (NTP), unless sooner terminated by PITAHC. PITAHC reserves the right to terminate the services of the **CONSULTANT** at any time within the said period, subject to prior written notice given to the **CONSULTANT**.
3. In consideration of the payments to be made by the **PITAHC** to the **CONSULTANT** as set forth below, the **CONSULTANT** hereby covenants with **PITAHC** to execute and complete the Consulting Services and to remedy any defects therein in accordance with this Consultant's provisions in all respects.
4. The **PITAHC** hereby covenants to pay the **CONSULTANT** in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of the contract at the time in the manner prescribed by the Contract.

PAYMENT TRANCHE	ACCOMPLISHMENT	TIMELINE	%	AMOUNT
1 st	<ol style="list-style-type: none">1. Acceptance of Notice to Proceed (NTP)2. Signed contract of service3. Submission of Inception Report	Week 2 after acceptance of NTP	15%	748,826.40
2 nd	<p>Submission of Monthly Status Reports (4 hard copies with electronic copy)</p> <p>Submission of Report for Phases 1-3</p> <p>Conduct training/orientation on mining/extracting data to at least three (3) PITAHC Staff</p> <p>Data access and installation to three accounts (with account name and password)- one-time access to the national sales audit</p> <p>Submission and Presentation of Market Share of the Herbal Industry in the Philippines to the PITAHC Management Committee</p> <ol style="list-style-type: none">a. Analysis of the herbal medicines market based on sales values, counting units, price, and elements from drugstores and hospitals on a quarterly basis;b. Analysis the movement of the herbal industry market per PITAHC Product Portfolio;c. Data platform should be able to disaggregate the market data according to the anatomical	Months 1-4	65%	3,244,914.40


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Director-General

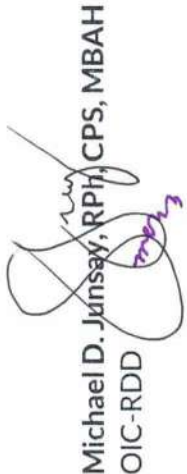
	therapeutic classification (ATC) code (for international market); d. Conduct the data navigation and analysis training for PITAHC staff on the Philippine Pharmaceutical Market including herbal Traditionally Used Medicine, health supplements and herbal medicines e. Submission of the Presentation of Market Share of the Herbal Industry in the Philippines (2020-present)			
Final	Submission of Draft Final Report (4 hard copies with electronic copy) 1. Final report and monograph; 2. At least 1 consultative meeting for the presentation of the final report including the recommendation on-call planning and execution, better aligning sales territories, efficiently developing incentive schemes, and creating a more solid sales structure for effective results.	Months 5-6	20%	998,435.20
	TOTAL ABC			<u>4,992,176.00</u>

- Payment for the completion of each service rendered or each deliverable, together with the submission of such supporting documents as may be required under existing policies, rules and regulations, shall be subject to the final and satisfactory acceptance by PITAHC.
- Should the **CONSULTANT** refuse or fails to satisfactorily complete the works within the specified completion period inclusive of granted time extension, if any, the **CONSULTANT** shall be liable for damages for the delay and shall pay the PITAHC Liquidated damages in accordance with Annex E Section 8 of the Revised Implementing Rules and Regulations of RA 9184.
- The performance bond posted by the **CONSULTANT** shall subsist until the expiration of this Contract, and shall be answerable for whatever losses and/or damages that PITAHC or any of its officials and employees may incur/suffer for reason of non-performance by the **CONSULTANT** of its obligations under this Contract.
- The **CONSULTANT** shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the consultancy services, nor shall the **CONSULTANT** make public the recommendations formulated in the course of, or as a result of, the consultancy services. For purposes of this, "confidential information" shall mean any information or knowledge, acquired by the **CONSULTANT** arising out of, or in connection with, the performance of the consultancy services under this Contract, that is not otherwise available to the public.
- Any studies, reports, plans or design, graphic or otherwise, prepared by the **CONSULTANT** for PITAHC under this Agreement shall belong to and remain the property of PITAHC. The **CONSULTANT** may retain a copy of such documents, exclusively for record purpose.
- Any dispute arising out of the Agreement, which cannot be amicably settled between PITAHC and the **CONSULTANT** shall be referred to adjudication or arbitration, in accordance with the laws of the Philippines.


Eric Palma
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OIC-RDD


Dr. Ma. Teresa C. Irigo, FPCAM, CESE
Director-General

11. PITAHC reserves the right to terminate this Contract before the expiration thereof in case of unsatisfactory performance of the **CONSULTANT** in accomplishing the tasks and responsibilities under Item III of this Contract. PITAHC or the **CONSULTANT** may terminate this Contract for any reason, by notifying the other party, in writing, one (1) month prior to the intended effectivity date or termination.
12. The **CONSULTANT** attests that he possesses the experience, skills, and an established record of competence required in performing the job as herein described.
13. The parties hereby agree that no employer-employee relationship, in any manner or form, is deemed created between PITAHC and the **CONSULTANT** by virtue of this Contract.
14. The representatives of the **CONSULTANT** attest that they are not related within the third degree of consanguinity or affinity to the officials of PITAHC.
15. The **CONSULTANT** shall diligently and faithfully accomplish the undertakings herein agreed upon and shall perform all such services, acts and things connected therein. In the event of breach or failure on the part of the **CONSULTANT** to accomplish these undertakings, PITAHC shall have the right to withhold payment, terminate this Contract upon prior written notice, and claim damages when necessary.
16. PITAHC may request the **CONSULTANT** to perform additional services not covered by the original scope of work but are determined by PITAHC to be critical for the satisfactory completion of the consultancy services. This request shall be subject to mutual agreement by both parties after determining the extent and impact of the additional services on the schedule and cost of the PROJECT, pursuant to Section 53 (d) of RA 9184, and subject to the provision that no additional payment for the variation order, if any, shall be allowed for this Contract.
17. The **CONSULTANT** shall furnish PITAHC such information related to the consultancy services that PITAHC may, from time to time, reasonably request.
18. The **CONSULTANT** shall be liable for a penalty of one-tenth of one percent (0.1%) of the cost of the undelivered services for every single day of delay, unless the cause of the delay is attributable to circumstances beyond its control such as force majeure or fortuitous events, natural calamities, and other analogous or similar causes. Once the aggregate amount of penalties or liquidated damages, by reason of the inordinate delay, reaches ten percent (10%) of the cost of this Contract, PITAHC shall rescind this Contract, without prejudice to other courses of action and remedies open to it.
19. In case of notable delays, impossibility on the part of the **CONSULTANT** to complete its undertakings, or when the interest of the government so requires, PITAHC shall have the right to engage the services of another consultant, who shall be involved in the completion of the on-going PROJECT. The corresponding costs for such engagement shall be chargeable against the account of the **CONSULTANT**.
20. When the Services under this Agreement are completed to the satisfaction of PITAHC, it shall issue a Certificate of Completion to the **CONSULTANT**.
21. It is agreed that this Agreement encompasses all understanding, premises, and covenants of the parties and that it integrates, combines and supersedes all prior negotiations, understanding and agreements in verbal or writing.
22. The notarial fee in connection with this Agreement shall be for the account of the **CONSULTANT**.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



DR. MA. TERESA C. INIGO, FPCAM, CESE
Director General 

for:
**Philippine Institute of Traditional and Alternative
Health Care**




NIKKO DON BANDOQUILLO
Manager, BUF


for:
IQVIA Solution Philippines, Inc.




MICHAEL D. JUNSAY
OIC, RDD 


MS. MARY SHANE D. SALESAL
Accountant III



ERIC PALMA
IQVIA SOLUTION PHILS., INC.


Representative, IQVIA

ACKNOWLEDGEMENT

Republic of the Philippines }
MAKATI CITY } S.S.

JAN 14 2025

SUBSCRIBED AND SWORN TO before me this ___th day of January 2025, affiants exhibiting to me their competent proofs of identity indicated below:


Name	Government-Issued ID	Expiry Date / Place Issued
DR. MA. TERESA C. IÑIGO	Passport No. S0033252A	Jan 2029/Manila
NIKKO DON BANDOQUILLO	Passport No. P6148094	22 Feb 2028/DFA Pampanga

Known to me and to me known to be the same persons who executed the foregoing instrument, and that they acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument refers to a Contract Agreement consisting of six (6) pages including this page whereon this Acknowledgement is written and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first mentioned.

Doc. No. 168;
Page No. 74;
Book No. 8;
Series of 2025.


ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2025
Appointment No. M-016 - (2024-2025)
PTR No. 10466007 Jan. 2, 2025 / Makati
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VII-0016370
Valid until April 14, 2025
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City