



REPUBLIC OF THE PHILIPPINES
PROVINCE OF DAVAO DE ORO
OFFICE OF THE GOVERNOR

BIDS AND AWARDS COMMITTEE

Cel #: 0946-470-6261
Email add: BAC@davaodeoro.gov.ph



SUPPLEMENTAL/BID BULLETIN

Please be informed that during the Pre-bid conference held on June 2, 2025, **revisions were made to the Terms and Conditions for the Consignment of Drugs and Medicines – DdOPH-Pantukan** on Bid Number **B-25-0137** under Purchase Request Number **25-3493**.

FROM	TO
<p>TERMS AND CONDITIONS FOR CONSIGNMENT:</p> <p>1. Itemized Awarding;</p> <p>2. The consignor shall undertake to supply DRUGS AND MEDICINES for sale on a consignment basis. ALLBRANDS QUOTED BY THE PROSPECTIVE CONSIGNOR SHALL BE READILY AVAILABLE DURING THE WHOLE DURATION OF THE CONSIGNMENT CONTRACT.</p> <p>3. The Eligible Consignors must have a Functional Branch Office and Store within Region XI (Davao Region) for logistical efficiency and to ensure timely accommodation of the Davao de Oro Provincial Hospitals orders.</p> <p>4. In case of non-availability of stocks in the market due to (1) banned by the authorities, (2) adverse drug effects, (3) defective as identified by the Hospital Consignment Committee and (4) fortuitous event, the consignor may be allowed to replace the item provided that it is equivalent in formulation, strength, and price of the previously quoted brand.</p> <p>5. The ownership of the consigned items shall remain with the Consign or until the</p>	<p>TERMS AND CONDITIONS FOR CONSIGNMENT:</p> <p>1. Itemized Awarding;</p> <p>2. The consignor shall undertake to supply DRUGS AND MEDICINES for sale on a consignment basis. ALLBRANDS QUOTED BY THE PROSPECTIVE CONSIGNOR SHALL BE READILY AVAILABLE DURING THE WHOLE DURATION OF THE CONSIGNMENT CONTRACT.</p> <p>3. In case of non-availability of stocks in the market due to (1) banned by the authorities, (2) adverse drug effects, (3) defective as identified by the Hospital Consignment Committee and (4) fortuitous event, the consignor may be allowed to replace the item provided that it is equivalent in formulation, strength, and price of the previously quoted brand.</p> <p>4. The ownership of the consigned items shall remain with the Consign or until the PLGU-Davao de Oro through the Davao de Oro Provincial Hospitals has sold the same, which consigned goods shall not be removed from the Consignee's premises/ store room/ warehouse without prior consent from the consignor unless just cause exist as to warrant their urgent removal or recall;</p>





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PLGU-Davao de Oro through the Davao de Oro Provincial Hospitals has sold the same, which consigned goods shall not be removed from the Consignee's premises/ store room/ warehouse without prior consent from the consignor unless just cause exist as to warrant their urgent removal or recall;

6. The Consignor shall maintain the price of the consigned good for a period of 1 year from the date of the consignment, reckoned from the time the Consignment Agreement has been signed, unless there is a price adjustment within this timeframe and will only be considered valid if supported by a market survey conducted by the PCC – Technical Working Group indicating a necessary price change and approved by the Provincial Consignment Committee.

7. Prior to the signing of the contract and within ten (10) calendar days from the issuance of Notice to Consign, the winning consignor shall, as a measure of guarantee for the faithful performance with his obligations under the contract, be required to post a performance security in such form and amount as specified in the consignment documents.

8. There shall be replenishment of goods/items which the Consignors shall deliver to DAVAO DE ORO PROVINCIAL HOSPITAL as replenishment for those previously sold by the Consignee. The replenishment shall be complied by the Consignor within 10 days after the conduct of inventory, subject to the inspection and mandatory sampling requirement (refer to item no. 10);

5. The Consignor shall maintain the price of the consigned good for a period of 1 year from the date of the consignment, reckoned from the time the Consignment Agreement has been signed, unless there is a price adjustment within this timeframe and will only be considered valid if supported by a market survey conducted by the PCC – Technical Working Group indicating a necessary price change and approved by the Provincial Consignment Committee.

6. Prior to the signing of the contract and within ten (10) calendar days from the issuance of Notice to Consign, the winning consignor shall, as a measure of guarantee for the faithful performance with his obligations under the contract, be required to post a performance security in such form and amount as specified in the consignment documents.

7. There shall be replenishment of goods/items which the Consignors shall deliver to DAVAO DE ORO PROVINCIAL HOSPITAL as replenishment for those previously sold by the Consignee. The replenishment shall be complied by the Consignor within 10 days after the conduct of inventory, subject to the inspection and mandatory sampling requirement (refer to item no. 10);

8. There shall be replacement goods in exchange for the returned/recalled goods or items due to (1) banned by authorities, (2) adverse drugs effects, and (3) defective as identified by Hospital Consignment Committee without additional cost to the



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9. There shall be replacement goods in exchange for the returned/recalled goods or items due to (1) banned by authorities, (2) adverse drugs effects, and (3) defective as identified by Hospital Consignment Committee without additional cost to the Consignee;

10. Full deliveries of goods/ items for consignment shall be in accordance with the terms and conditions specified in the Consignment Order. The first delivery shall be in accordance with the following schedule in calendar days;

I. 50 Items and below = 10 Days

II. 51 to 100 Items = 15 Days

III. 101 Items Up = 20 Days

11. Failure to deliver within the period prescribed above after the receipt of the Consignment Order and Replenishment Order shall be a ground for the imposition of liquidated damages equivalent to 1/10 of one (1) percent (%) of the total Cost of the drugs and medicines ordered per day of delay and/or recommendation for blacklisting upon the recommendation of the Provincial Consignment Committee;

12. The Consigned items, especially the drugs and medicines delivered in the DAVAO DE ORO PROVINCIAL HOSPITAL shall be covered by corresponding Stock Delivery Slip (SDS) issued by the consignor and the receipt shall be acknowledge by an authorized representative of the Consignee containing the following information:

- a. Name of the Consignor
- b. Date of Stock Delivery Slip

Consignee;

9. Full deliveries of goods/ items for consignment shall be in accordance with the terms and conditions specified in the Consignment Order. The first delivery shall be in accordance with the following schedule in calendar days;

I. 50 Items and below = **Maximum of 10 Days**

II. 51 to 100 Items = 15 Days

III. 101 Items Up = 20 Days

10. Failure to deliver within the period prescribed above after the receipt of the Consignment Order and Replenishment Order shall be a ground for the imposition of liquidated damages equivalent to 1/10 of one (1) percent (%) of the total Cost of the drugs and medicines ordered per day of delay and/or recommendation for blacklisting upon the recommendation of the Provincial Consignment Committee;

11. The Consigned items, especially the drugs and medicines delivered in the DAVAO DE ORO PROVINCIAL HOSPITAL shall be covered by corresponding Stock Delivery Slip (SDS) issued by the consignor and the receipt shall be acknowledge by an authorized representative of the Consignee containing the following information:

- a. Name of the Consignor
- b. Date of Stock Delivery Slip
- c. Stock Delivery Slip
- d. Consignment Order Number
- e. Name of the Consignor or representative
- f. Description of the items
 - i. Generic Name
 - ii. Dosage Form
 - iii. Strength



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<p>c. Stock Delivery Slip d. Consignment Order Number e. Name of the Consignor or representative f. Description of the items i. Generic Name ii. Dosage Form iii. Strength iv. Batch number/ Lot number g. Sub-packing Unit h. Quantity i. Unit j. Unit Price k. Total Price l. Certificate of Product Registration</p> <p>13. No items shall be delivered or received containing an expiration date of less than twelve (12) months from the time of delivery, unless for justifiable reasons, items with expiration date of less than twelve (12) months may be allowed subject for the approval of the Governor with prior recommendation from the Provincial Consignment Committee (PCC). Any consigned item found to expire within a year shall immediately be invoiced and returned to the Consignor for replacement;</p> <p>14. The Consigned goods shall be subjected to random sampling and testing by the Food and Drug Administration (FDA) to be made by the inspectorate team during deliveries and the corresponding items retained and tested by the FDA shall be promptly replaced by the consignor without cost to the Consignee. In case of Replenishment orders with different batch and LOT Number, the same shall be subjected to sampling requirements of the FDA;</p> <p>15. The Cost of Sampling shall be borne by the Provincial Government of Davao de Oro thru the Davao de Oro Provincial Hospitals;</p> <p>16. All unconsumed stocks shall be returned to the Consignor upon expiration of the</p>	<p>iv. Batch number/ Lot number g. Sub-packing Unit h. Quantity i. Unit j. Unit Price k. Total Price l. Certificate of Product Registration</p> <p>12. No items shall be delivered or received containing an expiration date of less than twelve (12) months from the time of delivery, unless for justifiable reasons, items with expiration date of less than twelve (12) months may be allowed subject for the approval of the Governor with prior recommendation from the Provincial Consignment Committee (PCC). Any consigned item found to expire within a year shall immediately be invoiced and returned to the Consignor for replacement;</p> <p>13. The Consigned goods shall be subjected to random sampling and testing by the Food and Drug Administration (FDA) to be made by the inspectorate team during deliveries and the corresponding items retained and tested by the FDA shall be promptly replaced by the consignor without cost to the Consignee. In case of Replenishment orders with different batch and LOT Number, the same shall be subjected to sampling requirements of the FDA;</p> <p>14. The Cost of Sampling shall be borne by the Provincial Government of Davao de Oro thru the Davao de Oro Provincial Hospitals;</p> <p>15. All unconsumed stocks shall be returned to the Consignor upon expiration of the Consignment Agreement;</p> <p>16. Any Unsold/ unutilized consigned drugs and medicines which is set to expire within 1 month shall be returned to and replaced by the consignor without any cost to the Consignee;</p>
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<p>Consignment Agreement;</p> <p>17. Any Unsold/ unutilized consigned drugs and medicines which is set to expire within 1 month shall be returned to and replaced by the consignor without any cost to the Consignee;</p> <p>18. Neither party shall be liable for any failure to perform its obligations under this agreement where such failure is due to fortuitous event or any cause beyond reasonable control of the party.</p> <p>19. In case of losses of consigned items before inspection and acceptance report by the Consignee shall be shouldered by the Consignor;</p> <p>20. Consignor shall hold the Consignee free and harmless from, and shall be solely responsible for any claim, action, suit cost of expenses and damages and liabilities arising from or in connection with, or resulting clauses from the use of the consigned goods;</p> <p>21. The Consignment Agreement shall be valid for one (1) year reckoned from the time the Consignment Agreement was notarized.</p>	<p>17. Neither party shall be liable for any failure to perform its obligations under this agreement where such failure is due to fortuitous event or any cause beyond reasonable control of the party.</p> <p>18. In case of losses of consigned items before inspection and acceptance report by the Consignee shall be shouldered by the Consignor;</p> <p>19. Consignor shall hold the Consignee free and harmless from, and shall be solely responsible for any claim, action, suit cost of expenses and damages and liabilities arising from or in connection with, or resulting clauses from the use of the consigned goods;</p> <p>20. The Consignment Agreement shall be valid for one (1) year reckoned from the time the Consignment Agreement was notarized.</p>
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For your information and guidance.

Thank you.


LARA ZAPHIRE KRISTY N. BERMEJO, MPA
Chairperson
Bids and Awards Committee

Received by the Bidder:

