



Republic of the Philippines  
Province of Benguet  
La Trinidad, Benguet, Philippines 2601  
Telephone (074) 422-4722-24(Operator)/Telefax 074-422-5506



**BIDS AND AWARDS COMMITTEE**  
**Drugs, Medicines and Medical Supplies / Equipment**  
**INVITATION TO CONSIGN (CY 2023)**



1. Project Description

- A. Consignment of Various Drugs and Medicines (CR 2022-11-007)
- B. Consignment of Various Medical Supplies (CR 2022-11-008)
- C. Consignment of Various Nursing Supplies (CR 2022-11-009)
- D. Consignment of Various Medical Oxygen (CR 2022-11-010)
- E. Consignment of Various Laboratory Supplies (CR 2022-11-011)

2. The **Benguet General Hospital (BeGH)** with its mandate to sustain the demands of public health services and ensure the continuous availability of low cost but high quality essential drugs and medicines, without entailing additional cost or investment from the government, has adopted the "Consignment System".

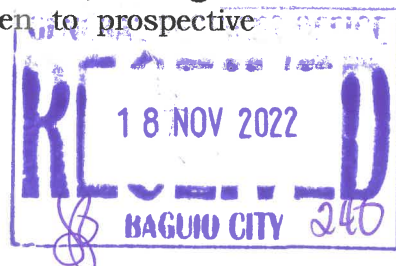
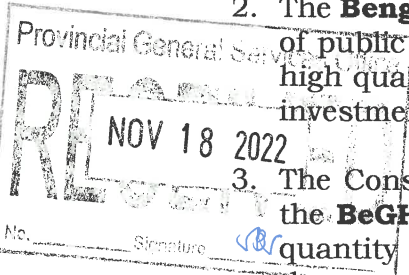
3. The Consignment System is a method wherein consignors place their goods at the **BeGH** (consignee), and the former is being paid by the latter for the actual quantity sold or consumed only, using the proceeds generated from the sale of the consigned goods as recognized by Section 7.3.2, second and third paragraphs, of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184.

4. The Bids and Awards Committee (BAC) Drugs, Medicines, and Medical Supplies / Equipment now invites eligible Consignors to submit offers for the consignment of **Drugs and Medicines, Medical Supplies, Nursing Supplies, Medical Oxygen and Laboratory Supplies** for a one (1) year contract subject to renewal.

5. Eligibility requirements of the Consignor is contained in the Checklist of Requirements stated in "**Annex A**" of the Terms of Reference. Submitted eligibility documents and evaluation of consignment offers/proposals shall be undertaken by the Bids and Awards Committee (BAC) Drugs, Medicines, and Medical Supplies / Equipment.

6. The complete set of consignment documents must be personally obtained by the interested Consignor or his/her duly authorized representative from the address below from **Monday to Friday, except weekends, holidays, or suspension of work, 8:00 AM to 5:00 PM**

7. The **BAC Drugs, Medicines, and Medical Supplies / Equipment** will conduct the following consignment activities at the **Staff Dining, First Floor, Benguet General Hospital, La Trinidad, Benguet** which shall be open to prospective consignors who availed of the consignment documents:



8.

<b>Activity (ies)</b>	<b>Schedule</b>
Consignment Conference	24 November, 2022, Thursday, 9:00 AM <b>Via Zoom Conference</b> <b>Meeting ID: 934 6402 7984</b> <b>Password: BACHEALTH</b>
Deadline for Submission of Consignment Offers	7 December, 2022, Wednesday, 8:00 AM
Opening of Consignment Offers	7 December, 2022, Wednesday, 9:00 AM

9. Submission of consignment offers/proposals beyond the stated time and date shall no longer be accepted.

10. The BAC reserves the right to accept or reject any and all offers/proposals, cancel or declare a failure of consignment, or not award the contract at any time prior to contract award, without incurring any liability to any Consignor or Consignors.

11. For further information, please refer to:

**MARIA IMELDA C. ULEP, MD,MHA,FPCOM**  
Chairperson  
BeGH Consignment Committee (BCC)

**AIDA P. SAINGAN**  
Vice chairperson  
BeGH Consignment Committee (BCC)

Tel No.: 074-422-4722 to 24 local 216  
Fax No.: 074-422-5506  
Email add. [beghadmin@benguet.gov.ph](mailto:beghadmin@benguet.gov.ph)

Approved by:

  
**BRIAN J. CRISPIN**  
BAC Chairperson

**Places of posting:**

- BAC Drugs, Medicines and Medical Supplies / Equipment Bulletin Board, BeGH
- Provincial Capitol Bulletin Board
- La Trinidad Municipal Bulletin Board
- Baguio City Hall Bulletin Board
- Baguio General Hospital BAC Bulletin Board
- Provincial Government Website ([benguet.gov.ph](http://benguet.gov.ph))



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**BIDS AND AWARDS COMMITTEE**  
**Drugs, Medicines and Medical Supplies / Equipment**

**TERMS OF REFERENCE**

**FOR CONSIGNMENT OF GOODS OF  
BENGUET GENERAL HOSPITAL (BeGH) CY 2023**

**I. PROJECT DESCRIPTION**

- A. Consignment of Various Drugs and Medicines (CR 2022-11-007)**
- B. Consignment of Various Medical Supplies (CR 2022-11-008)**
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**II. CONTRACT DURATION**

The Consignment Agreement shall be valid for one (1) year, renewable subject to satisfactory performance to be recommended by the BeGH Consignment (BCC).

**III. ELIGIBILITY REQUIREMENTS *(Please refer to ANNEX A)***

**IV. SCOPE OF WORK**

1. Ensure the stock availability of quality drugs, medicines and supplies at BeGH at reasonable prices based on the Consignment List

**V. TERMS AND CONDITIONS**

**A. Operational Guidelines**

- A.1 The Consignment Agreement shall cover series of consignment orders which shall take place within seven (7) days reckoned from the start of each quarter covered depending on the Consignment Request of end-users;
- A.2 Prescribed Consignment Orders shall be prepared by the Consignee;
- A.3 The Consignment Order for the initial quarter shall only be issued after the Consignment Agreement has been perfected. For the succeeding quarters, the Consignment Order shall be issued not later than five (5) days from the start of said quarter;

- A.4 Supplementary Consignment Orders may be issued within the one (1) year validity period of the Consignment Agreement to replenish depleted stocks due to unforeseen or fortuitous events duly certified by the Benguet General Hospital Consignment Committee (BCC) and approved by the Head of Procuring Entity (Governor);
- A.5 All deliveries of Consigned Items shall be covered in a prescribed form;
- A.6 The Consigned Items delivered to the Hospital shall be inspected and reviewed by the duly designated authorized inspectors of the Benguet General Hospital;
- A.7 The Delivery Receipt covering each delivery shall be supported by a Certificate of Analysis as certified by an independent laboratory or official of the Quality Control Department of the manufacturer of the drugs and medicines specifically indicating therein in the same batch/lot numbers covered in the Delivery Receipt. The same information shall appear on the invoices issued by the Consignor for billing purposes;
- A.8 The Consignee shall apply the zero-inventory concept by turning over all unused stocks to the Consignor within seven (7) days after each of the quarters covered in the Agreement or within the following day from the receipt of the Replenishment Goods, to avoid stock availability gaps. The drugs and medicines returned shall be covered with appropriate invoices.
- A.9 No items shall be accepted by duly designated authorized inspectors of Benguet General Hospital with expiration dates of less than twelve (12) months from the date of the delivery.
- A.10 Stock ledger cards shall be maintained and updated on a daily transactional basis.
- A.11 Any loss of Consigned Good arising from fortuitous events beyond the control of the Consignee shall relieve the same from any responsibility. However, losses due to negligence arising from theft or pilferage, the pharmacist / custodian on duty, and those staff physically present within the immediate vicinity of the incident, including the security guards shall be held liable if found negligent in administrative proceedings after due process;

**B. Quality Assurance**

- B.1 Random sampling of consigned goods may be undertaken during deliveries only as a post market surveillance requirement. It shall be witnessed by the representative from the Consignor and shall be executed by an authorized inspector of the Benguet General Hospital;
- B.2 The Consignor shall promptly replace the sampled goods without cost to Benguet General Hospital;
- B.3 The BeGH Consignment Committee shall endorse the sampled goods to the DFA for testing;
- B.4 Testing fees charged by the DFA shall be borne by the Consignor;

### **C. Other Provisions**

- C.1 Title. The ownership of and legal and beneficial title to the products shall be the Consignor's until the products have been used, dispensed or sold by the Consignee. The Consignee shall be responsible for the care and custody of the items delivered by the Consignor;
- C.2 Delivery. Deliveries of items for consignment shall be in accordance with the terms and conditions specified at the Consignment Order. Unless specified in the CO, delivery shall be done within fifteen (15) days from receipt of the Consignment Order. Failure to deliver within the specified period without justifiable reason shall cause the cancellation of the CO;
- C.3 Sale/ Dispensing of Items. The Consignee shall provide appropriate storage facilities for the products and shall observe the "First Expiry First Out" in the use and dispensing or sale of the same;
- C.4. A consignor shall not assign any of its rights or obligations under the Consignment Agreement without prior consent of the Consignee;
- C.5 Neither party shall be liable for any failure to perform its obligations under the Consignment Agreement where such failure is due to Acts of God or any cause beyond the reasonable control of the party. Where applicable, the party shall make all reasonable efforts to comply with its obligations or must promptly resume compliance with its obligations. In case of loss arising from pilferage and/or theft while in the custody of the Consignee, the Consignee shall be liable for the monetary value of the lost or stolen items. Losses of Consigned Items before acceptance in writing by the Consignee shall be shouldered by the consignor;
- C.6 Should any of its products be banned by competent authorities or has expired or has been declared not suited for use and dispensing, the Consignor has the obligation to inform the Consignee and recall the items at no cost to the latter. The Consignee has also the right to inform the Consignor and cause the withdrawal of banned, reclassified and expired items declared unfit for use and consumption without cost on its part;
- C.7 Legal claims and Venue of Action. The Consignor shall be free from any liabilities 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 from the use of the Consigned Goods. Furthermore, the venue for any legal action or suit arising from the Consignment Goods shall be exclusively in the Benguet Province;

  
**BRIAN J. CRISPIN**  
**BAC Chairperson**