

Republic of the Philippines  
Department of Health  
Cagayan Valley Regional Office  
**REGION II TRAUMA AND MEDICAL CENTER**



**BIDS AND AWARDS COMMITTEE**

**SUPPLEMENTAL/BID BULLETIN NO. 2**

***Bidding for the Procurement of various Furniture and Fixtures with Identification No. R2TMC-BAC2-2023-29***

In response to the issues below, this Bid Bulletin is issued to modify or amend the Bid Documents. This shall form an integral part of the Bid Documents.

1. Under Special Conditions of Contract, GCC Clause 1, the following shall be included:
  - *“Notices such as clarification, request for consideration, protest and all other notices shall be sent officially by electronic mail (e-mail). Bidder shall be deemed notified after 24 hours of sending the e-mail notification.”*

On receipt of the approved Purchase Order

- Approved Purchase Order for the Winning bidder shall be sent officially by electronic mail (e-mail). Winning Bidder shall be deemed notified after 24 hours of sending the e-mail notification. The Bidder shall sign the “Conforme” part of the approved Purchase Order **with complete name, signature, and date** and send back to R2TMC through the Procurement Office within five (5) calendar days upon receipt of email notification. Failure to accomplish the said requirement shall be considered as **refusal to enter into contract** with R2TMC, of which this is a violation under Section 69 of RA 9184, to wit:

*Section 69. Imposition of Administrative Penalties*

*69.1 In addition to the provisions of Rules XXI and XXII of this IRR, the HoPE, subject to the authority delegated to the BAC, if any, shall impose on bidders or prospective bidders, the administrative penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the competitive bidding process, as well as disqualification from further participating in the competitive bidding being undertaken by the Procuring Entity concerned, where applicable, for the following violations:*

*a) Submission of eligibility requirements containing false information or falsified documents.*

*b) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the*

*outcome of eligibility screening, or any other stage of the competitive bidding.*

*c) Allowing the use of one's name, or using the name of another for purposes of competitive bidding.*

*d) Withdrawal of a bid, or **refusal to accept an award, or enter into contract with the Government** without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.*

*e) Refusal or failure to post the required performance security within the prescribed time.*

***f) Termination of the contract due to the default of the bidder.***

*g) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.*

*h) Any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor.*

*i) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.*

*69.2 In addition to the penalty of suspension, the bid security or the performance security posted by the concerned bidder or prospective bidder shall also be forfeited.*

- With the above provision, R2TMC has the right to impose administrative penalties.

#### On Inspection and Delivery of GOODS

- Delivery of the GOODS shall be made by the Supplier within the specified number of days as indicated in the approved Purchase Order
- All deliveries and inspection of GOODS shall be made from 8:00AM-11:30AM and 1:00PM-4:30PM at Region II Trauma and Medical Center Materials Management Office. **No deliveries shall be made after office hours, Saturdays, Sundays, and Holidays.**
- All deliveries must be coursed through the Materials Management Section for proper acceptance and inspection by concerned personnel.
- All deliveries shall be supported by Delivery Receipts and Sales Invoices. Suppliers shall present the original and duplicate copy of Sales Invoice and Delivery Receipt with the information as indicated in the approved Purchase Order (item description, quantity, unit, unit cost and total cost, purchase order number and date).

- The REGION II TRAUMA AND MEDICAL CENTER may reject any GOODS or any part thereof that fail to conform with the specifications.
- Winning Bidder shall notify Materials Management Section on the scheduled date of delivery.

On Delays in the Supplier's Performance

- If delays are likely to be incurred, the supplier must notify R2TMC in writing indicating the Purchase Order number. It must state therein the cause/s and duration of the expected delay. R2TMC may grant time extensions, at its discretion, if based on meritorious grounds, without or with liquidated damages of one-tenth (1/10) of one percent (1%) of the cost of the "unperformed portion" for every day of delay.
- In all cases, the request for an extension should be submitted to the office of the Medical Center Chief before the lapse of the original delivery date.
- Cancellation of deliveries shall be a ground for Termination of Contract for Default for failing to perform obligation under the Contract, as per Annex "I" of the 2016 Revised Implementing Rules and Regulations of RA 9184 or the Guidelines on Termination of Contract, to wit:

***GROUND FOR TERMINATION OF CONTRACTS***

***A. Termination for Default (In contracts for Goods)***

*The following are grounds for termination of contract for default*

- a) Pursuant to Sec. 68 of the 2016 revised IRR, the Procuring Entity may terminate the contract when outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;*
- b) Pursuant to Sec. 68 of the 2016 revised IRR, the Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or*
- c) **The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation/s under the Contract.***

- R2TMC shall impose administrative penalty as per Section 69 of RA 9184.

2. Under sealing and marking of bids, please refer to the final instructions as follows:

Each Bidder shall submit one (1) original copy of the technical components of its Bid sealed in one envelope marked as "ORIGINAL -

TECHNICAL COMPONENT” and the financial components of its Bid sealed in one envelope marked as “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer *PINK* Expanded envelope marked “ORIGINAL BID”.

**Submit additional two (2) photocopies** of the technical and financial components of its Bid similarly sealed, duly marked the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ – FINANCIAL COMPONENT”, sealing them all in an outer *PINK* Expanded envelope marked “COPY NO. \_\_\_\_

These envelopes containing the ORIGINAL and the COPIES shall then be enclosed in one single *PINK* Expanded envelope.

  
**EDITHA V. AGUINALDO, MPA, MBA**  
Chairperson, Bids and Awards Committee 2

Posted: June 2, 2023

EVA/mdl