

*The Barbados Drug Service
Ministry of Health*

*Supplementary
Tender Document
Terms and Conditions*

*for the Supply of Drugs and Related Items
for
Maximum Price Contract
(MPC) # 39
April 1, 2020 to March 31, 2022*

GOVERNMENT OF BARBADOS

MINISTRY OF HEALTH

BARBADOS DRUG SERVICE

TENDER DOCUMENT ON A MAXIMUM PRICE CONTRACT

Relative to the supply of drugs and related items and services in Barbados.

Company Name and Address (to be completed by the tenderer)

PERIOD OF CONTRACT:

April 1, 2020 to March 31, 2022 inclusive.

CLOSING DATE OF TENDER

August 26, 2019 at 16:00 hours

ADDRESS TO:

Chairman,
Drug Tenders Committee,
Barbados Drug Service,
6th floor Warrens Towers II,
Warrens,
St. Michael,
Barbados, W.I.

A. INVITATION TO TENDER: Tenders are invited for the supply of drugs and related items under a Maximum Price Contract (MPC) for the above stated period of contract.

The Tender Document is comprised of an Invitation to Tender, Instructions to Tenderer, Tender by Supplier, Acceptance of Tender, Quotation Form and the terms, conditions, definitions and explanatory notes printed thereon or attached thereto.

OFFICIAL TITLE	DATE	SIGNATURE
DIRECTOR BARBADOS DRUG SERVICE	July 25th 2019	

B. INSTRUCTIONS TO TENDERER:

- (1) Install and update the Tender Response Program as instructed in the documentation labeled **'INSTALLATION OF THE BDS TENDER RESPONSE PROGRAM'** (located on Tender Response Update Files CD). Your Tendered Records must be submitted as an electronic file on compact disc or other electronic media as

instructed in the enclosed documentation labeled '**BDS TENDER MANAGEMENT SYSTEM USER MANUAL**' (located on Tender Response Update Files CD).

- (2) The following shall constitute your tender:
- a) The **TENDER DOCUMENT ON A MAXIMUM PRICE CONTRACT pages one to six**, in duplicate, with all sections, and paragraphs completed, as indicated, and appropriately signed.
 - b) The **TENDERED RECORDS**, a consolidated report of your 'offers to supply' showing the item's name, package size and price. It should be sorted by generic category. This report is to be printed from the Tender Response Program in duplicate with each page signed by an authorized representative and bear the company's stamp.
 - c) A compact disc or other electronic media containing your **TENDERED RECORDS** which were exported from the Tender Response Program.
 - d) The **APPENDIX REPORT** in duplicate, printed from the Tender Response Program.
 - e) A copy of product formulations where applicable.
 - f) Any other document as required by the Government of Barbados.

Submit the Tender in a sealed envelope or package marked "Tender for the Supply of Drugs and Related Items". It is to arrive at the Barbados Drug Service on or before the stated closing date and time.

- (3) Under separate cover you are required to submit your latest product information sheets, descriptive catalogues and/or samples.
- (4) Telephonic or telegraphic quotations will not be accepted.
- (5) The Government of Barbados reserves the right to reject in whole or in part any tender, and does not bind itself to accept the lowest or any tender. A tender which does not comply with the term or conditions may be refused consideration.
- (6) This Tender Document does not constitute an order for a supply except as provided in (D) below.

C. TENDER BY SUPPLIER: We, as supplier, [See Rule 40 of the Financial Administration and Audit (Drug Service) Rules, 1980] hereby tender to supply on a Maximum Price Contract under the terms and conditions of this Tender Document, the drugs, drug products and related items in its Tendered Records, the original and duplicate of which are signed by us and returned herewith.

In direct relation to our Tender, we inform you and certify that:

- (1) By arrangement with us, our products are stocked and represented in Barbados by (company name, address, telephone no., and contact persons).

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- (2) Shipments to Barbados of products listed in this document shall be made from the following address(es):

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- (3) Additional to internal manufacturing and quality controls, quality control testing of the product(s) herein is certified by (company name and full address):

.....

.....

.....

- (4) Each product being tendered herein is registered for distribution and is freely sold in the country of origin (state country)..... and only portions of certified batches actually being so marketed will be shipped to Barbados under Contract:

Certify by signature:

(Title of Official):

- (5) Each product being tendered herein is currently marketed in Barbados.
- (a) Products not currently marketed are to be designed NPM (not presently marketed) on the quotation sheets.
- (b) Note: A certificate of a Pharmaceutical Product moving in International Commerce may be requested.
- (6) Should we be required to provide a surety for the performance of the contract, this will be done by way of (refer to #G(18) relative to method and state full particulars applicable to your choice):

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.....

.....

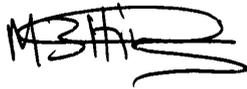
Further, we state our understanding that upon our tender for one or more of the drugs or drug products being accepted as certified to by your signing of Section D of this Tender Document such acceptance combined with our signature hereunder in this Section C shall constitute a contract binding upon both parties and the terms and conditions pertain from the opening date of the period stated:

NAME AND TITLE OF COMPANY OFFICER	DATE	SIGNATURE

D. ACCEPTANCE OF TENDER BY BARBADOS DRUG SERVICE

The Barbados Drug Service on behalf of the Government of Barbados accepts your tender and hereby contracts with you under the terms and conditions of the Tender Document on a Maximum Price Contract for the drugs and/or drug products and/or related items specifically documented on the **“ACCEPTED QUOTATIONS FORMULARY DRUGS AND RELATED ITEMS ON MAXIMUM PRICE CONTRACT”** which will be returned to you listing the items which you have been awarded.

It is/is not a condition of this contract that you provide a surety for its performance in the sum of BDS\$......

TITLE OF OFFICER	DATE	SIGNATURE
DIRECTOR, BARBADOS DRUG SERVICE For Accounting Officer, Ministry of Health	<p>July 25th 2019</p>	

GOVERNMENT OF BARBADOS

MINISTRY OF HEALTH

BARBADOS DRUG SERVICE

E. TENDER ON A MAXIMUM PRICE CONTRACT – QUOTATION FORM

Submitted by:

Company Name and Address (to be completed by the Tenderer)

Name, Title, Sample and
Signature of Authorised
Signing Officer

PERIOD OF CONTRACT

April 1, 2020 to March 31, 2022 inclusive

CLOSING DATE OF TENDER

August 26, 2019 at 16:00 hours

ADDRESS TO:

Chairman,
Drug Tenders Committee,
Barbados Drug Service,
6th floor Warrens Towers II,
Warrens,
St. Michael,
Barbados, W.I.

Note: The Quotation Form is part of the Tender Document. Certain additional definitions and Conditions are stated below.

CERTIFICATION: I certify that the offered "Price per Package to Pharmacy ex-stock Wholesale" quoted in my/our Tender is not and will not be greater than CIF price plus the agreed-upon Landing Cost allowance and percentage mark-up allowed Barbados based Distributors.

Date

Signature

(To be completed and submitted by the Tenderer)

RE: TENDERED RECORDS OF MAXIMUM PRICE CONTRACT # 39 TENDER DOCUMENT

(1) The rules, regulations, terms, conditions and instructions of the Tender Documents have been read and are agreed to:

_____ (initial)

(2) The prices quoted are in Barbados Currency (BDS\$) _____ United States

Currency (US\$) _____ (initial one)

(3) Any difference in a product offered from the stated specification is specifically noted on the appropriate line of the Quotation Form, or where insufficient space, specifically cross-referenced in a comparative fashion on attached accompanying sheets. Other-wise, our product is in accordance with the specifications (drug, format, strength, packaging) _____ (initial)

(4) Except as otherwise specifically noted at least four month quantity of contracted product shall be available in Barbados as of the first day of the Contract Period and thereafter a continuous supply shall be available during the remainder of the Contract Period.

_____ (initial)

(5) Products offered but which are not currently marketed in Barbados are specifically noted by "NPM" (Not Presently Marketed) _____ (initial)

(6) Products available in Barbados under the Contract will be from batches approved and marketed in the country of their manufacture _____ (initial)

(7) The Tender Document is completed and submitted in duplicate: _____ (initial)

(8) The undersigned is an officer authorized to submit this Offer to Supply on behalf of the Tenderer named: _____ (initial)

Tenderer (Company)

Name of Officer
(and company if different)

Title of Signing Officer

Signature of Officer

Date

F. DEFINITIONS AND CONDITIONS

The pages containing the Tendered Records, dated, signed and submitted in duplicate by the authorised company official constitute a guarantee by the company, as the “Supplier”, that the prices quoted thereon will remain the maximum and that a continuous supply of the products will be available in Barbados from the beginning date and throughout the period of the MPC. Products having no guaranteed prices shall not be considered for Formulary listing and may not be included in other aspects of the Drug Service. Any change in the nature of an Accepted item or increase in price from that tendered without written acknowledgement of the Barbados Drug Service will be considered a voluntary withdrawal of the Supplier and his products from the Formulary and the Drug Service.

Drug Code is a Barbados Drug Service designation. It relates to a drug product or related item in the Barbados National Drug Formulary in which the classification is adaptation and extension of the American Society of Hospital Pharmacists (ASHP) Formulary Service. Tenderers knowing the 5 or 5 digit Barbados Drug Service codes for their products are invited to include them.

Drug Name and Description is by common non-proprietary (generic) designation and includes the specification of dosage format and strength of active ingredient(s). Any deviation from the described specifications is to be specifically noted by the Tenderer against his tendered product in comparative fashion and documentary literature supplied.

Note that the Supplier is required to insert the brand/trade/labeled name, if any, of the tendered product. The name of the manufacturer must also be inserted.

Standards, unless otherwise specified, are those of the B.P., B.P.C., U.S.P/N.F., EUR.P, or any other standard approved by the Director, Barbados Drug Service. A Tenderer should state the standard applicable to his product. Attention is also drawn to G(19) above.

Unless there has been a recent change in a known formulation, do not tender on other than the ingredients and strengths and formats stated except, for example, where the words ‘and/or comparable’ appear.

Package Size states the number of units in a package. If current packaging is different, the Tenderer must specify. Ampoules are to be tapered at one end only.

Intended Number of Suppliers to whom the Drug Service may issue an “Acceptance of Tender” may vary for purposes of the Formulary and according to the product. A “Tender to Supply” will be read as pertaining to an apportioned quantity (the Estimated Quantity divided by the Intended Number of Suppliers).

Estimated Quantity of Packages is an anticipated minimum amount established by the Barbados Drug Service from knowledge of previous usage over a similar period of time. The Government of Barbados guarantees to purchase during the period of the MPC, the amount estimated for government needs only. Any outstanding balances of the government guaranteed quantities will be purchased within 30 days of the conclusion of the MPC at the prices quoted in the MPC.

Quantities purchased in excess of the estimated amounts, either Government-guaranteed or the total estimated, shall continue at the accepted tendered price throughout the period of the MPC.

Delivered Price is to be stated in Barbados currency or USA currency per package size. It should be stated as either “CIF Barbados to Distributor” or “To Pharmacy, ex-stock Distributor”. The following procedure will determine the unit price for the Barbados Formulary:

Price to Local Distributor or Commission Agent – the Barbados Drug Service will add the agreed-upon Landing Cost allowance and percentage mark- up to the CIF price quoted.

Price to Pharmacy – The Barbados Drug Service will not add the wholesaling allowance and mark-up to the price quoted.

Both prices quoted – using the above procedure, the Barbados Drug Service will record the lesser Unit price of the two, if different, for purposes of accepting a Tender and/or listing in the Formulary.

Price quoted by other than a manufacturer may be subject to that manufacturer’s verification of correctness at the discretion of the Barbados Drug Service which may also undertake separate comparative studies with other countries.

MINISTRY OF HEALTH
BARBADOS DRUG SERVICE

G. TENDER DOCUMENT FOR A MAXIMUM PRICE CONTRACT (MPC)
GENERAL TERMS AND CONDITIONS

G. (1) Interpretation – Within the Ministry of Health the Government of Barbados has established the Barbados Drug Service (BDS). An authorised official of the Barbados Drug Service acts on behalf of the Minister respecting the drugs or drug products and related items to be supplied and distributed through the Maximum Price Contract process.

G. (2) Invitation to Tender is an invitation to a Supplier to submit a tender to supply drugs, drug products or related items on a Maximum Price Contract (MPC) based in accordance with terms and conditions as outlined in this document.

G. (3) Purpose of the Tender Document on a Maximum Price Contract (MPC) is to establish a MPC for certain drugs or drug products or related items:

- (a) at a fixed price (which may be lowered by the supplier);
- (b) for a fixed period of time;
- (c) for a specific package size, strength, format and quantity thereof; and
- (d) for a readily and continuously available supply in Barbados.

G. (4) Maximum Price Contract (MPC) terms and conditions are set forth below and on preceding and continuing pages of this Tender Document.

G. (5) Supplier is a distributor of pharmaceutical products of one or more manufacturer.

G. (6) Agreement to Sell (the “Tender by Supplier”) is made by the tenderer at the accepted stated CIF Barbados Price or To-Pharmacy Price, or less than such price, for items described in the Quotation Form throughout the full period of the Maximum Price Contract and for any and all quantities purchased during that period

G. (7) A Manufacturer is a person or company which manufacturers, compounds or packages a drug for wholesale in the pharmaceutical form in which it is sold by retail to the general public, but which does not include a pharmacist or pharmaceutical manufacturing, or compounding or packaging drugs on the premises where such drugs are sold by retail.

G. (8) Local Distributors or Commission Agent, (Part C(1)), is a person or company in Barbados with whom the Barbados Drug Service has entered into a contractual agreement to maintain for redistribution to pharmacies an adequate and readily available properly warehoused supply of the Accepted Product(s) of the Supplier and to deliver same on demand at a price not exceeding the total of the MPC plus contractually agreed-upon local charges plus Consumption Tax if applicable.

G. (9) Guarantee of Delivery. The supplier guarantees the availability of the accepted products in Barbados from the first day of the Maximum Price Contract (MPC) and throughout the entire period of the Contract.

G. (10) Assignment of rights and obligations, or transfers thereof, may not be made by the Supplier without the prior written approval of an authorised official of the Barbados Drug Service.

G. (11) Termination or amendment as to guaranteed purchases of a Maximum Price Contract is a right of the Ministry of Health if, for any reason whatever, a condition or obligation imposed upon the Supplier by the Maximum Price Contract is not met. The Supplier agrees to accept any ensuing costs and charges arising out of the termination or amendment of the said contract.

G. (12) Payment responsibility is accepted by the Barbados Drug Service upon being billed by the person or company named in Part C(1) respecting drugs, drug products and related items received by institutions and/or pharmacies and/or dispensaries of the Ministry of Health from said Supplier with whom the Barbados Drug Service has entered into an agreement as outlined in No. G(6) and (8) above.

G. (13) Premiums, free goods, promotional programmes or special discounts (other than those normally applied to the cash payment of an invoice) shall not be considered as part of a Tender or a Maximum Price Contract and in the event of their becoming available their value shall be reflected in a reduction of the accepted price quotation and such reduction may be claimed retroactively.

G. (14) Descriptive Literature and/or current price list to be submitted by the Supplier under separate cover appropriately marked "Descriptive Literature and/or Price List" along with his tender if such is indicated, or subsequent to it, if requested by the Director, Barbados Drug Service. In any event, it is the responsibility of the tenderer to ensure that his tendered products are clearly and factually described to the Barbados Drug Service. Any deviation from the product or packaging described on the Tendered Report is to be specially noted in the Appendix Report by the Supplier.

G. (15) Formulary means the Barbados National Drug Formulary (BNDF). This is a compilation of drugs and related items listed by non-proprietary (generic) names/titles within therapeutic categories.

G. (16) Pharmacy means a place where prescriptions, drugs, medicines, chemicals and poisons are compounded, dispensed or sold or distributed by retail.

G. (17) Delivery of Tender is to be by means of a sealed envelope or package identified on its cover by the words "Tender for the Supply of Drugs and Related Items" under the Barbados Drug Service and shall be addressed to the Chairman, Drug Tenders Committee, Barbados Drug Service, ALICO Building, Cheapside, St. Michael, Barbados to reach said office not later than 16:00 hours on the closing date of tender as stated in the Tender Document.

G. (18) Sureties for the performance of a contract may be required and, in such event, the cost shall be borne by the tenderer and may be by way of:

(a) a deposit with the Accountant General of an amount of money or securities approved by the Minister amounting to not less than 10 per cent of the amount represented by the contract;

(b) security by a bank or insurance company registered in Barbados in an amount represented by the contract;

(c) such personal sureties as the Tenders Committee approves.

G. (19) Standards: All products shall:

(a) meet the requirements of the laws of Barbados and the conditions of the contract respecting drugs, their quality, labelling, packaging.

(b) meet the requirements of the laws of the country of their origin with respect to quality, labeling and packaging.

(c) be formulated and produced in accordance with Good Manufacturing Practices enforced in the country of the drug's origin and shall meet the requirements of the official reference stated, and where such is not stated, shall meet those of the B.P., B.P.C., U.S.P./N.F., EUR.P., or any other standard approved by the Director, Barbados Drug Service.

(d) meet all other specifications as identified in the Tender Document.

G. (20) Packages Sizes shall be according to the sizes stated on the Quotation Form as completed by the Supplier and, where different, shall approximate those indicated in the Document's Quotation Form.

*G. (21) Dated Products shall have a minimum shelf life of the lesser of 24 months or three-quarters of their legal shelf life as of the date of receipt in Barbados within the Maximum Price Contract (MPC) period. The expiration date shall be clearly stated on each product supplied under MPC.

G. (22) Products not Dated shall have a minimum shelf life as in G(21) above and details respecting the Batch number and date of manufacture shall be made available to the Local Distributor for immediate provisions to the Barbados Drug Service on request.

G. (23) Labels and package inserts shall not be other than originals, and along with other descriptive material shall be in the English Language.

G. (24) Sample means a specimen or pattern of a drug or device distributed free of charge for the purpose of demonstrating the presentation, the method of use, the mode of action and the efficacy of the article presented.

G. (25) Supply in Barbados: Except as otherwise specifically noted, at least a four month quantity of the contracted product shall be available in Barbados as of the first day of the Contract Period and thereafter a continuous supply shall be available during the remainder of the Contract Period.

G. (26) Shipments from an overseas supplier shall be the responsibility of the supplier and his Barbados-based Local Distributor in all respects. Invoicing of MPC products to the Local Distributor shall be separately written by the Supplier who will also provide on request a certified copy to the Barbados Drug Service showing quantity, a lot number and date of shipment.

G. (27) Payment to a Supplier shall be the responsibility of the Local Distributor in accordance with shipments ordered and received by the latter.

G. (28) Returned Goods shall be accepted by the Supplier through his Local Distributor in accordance with normal policies and procedures mutually agreeable to the pharmacy and the Local Distributor.

G. (29) Documentation: The Supplier shall be responsible through his Local Distributor for the immediate provision to the Barbados Drug Service of a certificate of analysis with respect to each batch or lot of a product sold in Barbados under a Maximum Price Contract.

A statement of a master formulation may be requested by the Barbados Drug Service for the confidential information of the Drug Formulary Committee.

G. (30) Patents and Trade Marks registered in Barbados and/or Licences related to them must be stated on the Tender Document, and made known to the Barbados Drug Service and its Drug Tenders Committee. Failure to so state shall render the Barbados Drug Service blameless in any transactions arising from the Tender Document.

G. (31) Delisting of a Supplier

(a) It is the principle of the Barbados Drug Service programme that during the specified contract period a person/ company with whom it enters into a MPC shall be guaranteed the sale of his drug product in Barbados to the extent at least of the stated government requirement (or an apportioned amount in the event of more than one accepted Supplier) and that the lowest maximum price accepted (if more than one and if different) or subsequently lowered price shall not be undercut in the private or public sector by a person/ company whose unsuccessful tender was higher;

(b) In the case of a tender which is lower than a successful tender, and where the supplier has otherwise met the requirements and his product is acceptable as an “interchangeable pharmaceutical product” in the Formulary, such price may stand if applied and shall not be considered as undercutting during the MPC period;

(c) During the period of a MPC, a successful tender may lower the price from that tendered (and this is encouraged and expected if such occurs outside the Barbados Market) provided it is offered equally to pharmacies in the public and private sectors;

(d) Failure to supply a product which appears in the **‘ACCEPTED QUOTATIONS FORMULARY DRUGS AND RELATED ITEMS ON MAXIMUM PRICE CONTRACT’** and for which a contract has been made may constitute evidence of the withdrawal of the Supplier from the MPC of the period and additional to financial action which may be applied by the Government the said Supplier may be removed from the list of suppliers;

(e) Removal from the list of suppliers may occur where the Supplier fails to perform or abide by the terms and conditions or spirit of the Tender Document and/or the MPC generally.

G. (32) Cancellation of Contract may occur and legal proceedings instituted against a successful tenderer if it is discovered that:

(a) a contractor or his agent has offered or has given to any person gift or consideration of any kind as an inducement or reward for committing any act in relation to obtaining or the executing of the contract:

(b) he or his agent has shown favour or disfavour to any person in

relation to the contract;

(c) he or his agent has, in relation to a Government Contract, committed an offence under the Prevention of Corruption Act.

G. (33) Arbitration: In case any dispute or difference shall arise between Government and the Supplier either during the progress after completion or abandonment of the Contract as to the construction of the contract or as to any matter or thing, arising thereunder or in connection therewith, either party may forthwith give to the other notice in writing of such dispute or difference and the same shall be referred to arbitration in accordance with the Arbitration Act CAP 110 of the Laws of Barbados.

Any notice required to be given to the Supplier shall be deemed to be sufficiently given if the same is delivered by prepaid post to the Supplier's registered office or last known place of business and notice required to be given to the Government shall be deemed to have been sufficiently given if the same is delivered to the Director, Barbados Drug Service, Ministry of Health, Barbados.

G. (34) The Labour Clause (Public Contracts) Act Cap.349 in so far as it is applicable to a contract made in respect to a tender, applies.

G. (35) The Financial Administration and Audit (Drug Service) Rules apply.