



Republic of the Philippines  
Department of Finance  
**INSURANCE COMMISSION**  
1071 United Nations Avenue  
Manila




## REQUEST FOR QUOTATION

The Insurance Commission (IC), through its Bids and Awards Committee, invites all interested PhilGEPS registered suppliers to submit their lowest price quotations/bid proposals on the items listed below, subject to attached Terms of Reference (TOR):

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>Approved Budget for Contract</i>
Administration of Mandatory Drug Testing for the Insurance Commission for CY 2017 (Purchase Request No. 2017-10-366)	224 pax	Seventy Thousand Pesos (PhP70,000.00)

Please use the attached **Reply Slip Form** in submitting price quotations to the IC Office or through email or fax at the contact information indicated below. The deadline of submission of the proposal/quotation is 10 **October 2017, 12:00NN**.

**Contact person:** Cez Martina C. Bandoquillo, IC Administrative Officer II  
**Office Address:** 2<sup>nd</sup> Floor, Human Resource Division IC Building, 1071 United Nations Avenue, Ermita, Manila  
**Telephone Nos.:** 523-8462 to 70 loc 106, 524-3548  
**E-mail:** hr@insurance.gov.ph

  
**REVELYN R. MOJICA**  
IC Division Manager  
Human Resource Division



**TERMS OF REFERENCE**

**Administration of Mandatory Drug Testing for the Insurance Commission for CY 2017**

**I. Approved Budget for the Contract**

The bid price/s should not exceed the Approved Budget for Contract (ABC) inclusive of 12% VAT and all other applicable taxes and charges:

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>ABC</i>
Administration of Mandatory Drug Testing for the Insurance Commission for CY 2017 (Purchase Request No. 2017-10-366)	224 pax	Seventy Thousand Pesos (Php70,000.00)

Bids received in excess of the ABC shall be automatically disqualified during evaluation.

Bid Price must be valid **until 31 December 2017** and should not be subject to change/increase during contract implementation.

**II. Mode of Procurement**

The mode shall be Negotiated Procurement – Small Value Procurement as provided under Section 53.9 and Annex “H” of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, otherwise known as the *Government Procurement Reform Act*.

**III. Technical Specifications**

		<i>Minimum Requirements</i>
<b>1</b>	<b>Service Provider</b>	The Service Provider must be an <b>accredited laboratory by the Department of Health (DOH)</b> to conduct drug screening and confirmatory drug tests on illegal drugs including, but is not limited to, Metamphetamine (Shabu) and Tetrahydrocannabinol (THC/Marijuana).
<b>2</b>	<b>Mandatory Drug Tests</b>	An <b>on-site drug screening</b> shall be conducted on an <b>unannounced schedule</b> to be arranged

		<b><i>Minimum Requirements</i></b>
		<p>between IC's authorized representative/s and the Service Provider.</p> <p>A <b>confirmatory test</b> shall be performed with no additional costs to IC for each specimen found to be presumably positive for presence of illegal drugs specified in the TOR after the mandatory on-site drug screening.</p>
<b>3</b>	<b>Scope of Test</b>	<p>The scope of the mandatory on-site drug screening and the confirmatory tests must primarily include:</p> <ol style="list-style-type: none"> <li>1. <b>Metamphetamine (Shabu)</b></li> <li>2. <b>Tetrahydrocannabinol (THC/Marijuana)</b></li> </ol>
<b>4</b>	<b>Confidentiality</b>	<p><b>All details pertaining to the administration of the mandatory on-site drug screening and the confirmatory tests including, but not limited to, test date/schedule and results, shall be treated with <u>strict confidentiality</u>.</b></p> <p>The Service Provider shall only coordinate or disclose such details only with the authorized representative/s of IC.</p>
<b>5</b>	<b>Compliance to Relevant Rules and Regulations</b>	<p>The Service Provider shall <b>ensure compliance with the rules and regulations imposed by the DOH and Dangerous Drugs Board</b> including, but is not limited to, compilation of consent and chain of custody form, adherence to the chain of custody and procedures for preserving specimens, and treatment of all medical records with strict confidentiality.</p>

**IV. Schedule of Requirements**

		<b><i>Minimum Requirements</i></b>
<b>1</b>	<b>Mandatory On-Site Drug Testing</b>	
	Duration	<p>The Service Provider shall conduct a <b>one-day mandatory on-site drug screening for a minimum of 224 IC personnel</b>, on a date agreed upon by the Service Provider and IC upon awarding of Contract.</p>

		<b>Minimum Requirements</b>
	Test Site	The Service Provider shall <b>set-up a temporary clinic</b> for the mandatory on-site drug screening at the Insurance Commission Office with address 1071 United Nations Avenue, Ermita, Manila.
	Medical Supplies and Paraphernalia	The Service Provider shall provide all medical supplies/paraphernalia and equipment to be used in the administration of the drug test, processing of specimens and analysis of results.
	Medical Team	<p>The Service Provider shall deploy a medical team to administer the mandatory on-site drug screening.</p> <p>All personnel of the medical team must be in proper attire and protective gear (i.e. surgical gloves and/or face masks) during the administration of test. They shall also wear their company ID for proper identification.</p>
	Administration	<ul style="list-style-type: none"> <li>• Upon registration, the medical team shall <b>conduct biometric finger print scanning and picture taking of the employee</b> to be uploaded to the Integrated Drug Test Operation and Management Information System (IDTOMIS) of the DOH.</li> <li>• Each employee shall be accompanied by a specimen collector from the medical team during the collection of the urine specimen.</li> <li>• The Service Provider and its medical team shall be responsible in the proper handling of specimens collected.</li> </ul>
	Test Results	<ul style="list-style-type: none"> <li>• For specimen/s found to be negative, printed copy of results shall be provided to the IC within the following period from the administration of the on-site drug screening: <ol style="list-style-type: none"> <li>1. <b>Summary of Results</b> – within three (3) to five (5) days</li> <li>2. <b>Individual Results</b> – within ten (10) to fifteen (15) days</li> </ol> </li> <li>• <b>All results shall be treated with <u>strict confidentiality</u> and shall only be submitted to the authorized</b></li> </ul>

		<b>Minimum Requirements</b>
		<p><b>representative/s of the IC and not to the person/s so tested.</b></p> <ul style="list-style-type: none"> <li>• Specimen/s with positive results shall undergo confirmatory test.</li> </ul>
	<p>Administration for absentees and District Office personnel</p>	<ul style="list-style-type: none"> <li>• <b>For IC personnel who failed to attend the mandatory on-site drug screening:</b></li> </ul> <p>Should any IC personnel fail to avail of the mandatory on-site drug screening, he/she shall be accommodated at any branch of the Service Provider for drug testing.</p> <p>Tests results of said personnel shall be issued directly to the authorized representative/s of the IC and not to the person so tested <b>within ten (10) to fifteen (15) days</b> after the conduct of the drug test.</p> <p>Confirmatory test shall likewise be conducted, if applicable, as provided in this TOR.</p> <ul style="list-style-type: none"> <li>• <b>For personnel of the District Offices in Cebu and Davao:</b></li> </ul> <p>All personnel of the Cebu and Davao District Offices shall be accommodated at any branch of the Service Provider to conduct the mandatory drug screening at any given date/s <b>until 31 December 2017</b>. The IC shall properly coordinate with the Service Provider the schedule of the drug tests.</p> <p>Tests results of said personnel shall be issued directly to the authorized representative/s of the IC and not to the person so tested <b>within ten (10) to fifteen (15) days</b> after the conduct of the drug test.</p> <p>Confirmatory test shall likewise be conducted, if applicable, as provided in this TOR.</p>

		<b>Minimum Requirements</b>
<b>2</b>	<b>Confirmatory Test</b>	
	Administration	The Service Provider shall automatically send out all screened specimen/s found to be presumably positive to an accredited DOH laboratory for confirmatory test. Expenses for the confirmatory test shall be shouldered by the Service Provider.
	Test Results	<ul style="list-style-type: none"> <li>• Results of confirmatory test shall only be provided to the authorized representative/s of the IC and not to the person so tested, <b>within thirty (30) days</b> from the conduct of the confirmatory test.</li> <li>• <b>Specimen/s found to be positive after the confirmatory test must be kept by Service Provider in a proper storage for fifteen (15) days, in case the person so tested challenges the result.</b></li> </ul>

#### V. Eligibility Documents Required for Awarding of Contract

All bidders shall be required to submit a Certified True Photocopy of each of following documents, unless otherwise specified, together with their Reply Slip Forms:

1. Proof of PhilGEPS Registration Number;
2. Business Registration Certificate from Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA), whichever is applicable;
3. Mayor's Business Permit;
4. Certificate of Tax Registration from Bureau of Internal Revenue;
5. Latest Income/Business Tax Return;
6. Notarized Omnibus Sworn Statement (1 Original Copy, use attached template/format); and
7. Certification/License to Operate as an accredited laboratory to conduct screening and confirmatory drug tests on Metamphetamine (Shabu) and Tetrahydrocannabinol (THC/Marijuana), among others, issued by the Department of Health

The Lowest Calculated Bidder (LCB) shall be requested to present the original copies of the documents for verification/validation.

#### VI. Terms of Payment

The Service Provider may issue a billing statement for every batch of test results comprising of at least thirty (30) individuals. The IC shall only pay for the **actual number** of employees who underwent drug testing.

The payment for the service rendered shall be made within thirty (30) days after the complete delivery, acceptance of the service, and issuance of billing statement by the Service Provider. **Acceptance of the service shall include the delivery of test results within the specified period provided in this Terms of Reference.**

The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.

## **VII. Limitation of Liability**

Subject to the Insurance Commission's obligation to pay the price due to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Terms of Reference or the performance or observance of its obligations under this Terms of Reference and every applicable part of it shall be limited in aggregate to the Price.

## **VIII. Termination of Contract**

A. The agreement between the IC and the Service Provider shall be effective upon its approval by the former and acceptance by the latter, and shall continue, unless terminated sooner or until the completion date and completion of issues to be delivered.

It is understood that the Contract Agreement shall be effective **until 31 December 2017.**

B. Either Party may terminate the agreement upon notice in writing if the other is in breach of any material obligation contained in this Terms of Reference, which is not remedied (if it is capable of being remedied) within five (5) days of written notice from the other Party so to do.

C. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **IX. Liquidated Damages**

Liquidated damages under Section 3, Annex D, of the 2016 RIRR of RA 9184 to delivery of service within specified Schedule of Requirements shall apply.

## **X. Miscellaneous**

A. The failure of either party to enforce its rights based on the agreement under this Terms of Reference at any time for any period shall not be construed as a waiver of such rights.

- B. If any part, term or provision of this Terms of Reference is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
- C. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Terms of Reference if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- D. It is understood that all the relevant provisions of the Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (RIRR) shall apply, govern, and complement the agreement arrived at under this Terms of Reference.

**XI. General Conditions of the Contract**

- A. All entries in the quotation must be typewritten in company's letterhead, duly signed by the Service Provider or its duly authorized representative.
- B. All bids shall include all applicable taxes and shall be considered as fixed prices. Same shall not be subjected to price escalation during contract implementation.
- C. For verification purposes, the bidder with the lowest bid shall be required to present the original copy of the required documents upon submission, specified in Item V of the Terms of Reference, as appropriate.
- D. The IC reserves the right to reject any or all Quotations/bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.

  
**REVELYN R. MOJICA**  
IC Division Manager  
Human Resource Division



REPLY SLIP

**Name of Supplier** : \_\_\_\_\_  
**Address** : \_\_\_\_\_  
\_\_\_\_\_  
**Business Registration No.:** \_\_\_\_\_  
**Tax Identification No.** : \_\_\_\_\_  
**PhilGEPS Registration No.:** \_\_\_\_\_

After having carefully read and accepted the provisions under the Terms of Reference for the **Administration of Mandatory Drug Testing for the Insurance Commission for CY 2017**, I/we quote you on the item at prices noted below:

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>Total Cost</i>
<b>Administration of Mandatory Drug Testing for the Insurance Commission for CY 2017</b> (Purchase Request No. 2017-10-366)  Note: 1. Total cost should not exceed ABC of <b>Seventy Thousand Pesos (PhP70,000.00)</b> inclusive of 12% VAT and all other applicable taxes and charges.  2. Price quotation is inclusive of 12% VAT and all other applicable taxes and charges.	<b>224 doses</b>	

\_\_\_\_\_  
Signature Over Printed Name of Supplier/  
Authorized Representative

Position: \_\_\_\_\_

Date: \_\_\_\_\_