

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 and/or service providers to submit their lowest price quotations/bid proposals on the item listed below, subject to attached Terms of Reference (TOR):

Item and Description	Quantity and Unit	Approved Budget for Contract
ONE (1) YEAR SUBSCRIPTION TO TALENT ASSESSMENT TOOL WITH SUPPORT SERVICES (Purchase Request No. 2018-09-315)	One (1) Lot	Three (3) Hundred Thousand Pesos (Php300,000.00)

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 25 September 2018, 12:00NN.

Contact person: Roan Agnes R. Silvestre, 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: rar.silvestre@insurance.gov.ph; hr@insurance.gov.ph

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IC Division Manager Human Resource Division

# TERMS OF REFERENCE

# ONE (1) YEAR SUBSCRIPTION TO TALENT ASSESSMENT TOOL WITH SUPPORT SERVICES

#### I. Approved Budget for the Contract

No quotation shall be accepted if it exceeds the Approved Budget for Contract (ABC) for the project, and it must be inclusive of 12% VAT and all other applicable charges and taxes:

Unit	for Contract
(1) Lot	Three Hundred Thousand Pesos (Php300,000.00)

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

Bids must be valid for thirty (30) days upon submission 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

At the minimum, the supplier and/or provider must be able to provide assessment tools designed for cognitive ability, job-related skills, and leadership measures. The tool must be able to measure and display results *indicative* of applicant fitness and/or competency with the following minimum full features:

Types of Assessment Available				
Classification	Description of Scales Measured			
Ability	Verbal Reasoning, Numerical Reasoning, Logical Reasoning Test items must be categorized in <i>20 levels</i> .			
Personality	Authority, Concern for Others, Independence, Trust, Self Confidence, Self Control, Self Tolerance, Competitiveness, Decisiveness, Energy, Assertiveness, Influence, Social Assuredness, Social Sophistication, Adaptability, Analytical,			

Types of Assessment Available				
Classification	Description of Scales Measured			
	Compliance, Innovative, Dependability, Detail Orientation Integrity, Organized, Social Desirability			
Skills	Must cover various hard skills test applicable to different primary job roles. Report generated must categorize skill proficiency from <b>Beginner, Intermediate, or Expert</b> level.			
Leadership	Numerical Reasoning, Analytical, Development, Team Orientation, Energy, Authority, Dependability, Detail Orientation Initiative and Situational Judgment.			
Job Fit	Travel, Management, Creativity, Risk, Influence, Planning Variety, Serve Others, Compliance			
Culture Match	Egalitarian, Idealistic, Adventurous, Creative, Unconventional Achiever, Wise, Caring, Transformative, Sociable, Structured Playful			

General Sco	ope of Work
1	Provision of assessment tool with functions for administration, scoring, and interpretation of extensive range of occupational assessments.
2	The tool shall cover minimum of 500 assessments which shall be available for the IC for use for a period of at least one (1) year from date of <b>contract approval</b> . Any assessment credits in excess of the supplier's total quoted quantity shall be made available at the same quoted price within at least 1 year from said approval. <b>Unused credits shall be made available for use until</b> <b>at least three (3) months from expiration of contract.</b>
3	The tool must allow administrator to access data and reports anywhere.
4	The tool must be accessible through an online facility within the IC premises and guaranteed 100% cloud-based by its creator, owner, and/or publisher.
5	Immediate scoring and reporting must be available for all assessments. The results shall be provided to the IC not more than thirty (30) minutes after completion of examinations.
6	Usage monitoring summary shall be sent on a regular basis for tracking.
7	Candidate data should be provided at the end of the contract duration. Test taker data may be recovered over time using an organized data sheet.
8	The assessment tool can be readily integrated to other HR solutions/systems, including, but not limited to, Job portals, HRIS, and performance management system.

eneral Sco	pe of Work
9	The supplier must provide constant update on development of new assessments and reports through research ensuring high standards, reliability, validity and fairness.
10	The tool must facilitate no replication of test items.
11	The tool must have high security measures.
12	Training on the administration and/or use of the system must be available to IC upon request, free of charge.
13	On-site and off-site technical support must be available.
14	The IC shall have sole access to the assessment data. Any information that IC furnishes to the supplier and/or provider must be guaranteed confidential and shall not be disclosed in any manner and to any person without IC's prior consent.
15	Access links and generated reports shall only be sent to designated IC contact person.
16	Whenever necessary, the supplier shall provide assistance in the creation of benchmarks or assessment patterns for each position or position levels without additional cost. Moreover, the supplier shall provide the IC a complimentary return-on-investment study which shall include an analysis on the impact of utilizing job-matching assessment tools in human resource activities and correlation of job match percentages to the actual performance of the candidates.

Qualifications of Supplier and/or Service Provider		
1	Duly registered with the PhilGEPS	
2	Holder of a valid business license from relevant government agencies	
3	At least three (3) years in the field of industrial psychological testing	
4	Has provided psychological testing programs to national government agencies for at least three (3) successive years immediately prior to the deadline of submission of quotation.	
5	Has international presence and/or partnership	
6	Must be able to provide certification that the assessment tool is accredited by at least one (1) international psychological association.	

Required Technical Supporting Documents				
1	The supplier and/or service provider must be able to attach certification or any proof issued by the creator, owner, and/or publisher showing that the tool is cloud-based.			
2	The supplier and/or provider must be able to provide a certification or written proof from the creator, owner, and/or			

# **Required Technical Supporting Documents**

publisher of the tool stating that it is a form of computerbased test that adapts to the examinee's ability level, i.e. the next item or set of items selected to be administered depends on the correctness of the test taker's responses to the most recent items administered.

#### IV. Schedule of Requirements

Delivery shall be made within fifteen (15) calendar days upon receipt of the Notice to Proceed or Purchase Order.

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

All bidders shall be required to submit the following documents, together with their Reply Slip Forms:

- 1. Proof of PhilGEPS Registration Number (1 Certified True Photocopy);
- Business Registration Certificate from Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA), whichever is applicable (1 Certified True Photocopy);
- 3. Mayor's Business Permit (1 Certified True Photocopy);
- Certificate of Tax Registration from Bureau of Internal Revenue (1 Certified True Photocopy);
- 5. Latest Income/Business Tax Return (1 Certified True Photocopy);
- Notarized Omnibus Sworn Statement as amended under GPPB Resolution No. 22-2013 (*template attached*)

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

#### VI. Terms of Payment

The payment for the service rendered shall be made within thirty (30) days after the complete delivery and acceptance of the items and issuance of billing statement by the supplier.

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

#### VII. Limitation of Liability

Subject to the Insurance Commission's obligation to pay the price due to the Supplier, 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 Insurance Commission and the Supplier 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.
- 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 No. 9184 to deliver goods within specified delivery schedule shall apply.

#### X. Guarantee

The supplier and/or service provider must guarantee 100% availability or accessibility of the tool at all times through secured online facility. If the tool becomes unavailable for a minimum of two (2) successive days for unreasonable cause, IC shall have the option to cancel the contract with the supplier. In which case the IC shall be entitled to full refund in the amount of remaining assessment credit multiplied by Php 600.00.

As far as practicable IC shall be notified in advance should any problem and/or issue related to the inaccessibility of the tool occurs.

#### XI. 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.

#### XII. General Conditions of the Contract

- A. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative.
- B. Price validity shall be for a period of 30 days from submission of quotation.
- C. 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.
- D. 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.
- E. 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.

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IC Division Manager Human Resource Division

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## REPLY SLIP

Name of Supplier	:		
Address	: _		
Business Registratio			
Tax Identification No.	. : _		
PhilGEPS Registratio	n No.:		

After having carefully read and accepted the provisions under the Terms of Reference for the **ONE (1) YEAR SUBSCRIPTION TO TALENT ASSESSMENT TOOL WITH SUPPORT SERVICES** (Purchase Request No. 2018-09-315), I/we quote you on the item at prices noted below:

Item and Description	Quantity and Unit	Total Cost
ONE (1) YEAR SUBSCRIPTION TO TALENT ASSESSMENT TOOL WITH SUPPORT SERVICES (Purchase Request No. 2018-09-315)	1 Lot	
<u>Note:</u> Total cost should not exceed ABC of Three Hundred Thousand Pesos (Php300,000.00) inclusive of 12% VAT and all other applicable taxes and charges.		

Signature Over Printed Name of Supplier/ Authorized Representative

Position:

Date:

#### REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

#### 1. Select one, delete the other:

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

#### 6. Select one, delete the rest:

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*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree:

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_ at , Philippines.

Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of [month] [year].

#### NAME OF NOTARY PUBLIC

Serial No. of Co	mmissi	on	
Notary Public fo	r	until	
Roll of Attorney	's No.		
PTR No.	[date ]	issued], [place issued]	
IBP No.		issued], [place issued]	

Doc. No. \_\_\_\_\_ Page No. \_\_\_\_\_ Book No. \_\_\_\_\_ Series of \_\_\_\_\_

\* This form will not apply for WB funded projects