



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 2019 (Purchase Request No. 2019-05-160)	251 pax	Seventy-Five Thousand Four Hundred Sixty-Six Pesos and 67/100 (PhP75,466.67)

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 04 June 2019, 12:00NN.

- Contact person** : Cez Martina C. Bandoquillo
IC Administrative Officer II
Human Resource Division
- Office Address** : 2nd Floor, Human Resource Division IC Building,
1071 United Nations Avenue, Ermita, Manila
- Telephone Nos.** : 523 84 61 to 70 loc. 106, 524 35 48
- E-mail** : hr@insurance.gov.ph

REVELYN R. MOJICA
 IC Division Manager
 Human Resource Division



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TERMS OF REFERENCE

Administration of Mandatory Drug Testing for the Insurance Commission for CY 2019

I. Approved Budget for the Contract

The bid price/s should not exceed the Approved Budget for Contract (ABC) for the project 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 2019 (Purchase Request No. 2019-05-160)	251 pax	Seventy-Five Thousand Four Hundred Sixty-Six Pesos and 67/100 (PhP75,466.67)

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

Bid Price must be valid **until 31 December 2019** 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>
1	Service Provider	The Service Provider must be an accredited laboratory by the Department of Health (DOH) to conduct drug screening and confirmatory drug tests on illegal drugs including, but is not limited to, Metamphetamine (Shabu) and Tetrahydrocannabinol (THC/Marijuana).

		<i>Minimum Requirements</i>
2	Mandatory Drug Tests	<p>An on-site drug screening shall be conducted on an unannounced schedule to be arranged between IC's authorized representative/s and the Service Provider.</p> <p>A confirmatory test 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>
3	Scope of Test	<p>The scope of the mandatory on-site drug screening and the confirmatory tests must primarily include:</p> <ol style="list-style-type: none"> 1. Metamphetamine (Shabu) 2. Tetrahydrocannabinol (THC/Marijuana)
4	Confidentiality	<p>All details pertaining to the administration of the mandatory on-site drug screening and the confirmatory tests including, but is not limited to, test date/schedule and results, shall be treated with <u>strict confidentiality</u>.</p> <p>The Service Provider shall only coordinate or disclose such details only with the authorized representative/s of IC.</p>
5	Compliance to Relevant Rules and Regulations	<p>The Service Provider shall ensure compliance with the rules and regulations imposed by the DOH and Dangerous Drugs Board 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

		<i>Minimum Requirements</i>
1	Mandatory On-Site Drug Testing	
	Duration	<p>The Service Provider shall conduct a one-day mandatory on-site drug screening for IC personnel based on 195 minimum guaranteed pax not to exceed 251 pax on a date agreed upon by the Service Provider and IC upon awarding of Contract.</p>

		Minimum Requirements
	Test Site	The Service Provider shall set-up a temporary clinic 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"> ▪ Upon registration, the medical team shall conduct biometric finger print scanning and picture taking of the employee to be uploaded to the Integrated Drug Test Operation and Management Information System (IDOTMIS) of the DOH. ▪ Each employee shall be accompanied by a specimen collector from the medical team during the collection of the urine specimen. ▪ The Service Provider and its medical team shall be responsible in proper handling of specimens collected.
	Test Results	<ul style="list-style-type: none"> ▪ 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"> 1. Summary of Results – within three (3) to five (5) days 2. Individual Results – within ten (10) to fifteen (15) days ▪ All results shall be treated with <u>strict confidentiality</u> and shall only be submitted to the authorized representative/s of the IC and not to the person/s so tested.

		Minimum Requirements
		<ul style="list-style-type: none"> ▪ Specimen/s with positive results shall undergo confirmatory test.
	Administration for absentees and District Office personnel	<ul style="list-style-type: none"> ▪ For IC personnel who fail to attend the mandatory on-site drug screening: Should an IC personnel fail to avail of the mandatory on-site drug screening, he/she shall be accommodated at any branch of the Service Provider after the on-site drug testing. Tests results of said personnel shall be issued directly to the authorized representative/s of the IC and not to the person so tested within ten (10) to fifteen (15) days after the conduct of the drug test at its branch. Confirmatory test shall be also conducted, if applicable, as provided in this TOR. ▪ For personnel of the District Offices in Cebu and Davao: 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 until 31 December 2019. The IC shall properly coordinate with the Service Provider the schedule of the drug tests. Tests results of said personnel shall be issued directly to the authorized representative/s of the IC and not to the person so tested within ten (10) to fifteen (15) days after the conduct of the drug test. Confirmatory test shall likewise be conducted, if applicable, as provided in this TOR.
2	Confirmatory Test	
	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.

		Minimum Requirements
	Test Results	<ul style="list-style-type: none"> ▪ Results of confirmatory test shall only be provided to the authorized representative/s of the IC and not to the person so tested, within thirty (30) days from the conduct of the confirmatory test. ▪ 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.

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 pay for the **actual number** of employees who underwent drug testing based on cost per unit indicated by the supplier on the Reply Slip.

The payment for the service rendered shall be made within thirty (30) days after the complete delivery and 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 2019**.

- 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





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Certificate Number: AJA18-0159

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 2019**, I/we quote you on the item at prices noted below:

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>Price per Unit</i>	<i>Total Cost</i>
Administration of Mandatory Drug Testing for the Insurance Commission for CY 2019 (Purchase Request No. 2019-05-160) Note: 1. Total cost should not exceed ABC of Seventy-Five Thousand Four Hundred Sixty-Six Pesos and 67/100 (PhP75,466.67) 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.	251 doses		

 Signature Over Printed Name of Supplier/
 Authorized Representative

Position: _____

Date: _____

Omnibus Sworn Statement

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;
4. 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:*

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]*.
9. *[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 Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded project.