




BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all interested suppliers, which are **registered in the Philippine Government Electronic Procurement System (PhilGEPS)**, to submit their *lowest price proposal/quotation* for any or all lots of the procurement project, **COVID-19 ANTIGEN TESTING SERVICE FOR THE INSURANCE COMMISSION OFFICIALS AND EMPLOYEES (2ND REPOSTING)**, with Purchase Request/Reference No. 2022-03-048, subject to the attached Terms of Reference (TOR) stated herein and submit their quotations duly signed by their authorized representatives not later than **15 June 2022, 12:00NN**:

Lot	Quantity and Unit	Approved Budget for Contact
Lot 1: COVID-19 Antigen Testing Service for IC Officials and Employees of the IC Head Office	1 lot	₱190,400.00 <i>Inclusive of taxes and all applicable charges</i>
Lot 2: COVID-19 Antigen Testing Service for IC Employees of the IC Cebu District Office	1 lot	₱3,696.00 <i>Inclusive of taxes and all applicable charges</i>
Lot 3: COVID-19 Antigen Testing Service for IC Employees of the IC Davao District Office	1 lot	₱3,696.00 <i>Inclusive of taxes and all applicable charges</i>
TOTAL		₱197,792.00 <i>Inclusive of taxes and all applicable charges</i>

For further inquiries, please coordinate with Ms. Bea Debbie M. Estrella or Ms. Leizle L. Arlando at telephone number (02) 8523-8461 loc. 106 or email at hr@insurance.gov.ph. The **QUOTATION, together with the documentary requirements enumerated in Section IV of the TOR**, shall be submitted to the Human Resource Division (HRD) through e-mail at hr@insurance.gov.ph.


CEZ MARTINA C. BANDOQUILLO
Officer-in-Charge
Human Resource Division



TERMS OF REFERENCE

COVID-19 ANTIGEN TESTING SERVICE FOR THE INSURANCE COMMISSION OFFICIALS AND EMPLOYEES (2ND REPOSTING)

I. Approved Budget for the Contract

Bidders may submit price proposal/quotation for **any or all lots** of the procurement project, **COVID-19 Antigen Testing Services for Insurance Commission Officials and Employees (2ND REPOSTING)**. The price proposal/quotation should not exceed the Approved Budget for the Contract for each lot as follows:

Lot	Quantity and Unit	Approved Budget for Contract
Lot 1: COVID-19 Antigen Testing Service for IC Officials and Employees of the IC Head Office	1 lot	₱190,400.00 <i>Inclusive of taxes and all applicable charges</i>
Lot 2: COVID-19 Antigen Testing Service for IC Employees of the IC Cebu District Office	1 lot	₱3,696.00 <i>Inclusive of taxes and all applicable charges</i>
Lot 3: COVID-19 Antigen Testing Service for IC Employees of the IC Davao District Office	1 lot	₱3,696.00 <i>Inclusive of taxes and all applicable charges</i>
TOTAL		₱197,792.00 <i>Inclusive of taxes and all applicable charges</i>

Price quotation should be inclusive of taxes and all applicable charges.

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

Price quotation must be **valid within one hundred twenty (120) days from submission** and shall **not be subject to price escalation** during contract implementation.

II. Mode of Procurement

The mode shall be Negotiated Procurement – Small Value Procurement as provided under Section 53.9 of the 2016 Revised Implementing Rules and

Regulations (RIRR) (updated as of 31 December 2021) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

Service provider must be registered at the Philippine Electronic Government Procurement System (PhilGEPS).

The price quotations/proposals shall be evaluated based on the minimum requirements, and other value-added benefits, inclusive in the antigen testing services.

III. Scope of Work

The Service Provider shall provide the following minimum requirements:

Specific Requirements per Project Lot

Lot 1: COVID-19 Antigen Testing Service for IC Officials and Employees of the IC Head Office

1. The Service Provider shall conduct on-site testing for 250¹ IC officials and employees of the IC Head Office using the SARS-Cov-3 Antigen Rapid Diagnostic Test Kits on the preferred schedule of IC within CY 2022 or until 31 December 2022. The IC shall have the option to decrease or increase the number of personnel to be tested under the same terms and conditions stipulated in this TOR.
2. The on-site testing must be facilitated by a team of licensed and trained medical professionals, as follows:

Medical Team (Minimum Composition)	Responsibilities
1 Medical Doctor	<ul style="list-style-type: none">• Oversee conduct of the on-site testing and ensure compliance with health and safety protocols;• Assess forms submitted by the personnel;• Explain antigen test result to personnel and provide recommendation for personnel with positive antigen test results, such as immediate isolation, and referral for confirmatory tests to hospitals or laboratories accredited by Department of Health (DOH) for COVID-19 tests; and,

¹ Estimated as of 06 June 2022

Medical Team (Minimum Composition)	Responsibilities
	<ul style="list-style-type: none"> • Address questions, concerns, and issues of personnel related to antigen testing.
3 Nurses or Medical Technologists	<ul style="list-style-type: none"> • Collect samples/specimens from personnel; and, • If Medical Technologists, they may be allowed to run collected samples/specimens using SARS-Cov-3 Antigen Rapid Diagnostic Test Kits, if needed.
3 Medical Technologists	<ul style="list-style-type: none"> • Process the collected samples/specimens from personnel using SARS-Cov-3 Antigen Rapid Diagnostic Test Kits; • Interpret and verify results; and, • Conduct confirmatory testing as deemed necessary based on laboratory protocols.

3. The members of the medical team shall submit their respective negative results for RT-PCR COVID-19 test within two (2) days from conduct of the on-site antigen testing. They shall wear complete prescribed Personal Protective Equipment (PPE) while conducting the on-site antigen testing.
4. The medical team shall provide the real-time antigen test result to the personnel on-site, while the Service Provider shall submit the official antigen test results to the HRD of IC within 24 hours from conduct of the on-site testing.

Lot 2: COVID-19 Antigen Testing Service for IC Officials and Employees of the IC Cebu District Office

1. The Service Provider shall provide clinic/laboratory-based testing for five (5)² IC officials and employees of the IC Cebu District Office using the SARS-Cov-3 Antigen Rapid Diagnostic Test Kits on the preferred schedule of IC within CY 2022 or until 31 December 2022. The IC shall have the option to decrease or increase the number of personnel to be tested under the same terms and conditions stipulated in this TOR.
2. The antigen testing service shall be availed by the IC Cebu District Office personnel at the clinic/laboratory branch of the Service Provider nearest to the location of the District Office.

² Estimated as of 06 June 2022

3. The IC shall provide the preferred schedule of antigen testing by the IC Cebu District Office employees.
4. The test must be facilitated by licensed and trained medical professional/s employed by the Service Provider. The Service Provider shall ensure that they wear complete prescribed PPE while conducting the antigen testing.
5. The Service Provider shall submit the official antigen test results to the HRD of IC within 24 hours from conduct of the testing.

Lot 3: COVID-19 Antigen Testing Service for IC Officials and Employees of the IC Davao District Office

1. The Service Provider shall provide clinic/laboratory-based testing for five (5)³ IC officials and employees of the IC Davao District Office using the SARS-Cov-3 Antigen Rapid Diagnostic Test Kits on the preferred schedule of IC within CY 2022 or until 31 December 2022. The IC shall have the option to decrease or increase the number of personnel to be tested under the same terms and conditions stipulated in this TOR.
2. The antigen testing service shall be availed by the IC Davao District Office employees at the clinic/laboratory branch of the Service Provider nearest to the location of the District Office.
3. The IC shall provide the preferred schedule of antigen testing by the IC Davao District Office employees.
4. The test must be facilitated by licensed and trained medical professional/s employed by the Service Provider. The Service Provider shall ensure that they wear complete prescribed PPE while conducting the antigen testing.
5. The Service Provider shall submit the official antigen test results to the HRD of IC within 24 hours from conduct of the testing.

General Requirements for All Project Lots

1. If the Service Provider is not the Testing Laboratory, the Service Provider shall submit Memorandum of Agreement or Contract or Partnership Agreement with the Testing Laboratory, stating that the Supplier is designating the Testing Laboratory as their accredited/partner to conduct clinical test.
2. The Service Provider, and the medical team/professionals who shall conduct the antigen testing, shall comply and apply all issued guidelines of the DOH and other applicable government laws, rules, regulations on the conduct of Antigen Testing and COVID case management. The IC may require additional protocols to ensure health and safety of IC officials and personnel.

³ Estimated as of 06 June 2022

3. The Service Provider shall keep all documents and specimens collected by the medical team/professional, and received from IC and its personnel, in the course of the testing and treat the same with utmost confidentiality. The Service Provider and its medical team/professionals shall comply with the relevant provisions of the Joint Memorandum Circular No. 2020-002 dated April 24, 2020, providing for the "Privacy Guidelines on the Processing and Disclosure of COVID-19 Related Data for Disease Surveillance and Response" of DOH and National Privacy Commission upholding Republic Act No. 11332, otherwise known as *Mandatory Reporting of Notifiable Diseases and Health Events of Public Health Concern Act*, and Republic Act No. 10173, otherwise known as the *Data Privacy Act of 2012*.
4. Should there be any issue or concern in the delivery of services due to the imposition of the Alert Level affecting the areas where the offices of IC and/or the Service Provider is/are located, temporary suspension of operations due to exposure to COVID-19, or any other unprecedented circumstances, the IC and the Service Provider shall discuss and agree on any adjustment in the delivery schedule or arrangement.

IV. Other Documents Required for Awarding of Contract


The Supplier shall submit its price quotation/proposal typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative, together with the following documentary requirements, within the deadline provided in the RFQ:

1. If the Service Provider is the Testing Laboratory:
 - a. Valid License-to-Operate of the Service Provider as Clinical Laboratory issued by the DOH
 - b. Proof that the Testing Laboratory is Licensed COVID-19 Testing Laboratory in the Philippines
2. If the Service Provider is not the Testing Laboratory, the Service Provider shall submit:
 - a. Memorandum of Agreement or Contract or Partnership Agreement with the Testing Laboratory, stating that the Supplier is designating the Testing Laboratory as their accredited/partner to conduct clinical test
 - b. Valid License-to-Operate of the Testing Laboratory as Clinical Laboratory issued by the DOH
 - c. Proof that the Testing Laboratory is Licensed COVID-19 Testing Laboratory in the Philippines
3. Photo of valid Professional Regulations Commission (PRC) Identification Cards (IDs) of medical professional/s who shall conduct the antigen testing **(required for Lot 1 only)**
4. Proof of PhilGEPS Registration
5. Mayor's/Business Permit
6. Business Registration (SEC/DTI/CDA)

7. Certificate of Tax Registration issued by the Bureau of Internal Revenue
8. Notarized Omnibus Sworn Statement
9. Protocols and procedure on antigen testing and guidelines for patients

V. General Conditions of the Contract

1. 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.
2. For verification purposes, the bidder with the lowest bid may be required to present the original copy of the required documents, specified in Item IV of the TOR, as appropriate.
3. In case of breach of Contract, in accordance with the R.A. No. 9184 and its RIRR, the Supplier shall pay liquidated damages to IC which shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidate damages reaches ten percent (10%) of the amount of the contract, the IC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
4. IC shall pay for the actual services rendered by the Service Provider. Payment shall be made within thirty (30) days after complete delivery and acceptance of services, and issuance of the Billing Statement/Statement of Account. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
5. 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.


CEZ MARTINA C. BANDOQUILLO
Officer-in-Charge
Human Resource Division

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]