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

TERMS OF REFERENCE

Supply, Delivery and Administration of Inactivated Quadrivalent Influenza Vaccines for the Insurance Commission (IC) for CY 2023

Purchase Request No. 2023-07-238

I. Approved Budget for the Contract

The price quotation should not exceed the Approved Budget for Contract (ABC) inclusive of 12% VAT and all other applicable taxes and charges, as follows:

Item and Description	***Quantity and Unit***	***Approved Budget for Contract in PhP***
Supply, Delivery and Administration of Inactivated Quadrivalent Influenza Vaccines for the Insurance Commission for CY 2023	266 doses	Two Hundred Twenty-Six Thousand One Hundred Pesos (Php 226,100.00)

Price quotation received in excess of the ABC shall be automatically disqualified during evaluation. Prices must be valid 30 calendar days from receipt 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 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

	Minimum Requirements
Vaccine Pharmaceutical Description	Inactivated Influenza Vaccine for Adults
Indications and Usage	A vaccine indicated for activate immunization against disease caused by the Influenza virus recommended for use in adult individuals.
Dosage Presentation	Vaccines should be packaged in a pre-filled sterile syringe with attached sterile needle or individual single-dose glass vials with two (2) sterile needles and one (1) sterile syringe.
Dosage Form	Suspension for injection is clear and slightly opalescent in color.

	Minimum Requirements
Posology	Single-dose of 0.5 mL vaccine for Primary Immunization on adults.
Quantitative Composition	**Egg-based vaccines** • an A/Sydney/5/2021 (H1N1)pdm09-like virus; • an A/Darwin/9/2021 (H3N2)-like virus; • a B/Austria/1359417/2021 (B/Victoria lineage)-like virus; and, • a B/Phuket/3073/2013 (B/Yamagata lineage)-like virus. **Cell culture- or recombinant-based vaccines** • an A/Sydney/5/2021 (H1N1)pdm09-like virus; • an A/Darwin/6/2021 (H3N2)-like virus; • a B/Austria/1359417/2021 (B/Victoria lineage)-like virus; and, • a B/Phuket/3073/2013 (B/Yamagata lineage)-like virus.
Method of Administration	Intramuscular injection only in deltoid region. Vaccine should not be administered in gluteal region, subcutaneously/intradermally, or intravascularly.

IV. Schedule of Requirements

A. General Requirements

		Minimum Requirements
1	**Ordering Facility**	• IC shall issue a Purchase Order which indicates the schedule of deliveries and administration per Schedule of Requirements. • **After the Batch 1 vaccination, IC shall conduct an inventory and determine if there is a need to retain/increase/decrease the quantity to be delivered for Batch 2 vaccination.** IC shall issue written notice to the Supplier on such changes within seven (7) days.
2	**Delivery**	• The supplier shall **ensure cold chain during the delivery and**

		Minimum Requirements
		administration of vaccines to IC Manila and District Offices in Cebu and Davao. • The Supplier shall also provide **at least one (1) storage container, including ice gel packs**, that can sustain cold temperature required for the vaccines during the administration. The supplier shall pick-up the storage container within five (5) days after the vaccination.
3	**Medical Supplies and Paraphernalia**	The supplier shall provide all medical supplies and paraphernalia to be used for every batch of supply, delivery and administration of vaccines including but not limited to: Pre-vaccination Screening Form Vaccination Cards Cotton Balls Band-Aids / plaster strips Sharps Bins/collector Alcohol pads Garbage bins/bags Sterile syringes and needles
4	**Medical Team**	• The supplier shall provide a **medical team** for every batch of administration of vaccines: for IC Main Office-Manila, 1 Medical Doctor and 1 Registered Nurse per vaccination day; and, for each District Office, 1 Medical Doctor. • The medical tram shall conduct the administration of vaccines for a maximum of eight (8) hours per day, from 8:00 AM to 5:00 PM. 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 vaccines. They shall also wear their company ID for proper identification.

		Minimum Requirements
5	**Administration**	• The Supplier and its medical team shall be responsible for proper handling and administration of the vaccines during deliveries and vaccinations. • The medical team shall attend to queries of employees regarding the vaccines, precautions and contraindications. • The Supplier and its medical team shall be responsible for the proper disposal of all used medical supplies and paraphernalia, including used vaccine vials, after every batch of administration.
6	**Pharmacovigilance**	The Supplier and its medical team shall manage, monitor and report adverse events and reaction to the administered vaccines.

B. Supply, Delivery and Administration at the IC Manila Office

The Supplier shall **supply, deliver and administer** influenza vaccines to the employees assigned at the IC Manila Office on the following schedule:

Batch	***Delivery Period***	***Medical Team***		***Quantity and Unit***
		Medical Doctor	*Nurse*	
1	Delivery Date indicated in the Notice to Proceed	1	1	150 doses
2	Within fifteen (15) days from Batch 1	1	1	108 doses

All employees who will not be able to attend Batch 1 shall be accommodated in Batch 2. Please note that the total number of doses above provided are indicative of the maximum requirement including a minimal contingency, and may be adjusted based on the actual number of personnel, to be indicated in the Purchase Order that shall released to the supplier during contract implementation.

C. Supply, Delivery and Administration at the IC District Offices in Cebu and Davao

The Supplier shall supply, deliver and administer influenza to the employees assigned at the IC District Offices in Cebu and Davao on the following schedule:

Batch	Delivery Period	Medical Team per District Office (Medical Doctor)	Quantity and Unit	
			IC Cebu District Office	*IC Davao District Office*
1	Delivery Date indicated in the Notice to Proceed	1	5 doses	3 doses

V. Other 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);
2. Business Registration (SEC/DTI/CDA) (1 Certified True Photocopy);
3. Valid Mayor's/Business Permit (1 Certified True Photocopy);
4. Certificate of Tax Registration issued by the Bureau of Internal Revenue (1 Certified True Photocopy);
5. Latest Income/Business Tax Return (1 Certified True Photocopy);
6. Notarized Omnibus Sworn Statement (1 Original Copy, see attached template/format);
7. Food and Drug Administration (FDA) Certificate of Product Registration of the proposed vaccine brand (1 Certified True Photocopy); and
8. Complete Product Description issued by the manufacturer (1 Certified True Photocopy)

At the option of the IC/procuring entity, the supplier with the Lowest Calculated Quotation (LCQ) shall 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 only pay the actual number of vaccine vials/doses delivered.

Acceptance of the items shall include the delivery of vaccines up to complete administration of the same within the specified quantity and period provided in this Terms of Reference.

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 RIRR of RA No. 9184 to deliver goods within specified delivery schedule shall apply.

X. Warranty Terms

A. The Supplier shall immediately replace all vaccines delivered to IC bearing an expiration earlier then 31 December 2023

B. The Supplier shall provide replacement of all vaccines found to have damaged or broken packaging prior to the acceptance of the procuring agency.

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 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. PHILGEPS Registration Certificate shall be attached to the quotation upon submission to the contact person provided in the RFQ.

C. Price validity shall be for a period of 30 days from submission of quotation.

D. All bids shall include all applicable taxes, delivery charge and shall be considered as fixed prices. Same shall not be subjected to price escalation during contract implementation.

E. 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.

F. 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 **Supply, Delivery and Administration of Inactivated Quadrivalent Influenza Vaccines for the Insurance Commission for CY 2023** *(P.R. No. 2023-07-238)*, I/we quote you on the item at prices noted below:

Item and Description	***Quantity and Unit***	***Price per Unit***	***Total Price Quotation***

Note:
1. Total price quotation is inclusive of 12% VAT and all other applicable taxes and charges, including delivery and administration charges.
2. Attach the copy of the RFQ and TOR with signature of the supplier/authorized representative of in every page.

_____
Signature Over Printed Name of Supplier/
Authorized Representative

Position: _____
Date: _____