



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



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all PhilGEPS registered suppliers to participate and submit their lowest price quotation for **Administration of Mandatory Drug Testing for the Insurance Commission for CY 2023**, subject to the terms and conditions stated in the Terms of Reference (TOR):

NAME OF PROJECT	Administration of Mandatory Drug Testing for the Insurance Commission for CY 2023
REFERENCE NO. /PR NO.	Purchase Request No. 2023-11-389
LOCATION	IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila
MODE OF PROCUREMENT	Negotiated Procurement – Small Value Procurement (Sec. 53.9, Updated 2016 Revised Implementing Rules and Regulations of R.A. No. 9184)
APPROVED BUDGET FOR THE CONTRACT (ABC)	Eighty-Five Thousand Three Hundred Seventy-Six Pesos (PhP85,376.00)
DEADLINE OF SUBMISSION OF QUOTATION/S	<u>07</u> December 2023, 12:00 NN

The duly accomplished and **REPLY SLIP**, including the other requirements as enumerated therein, **must be submitted in person not later than 12:00 NN, 07 December 2023**, to the Human Resource Division through the following:

- Contact person** : **Mr. Leo C. Sebuc**
IC Administrative Officer III
- Office Address** : Ground Floor, IC Main Office Building,
1071 United Nations Avenue, Ermita, Manila
- Telephone Number** : (02) 8523-8461 local 106
- Email Address** : hr@insurance.gov.ph


REVELYN R. MOJICA
 IC Division Manager
 Human Resource Division

Manila, ___ December 2023



TERMS OF REFERENCE (TOR)

**Administration of Mandatory Drug Testing for the Insurance Commission
 for CY 2023 (P.R. No. 2023-11-389)**

I. SCOPE

The prospective supplier should be able to provide a quotation for the **Administration of Mandatory Drug Testing for the Insurance Commission for CY 2023.**

The following are the inclusions of the service:

Quantity	Unit of Measure	Item and Description
1	Lot	<p>Service Provider</p> <p>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).</p> <p>Mandatory Drug Tests</p> <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> <p>Scope of Test</p> <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) <p>Confidentiality</p> <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>

Quantity	Unit of Measure	Item and Description
		The Service Provider shall only coordinate or disclose such details only with the authorized representative/s of IC.
		<p>Orientation, Lectures/Seminar</p> <p>The Service Provider shall conduct drug test orientation and lectures/seminars on maintaining a drug-free workplace, drug abuse awareness and preventive education or such other similar activities in IC to be scheduled between the parties.</p>
		<p>Compliance to Relevant Rules and Regulations</p> <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>
		<p>Others</p> <p>A coordination meeting shall be conducted to discuss the schedule and arrangements of the service.</p>
		Prices inclusive of all applicable taxes

II. Schedule of Requirements

Services		Minimum Requirements
1	Mandatory On-Site Drug Testing	
	Duration	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 260 pax on a date agreed upon by the Service Provider and IC upon awarding of Contract.
	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.

	Services	Minimum Requirements
	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. ▪ 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: <p>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.</p> <p>Tests results of said personnel shall be issued directly to the authorized representative/s of the IC</p>

	Services	Minimum Requirements
		<p>and not to the person so tested within ten (10) to fifteen (15) days after the conduct of the drug test at its branch.</p> <p>Confirmatory test shall be also conducted, if applicable, as provided in this TOR.</p> <ul style="list-style-type: none"> ▪ For personnel of the District Offices in Cebu and Davao: <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 until 31 December 2023. 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 within ten (10) to fifteen (15) days after the conduct of the drug test.</p> <p>Confirmatory test shall likewise be conducted, if applicable, as provided in this TOR.</p>
2	Confirmatory Test	
	Administration	<p>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.</p>
	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.

III. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, should not exceed the ABC of **Eighty-Five Thousand Three Hundred Seventy-Six Pesos (PhP85,376.00) inclusive of 12% VAT and all other applicable taxes and charges.**

2. The quoted prices shall be considered fixed and not subject to price escalation during contract implementation.
3. Price validity must be at least thirty (30) days from submission of quotation.
4. Payment shall be made within thirty (30) days after the complete delivery of required goods and services, and acceptance thereof by the IC. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
5. Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

IV. GENERAL CONDITIONS

1. All entries in the Reply Slip/Quotation (using the attached **REPLY SLIP**) **must be typewritten on the company's letterhead and duly signed by the supplier/dealer or its duly authorized representative.**
2. The **SEALED REPLY SLIP shall be submitted to IC**, together with the following requirements:
 - a. Certified true copy of the company's valid PhilGEPS Registration
 - b. Certified true copy of the 2023 Mayor's/Business Permit
 - c. Certified true copy of the Latest Income/Business Tax
 - d. Notarized Omnibus Sworn Statement (using the attached **OMNIBUS SWORN STATEMENT**)
3. The duly accomplished and signed **REPLY SLIP**, including the requirements enumerated therein, **must be submitted in person not later than 12:00 NN, 07 December 2023** to the Human Resource Division through the following:

Mr. Leo C. Sebuc, IC Administrative Officer III
hr@insurance.gov.ph
4. For verification/validation purposes, the original eligibility requirements of the bidder with the lowest calculated quotation are required to be presented, as necessary:
 - a. Valid PhilGEPS Registration Number/Certificate;
 - b. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI), or Cooperative Development Authority (CDA), whichever is applicable;
 - c. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
 - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR); and
 - e. Latest Income/Business Tax Return (ITR).
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.

V. SPECIAL CONDITIONS

1. Qualification of Supplier

The supplier/bidder must be a holder of a valid business license/s issued by relevant government agencies and must be duly registered with the PhilGEPS.

2. Delivery of Services

The one-day mandatory on-site drug screening for IC personnel shall be conducted not later than Friday, 22 December 2023 or any dates as agreed by the parties.

3. 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 TOR or the performance or observance of its obligations under this TOR and every applicable part of it shall be limited in aggregate to the Price.

4. Termination

- 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.
- b. Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR, which is not remedied (if it is capable of being remedied) within fifteen (15) 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.

5. Miscellaneous

- a. The failure of either party to enforce its rights based on the agreement under this TOR 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 TOR 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 TOR 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 five (5) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.

- d. It is understood that all the relevant provisions of the RA No. 9184, otherwise known as the Government Procurement Reform Act, and its Updated 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under this TOR.

11. Confidentiality of Data and Information

- a. All data, documents, records (collectively "Information") which may be disclosed to or accessed by the Service Provider for purposes of delivering the Services are considered confidential and shall remain the sole property of the IC. The Service Provider shall prevent the unauthorized transfer, disclosure, or use of the Information by any of its officers, employees, or representatives, to any third person or entity. The Service Provider shall not use the Information for any purpose other than what is reasonably necessary to perform the Services.
- b. Upon completion of the Services, the Service Provider shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.


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 terms and conditions in the Terms of Reference (TOR) for the Small Value Procurement (SVP) for the **Administration of Mandatory Drug Testing for the Insurance Commission for CY 2023**, I/We quote you on the item at prices noted below:

ITEM AND DESCRIPTION	QUANTITY AND UNIT	TOTAL COST
<p>Administration of Mandatory Drug Testing for the Insurance Commission for CY 2023:</p> <ol style="list-style-type: none"> On-site drug screening to be conducted on an unannounced schedule to be arranged between IC's authorized representative/s and the Service Provider. Confirmatory test to 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>The scope of the mandatory on-site drug screening and the confirmatory tests shall primarily include:</p> <ol style="list-style-type: none"> Metamphetamine (Shabu) Tetrahydrocannabinol (THC/Marijuana) <p>Drug test orientation and lectures/seminars on maintaining a drug-free workplace, drug abuse awareness and preventive education or such other similar activities shall be conducted in IC to be scheduled between the parties.</p>	<p align="center">1 Lot</p>	

Note:

- Total Cost should not exceed the ABC of Eighty-Five Thousand Three Hundred Seventy-Six Pesos (PhP85,376.00)
- Total Cost is inclusive of 12% VAT and all other applicable taxes and charges

In compliance with the Terms of Reference (TOR), the following are enclosed:

- a. Certified true copy of the company's valid PhilGEPS Registration
- b. Certified true copy of the 2023 Mayor's/Business Permit
- c. Certified true copy of the Latest Income/Business Tax
- d. Notarized Omnibus Sworn Statement

Signature Over Printed Name of
Supplier/Authorized Representative

Position : _____

Date : _____

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]