Request for Quotation

To: Tel. No.: Fax No.		Date: Quotat ABC:	tion #:	March 11, 2021 PS 021-03-027 2,000,000.00			
Attention:							
	r/Madam: Please quote your lowest price on the items/s listed below, stating the shortest time of delivery and submit this from duly signed by ur representative. RODRIGO L. OJENAL SAO, Administrative Division						
To be filled-ou	t by Supplier:						
ITEM NO:	ITEM & DESCRIPTION	QTY	UNIT	UNIT	TOTAL PRICE		
1	Procurement of: SERVICE PROVIDER TO CONDUCT RT-PCR SWAB AND ANTIGEN TEST FOR OSG EMPLOYEES/PERSONNEL WITH CONSULTATION, ASSESSMENT AND RECOMMENDATION/REFERRAL, which includes: RT PCR swab test Antigen Test	514 210	test test				
	See attached Terms of Reference, please State Comply, Not Comply for ther terms (Price Vat-Included)						
Delivery Period Warranty: Price Validity:	: Twelve months, extendible for a maximum of six months						
Note: 1. Please quote within 3 days from the date of RFQ. 2. Bidders must submit current and valid documentary legal requirements upon sending the filled out quotation a. [] Mayor's / Business Permit; b. [] PhilGEPS Registration Number: Membership: [] Platinum [] Red c. [] Income / Business Tax Return (for Small Value Procurement); d. [] Omnibus Sworn Statement for Small Value Procurement (upon signing of Purchase Order); e. [] Bidders who have previously submitted the above legal requirements may no longer require its re-submission. Sir, I hereby certify under oath that I have personally conducted this canvass, which the price/s quoted are true and correct, and the signature of representative of the company submitting the quotation is genuine. January Ja							

For more information, you may contact us:

Telephone: 8988-1674 loc 777
Telefax: 8813-1174

Please send your quotation to:

osg.procurement@gmail.com

Republic of the Philippines Office of the Solicitor General

TERMS OF REFERENCE

PROCUREMENT OF SERVICE PROVIDER TO CONDUCT RT-PCR SWAB AND ANTIGEN TEST FOR OSG EMPLOYEES/PERSONNEL

Pursuant to Department of Health (DOH) Department Memorandum No. 2020-0220, Re: Interim Guidelines on the Return-to-Work:

The **Office of the Solicitor General (OSG)** intends to conduct selective Reverse Transcription-Polymerase Chain Reaction (RT-PCR) and Antigen tests on its employees and, to this end, contract services of a service provider who will assess, diagnose, recommend and, where applicable, subject OSG employees to RT-PCR and Antigen test for detection of COVID-19 Virus.

- 1. The **OSG** shall execute a **CONTRACT** with a **SERVICE PROVIDER** who will provide a medical doctor that will assess and diagnose OSG employees for COVID-19 related symptoms for a <u>period of twelve (12) months</u>. Subject to applicable DOH guidelines, refer suspected employees to its DOH-licensed partner laboratory for RT-PCR and Anti-gen testing and facilitate testing of OSG employees who are considered "frontliners" and are at high risk.
- 2. The Approved Budget for the Contract (ABC) is **Two Million Pesos** (**Php 2,000,000.00**) inclusive of all government taxes, charges, and other standard fees.

I. RT-PCR Laboratory Test with the following:

SCOPE OF WORK

1.1 Consultation/Assessment/ Referral of OSG Employees

Description	Quantity	Unit/s
1. Assist the OSG-Human Resource Division in drafting a comprehensive Health, Travel and	N/A	N/A

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Contact Tracing Declaration Form to be distributed and filled out by all OSG employees		
2. A licensed medical doctor who will assess the Forms submitted by all OSG employees	1	
3. Consultation with the medical doctor through telemedicine or in person (if requested by the employee and is necessary under the circumstances) on CoViD-19 related matters.	1	Personnel
4. Doctor's Recommendation for patients who will need to undergo an RT-PCR/Swab and Antigen Test.	1	Personnel
5. Subject to the criteria set below, referral to DOH accredited testing facilities who will conduct RT-PCR and Antigen Testing for OSG employees recommended to undergo Antigen and RT-PCR Testing.	1	Personnel
6. Facilitation of RT-PCR and Antigen Testing on OSG employees who are high risk (Frontliners).	N/A	N/A
7. Online accommodation for absentee employees, referral to RT-PCR/Swab and Antigen Testing.	N/A	N/A
8. Periodic evaluation of OSG employees, those who were recommended to be tested for RT-PCR Test and those who might have developed symptoms or who had contact with a suspected positive COVID patient.		

1.2 RT-PCR Laboratory Test

1. Collect swab samples from suspected employee	
2. Conduct RT-PCR Test due to work requirements	
3. Release result within 5 working days from	
collection.	

1.3 Antigen Laboratory Test

1. Collect samples from suspected employee	
2. Release result within 24 hours from collection.	

RESPONSIBILITIES OF SERVICE PROVIDER

3. The **SERVICE PROVIDER** must be registered and accredited with

the Philippine Government Electronic Procurement System (PhilGEPS), and the medical officer/s who will conduct the assessment and testing must be duly licensed.

- 4. The **SERVICE PROVIDER** must be capable of on-line consultation/assessment, video teleconference or virtual communication as well as personal assessment, when necessary, and must have testing hubs around Metro Manila.
- 5. The **SERVICE PROVIDER** shall facilitate the testing of the following employees of the OSG who are at higher risk of contracting and spreading the virus:
 - . All security, maintenance and other personnel whose nature of work exposes them to the virus and whose nature of work requires them to go around the office.
 - . Those who came in direct contact or was exposed to a person confirmed or with probable case of COVID-19 whether symptomatic or asymptomatic.
 - . Those who attended hearings or meetings in areas thereafter declared to have COVID positive individuals.
 - . Those who use public transportation.
- 6. The **SERVICE PROVIDER** shall comply and apply all issued guidelines of the Department of Health (DOH) on RT-PCR and Antigen Testing, to wit:

Testing using RT-PCR among representative samples for baseline can be conducted to look for any evidence of asymptomatic transmitters.

- a. If tested positive, the returning employee/worker is a COVID-19 case and will be isolated and referred accordingly for appropriate management. All close contacts shall be isolated and tested accordingly based on DOH Department Memorandum No. 2020-0258, as amended.
- b. If found negative, returning employee and worker

can continue working with usual precautions.

- c. If initially tested negative but developed symptoms, the employee must be tested accordingly based on DOH Department Memorandum No. 2020-0258, as amended.
- d. If the employee referred to in (c) above is subsequently found positive, all close contacts of returning employees and workers shall be isolated and tested accordingly based on DOH Department Memorandum No. 2020-0258, as amended.
- e. The OSG shall report the results to DOH in accordance with DOH Administrative Order No. 2020-0013, entitled "Revised Guidelines for the Inclusion of COVID-19 in the List of Notifiable Diseases for Mandatory Reporting to the Department of Health", and DOH Administrative Order No. 2020-0014, entitled "Guidelines in Securing a License to Operate a COVID-19 Testing Laboratory in the Philippines."
- 7. The **SERVICE PROVIDER** shall keep all documents/specimens received from the **OSG** in the course of the testing which shall be deemed confidential information. In the event that **SERVICE PROVIDER** receives information from the **OSG** containing sensitive and personal information, it shall comply with the relevant provisions of the Joint Memorandum Circular No. 2020-002 dated April 24, 2020, providing for "Privacy Guidelines on the Processing and Disclosure of COVID-19 Related Data for Disease Surveillance and Response" of Department of Health (DOH) and National Privacy Commission (NPC) 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.
- 8. No employer-employee relationship shall arise between the **SERVICE PROVIDER** and/or its workers on one hand and the **OSG** on the other. The **OSG** shall not be liable or accountable for any accident and injury which may occur to any worker or personnel of the **SERVICE PROVIDER** during the performance of the work services mentioned herein, whether the injuries or accidents occurred inside or outside the premises of the **OSG**, or

any loss or damage whatsoever, and shall render the **OSG** free from any liability arising therefrom.

- 9. The **SERVICE PROVIDER** shall be responsible for any loss or damage that may be incurred upon the properties of the **OSG** during the performance of the work service or for injury to any person caused by unreasonable or negligent act or omission of the **SERVICE PROVIDER** or its workers, whether such act is intentional or not.
- 10. The **OSG** shall have the authority to suspend the work wholly or partially, by written order, for such period as may be deemed necessary due to *force majeure* or any fortuitous event, or for failure on the part of the **SERVICE PROVIDER** to carry out valid orders given by **OSG** or to perform any provisions of the contract.
- 11. Applicable provisions of the Procurement Law (R.A. No. 9184) and its Implementing Rules and Regulations (IRR) shall form part of these Terms of Reference.
- 12. Ensure test results shall be available within 5 calendar days from collection of specimen from OSG employee and shall transmit the softcopy result of the test to OSG within twenty-four hours and shall provide medical certificates for those who will undergo testing.
- 13. The SERVICE PROVIDER should have a testing Laboratory or clinic within Metro Manila to accommodate the Work From Home (WFH) employees.
- 14. The licensed medical officer/s who will administer the testing, collect samples, and assess/interpret the results shall follow DOH published guidelines on COVID case management.
- 15. The medical officers/personnel who will conduct testing must submit a medical certificate showing negative results for RT-PCR COVID-19 test and must wear proper Personal Protective Equipment as prescribed by DOH.

TERMS OF PAYMENT

16. The **SERVICE PROVIDER** shall be paid based on the number of RT-PCR actually conducted on OSG employees which shall be estimated at 514 units with a price not exceeding Php3,500.00 per unit inclusive of all applicable taxes. However, the **SERVICE PROVIDER** shall only be paid based on the number of RT-PCR tests conducted.

- 17. The **SERVICE PROVIDER** shall be paid based on the number of Antigen Tests actually conducted on OSG employees which shall be estimated at 210 Antigen units with a price not exceeding Php950.00 per unit inclusive of all applicable taxes. However, the **SERVICE PROVIDER** shall only be paid based on the number of Antigen tests conducted.
- 18. In case that the estimated units of RT-PCR/Antigen are insufficient, the remaining balance of RT-PCR/Antigen shall be used to provide insufficient COVID Tests needed upon the recommendation of the OSG Human Resource Division.
- 19. The **SERVICE PROVIDER** may request for advance payment not exceeding 15% of the contract price as mobilization fee within five (5) days upon signing of Contract.
- 20. The monthly progress billing shall only be paid to the **SERVICE PROVIDER** upon submission of accomplishment report detailing the RT-PCR Test <u>actually</u> conducted on OSG employees as verified and certified by the OSG Inspection Committee or its representative.
- 21. The final and last payment shall be made only after the final report and statement, identified as such, shall have been submitted by the **SERVICE PROVIDER** and approved as Satisfactory by the OSG.
- 22. The **OSG** and the **SERVICE PROVIDER** may extend the contract on a monthly basis for a maximum period of six months subject to the agreement of both parties.

DELIVERY SCHEDULE:

Delivery of service shall commence on the next working day after receipt of the Notice to Proceed and must be completed within Twelve (12) months thereof.

Respectfully submitted.

COVID-19 RESPONSE COMMITTEE

MARISSA B. DELA CRUZ-GALANDINES

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Assistant Solicitor General Co-Chairperson

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ERIC REMEGIO O. PANGA

Assistant Solicitor General Co-Chairperson