

Republic of the Philippines
Office of the Solicitor General

TERMS OF REFERENCE

PROCUREMENT OF SERVICE PROVIDER TO CONDUCT RT-PCR SWAB TEST FOR OSG EMPLOYEES AND OUTSOURCE 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 the services of a service provider who will assess, diagnose, recommend and, where applicable, subject OSG employees to RT-PCR. Antigen tests for detection of COVID-19 Virus may also be conducted if the circumstances warrant.

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 period of twelve (12) months. Subject to applicable DOH guidelines, refer suspected employees to its DOH-licensed partner laboratory for RT-PCR and Antigen testing and facilitate testing of OSG employees who are considered "frontliners."

2. The Approved Budget for the Contract (ABC) is **One Million Pesos (Php1,000,000.00)** 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 Contact Tracing Declaration Form to be distributed and filled out by all OSG employees	N/A	N/A
2. A licensed medical doctor who will assess the Forms submitted by all OSG employees	1	Personnel
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-	1	Personnel

PCR and Antigen Testing for OSG employees recommended to undergo Antigen and RT-PCR Testing.		
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 or positive COVID patient.	N/A	N/A

1.2 RT-PCR Laboratory Test

1. Collect swab samples from suspected employee	N/A	N/A
2. Conduct RT-PCR Test due to work requirements	N/A	N/A
3. Release result within 24 hours from collection.	N/A	N/A
4. Issue medical certificate simultaneous with the result.	N/A	N/A

1.3 Antigen Laboratory Test

1. Collect swab samples from suspected employee	N/A	N/A
2. Conduct Antigen Test due to work requirements	N/A	N/A
3. Release result within 4 hours from collection.	N/A	N/A
4. Issue medical certificate simultaneous with the result.	N/A	N/A

RESPONSIBILITIES OF SERVICE PROVIDER

3. The **SERVICE PROVIDER** must be registered and accredited with the Philippine Government Electronic Procurement System (PhilGEPS) (Platinum Membership), 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, after initial assessment, provide follow-up check-ups to employees who tested positive and experiencing mild to moderate symptoms as part of the monitoring cycle.

5. The **SERVICE PROVIDER** must have a testing hub in Makati City, and at least one (1) additional testing hub in another city or municipality within the National Capital Region. The **SERVICE PROVIDER** may conduct home service/onsite testing.

6. 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:

- a. All security, maintenance and other detailed non-plantilla personnel whose nature of work exposes them to the virus and whose nature of work requires them to go around the office.
- b. Those who exhibit symptoms of COVID-19.
- c. Those required to go through RT-PCR or Antigen testing in the exigency of service, such as, but not limited to, attending hearings or meetings.

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.

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 contract 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 that test results for RT-PCR testing shall be available within **24 HOURS** from collection of specimen. Ensure that test results for Antigen testing shall be available within **4 HOURS** from collection of specimen. The medical provider shall transmit the softcopy result of the test to OSG within twenty-four or four hours respectively and shall provide medical certificates for those who will undergo testing.

13. The licensed medical officer/s who will administer the testing, collect samples, and assess/interpret the results shall follow DOH published guidelines on COVID-19 case management.

TERMS OF PAYMENT

14. The **SERVICE PROVIDER** shall be paid based on the number of

RT-PCR Tests actually conducted on OSG employees which shall be estimated at 257 units with a price not exceeding Php3,500.00 per unit inclusive of all applicable taxes.

15. The **SERVICE PROVIDER** shall allow the **CONVERSION** of RT-PCR test kits to Antigen Test kits when necessary.

16. The **SERVICE PROVIDER** shall be paid based on the number of Antigen Tests actually conducted on OSG employees which shall be estimated at 105 Antigen units with a price not exceeding Php950.00 per unit inclusive of all applicable taxes.

17. The **SERVICE PROVIDER** may request for advance payment not exceeding 15% of the contract price as mobilization fee within five (5) days upon receipt of signed and notarized Contract. The **FIRST BILLING** by the **SERVICE PROVIDER** shall only commence after the consumption of the 15% mobilization fee if availed of.

18. The monthly progress billing shall only be paid to the **SERVICE PROVIDER** upon submission of accomplishment report detailing the RT-PCR Test actually conducted on OSG employees as verified and certified by OSG Covid-19 Response Committee or its authorized representative.

19. 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.

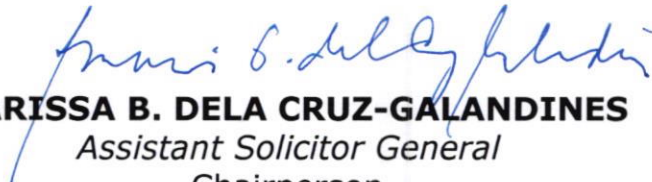
20. The **OSG** and the **SERVICE PROVIDER** may extend the contract on a monthly basis for a minimum period of six (6) months to a maximum period of one (1) year subject to the agreement of both parties.

DELIVERY SCHEDULE

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

Respectfully submitted.

**TECHNICAL WORKING GROUP FOR THE
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