



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all PhilGEPS registered suppliers to participate and submit their lowest price quotation for the **Supply, Delivery and Administration of Pneumococcal Vaccines for the IC for CY 2024**, subject to the terms and conditions stated in the Terms of Reference (TOR):

| | |
|---|--|
| NAME OF PROJECT | Supply, Delivery and Administration of Pneumococcal Vaccines for the IC for CY 2024 |
| REFERENCE NO. /PR NO. | Purchase Request No. 2024-07-207 |
| 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) | Six Hundred Thirty Thousand Pesos (PhP 630,000.00) |
| DEADLINE OF SUBMISSION OF QUOTATION/S | <u>14</u> October 2024, 12:00 NN |

The duly accomplished **REPLY SLIP**, including the other requirements as enumerated in the TOR, **must be submitted in person or via email not later than 12:00 NN, 14 October 2024**, to the Human Resource Division through the following:

- Contact person** : **Mr. Kaerstan Abner D. Villaviray**
 IC Administrative Assistant I
- 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, 08 October 2024





TERMS OF REFERENCE

Supply, Delivery and Administration of Pneumococcal Vaccines for the Insurance Commission (IC) for CY 2024
Purchase Request No. 2024-07-207

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:

| <i>Item and Description</i> | <i>Quantity and Unit</i> | <i>Approved Budget for Contract in PhP</i> |
|---|--------------------------|--|
| Supply, Delivery and Administration of Pneumococcal Vaccines for the IC for CY 2024 | 300 doses | Six Hundred Thirty Thousand Pesos (PhP 630,000.00) |

Price quotation received in excess of the ABC shall be automatically disqualified during evaluation. Prices must be valid for thirty (30) calendar days from receipt and should not be subject to change or 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

| | <i>Minimum Requirements</i> |
|---|--|
| Vaccine Pharmaceutical Description | Pneumococcal Polysaccharide Vaccine, Polyvalent for Adults |
| Indications and Usage | A vaccine indicated for activate immunization for the prevention of pneumococcal disease caused by the twenty-three (23) serotypes contained in the vaccine. |
| 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. |



| | Minimum Requirements |
|--------------------------|--|
| Dosage Form | Suspension for injection is a clear, colorless solution. |
| Posology | Single-dose of 0.5 mL vaccine for active immunization. |
| Quantitative Composition | Contains antigens from the twenty-three (23) most virulent of the 83 subtypes of <i>S. pneumoniae</i> (1, 2, 3, 4, 5, 6B, 7F, 8, 9N, 9V, 10A, 11A, 12F, 14, 15B, 17F, 18C, 19F, 19A, 20, 22F, 23F, 33F). |
| Method of Administration | Injected intramuscular or subcutaneously into the deltoid muscle or lateral mid-thigh, should not be injected intravenously or intradermally. |

IV. Schedule of Requirements

A. General Requirements

| | Particulars | Minimum Requirements |
|---|--------------------------|--|
| 1 | Ordering Facility | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> The Supplier shall ensure cold chain during the delivery and 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. |

| | Particulars | <i>Minimum Requirements</i> |
|---|---|--|
| 3 | Medical Supplies and Paraphernalia | <p>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:</p> <ul style="list-style-type: none"> Pre-vaccination Screening Form Vaccination Cards Cotton Balls Band-Aids Sharps Bins Alcohol Garbage bins/bags Sterile syringes and needles |
| 4 | Medical Team | <ul style="list-style-type: none"> • The Supplier shall provide a medical team for every batch of administration of vaccines: for IC Main Office-Manila, 1 Medical Doctor and 2 Registered Nurse for the first batch, and 1 Medical Doctor and 1 Registered Nurse for the second batch. For each District Offices: 1 Registered Nurse. • The medical team 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. |
| 5 | Administration | <ul style="list-style-type: none"> • 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. |

| | Particulars | Minimum Requirements |
|---|--------------------------|--|
| 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 |
|--------------|--|-----------------------|--------------|--------------------------|
| | | <i>Medical Doctor</i> | <i>Nurse</i> | |
| 1 | Delivery Date indicated in the Notice to Proceed | 1 | 2 | 200 |
| 2 | Within ten (10) days from Batch 1 | 1 | 1 | 100 |

All employees who will not be able to attend Batch 1 shall be accommodated in Batch 2. Please note 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 be 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 (Nurse) | Quantity and Unit | |
|--------------|--|---|--------------------------------|---------------------------------|
| | | | <i>IC Cebu District Office</i> | <i>IC Davao District Office</i> |
| 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, 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 or 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 IC'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 IC 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 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 1 December 2024
- 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 RA 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 terms and conditions in the Terms of Reference (TOR) for the Small Value Procurement (SVP) for the **Supply, Delivery and Administration of Pneumococcal Vaccines for the IC for CY 2024**, I/We quote you on the item at prices noted below:

| ITEM AND DESCRIPTION | QUANTITY AND UNIT | TOTAL COST |
|--|-------------------|------------|
| | 1 Lot | |
| Note: <ul style="list-style-type: none">▪ Total Cost should not exceed the ABC of Six Hundred Thirty Thousand Pesos (PhP630,000.00)▪ 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:

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)

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]