

# STATEMENT OF COMPLIANCE TO THE TECHNICAL SPECIFICATIO

**PROJECT: ANTIGEN FOR TESTING SERVICE FOR PARTICIPANTS AND GUEST RE: TPB STRATEGIC PLANNING AND HARMONIZATION WORKSHOP (PR No. 10.054)**

**Quotation No. TPB-PR.2022.10.380**

**[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification]**

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE (COMPLY/NOT COMPLY)
1	<p>INDICATIVE DATES: 12 December 2022 (target dates of implementation)</p> <p>NO. OF PARTICIPANTS: 73 participants (indicative)</p>	
2	<p>SPECIFICATIONS – Lot 1</p> <p><b>Required Service</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider shall conduct on-site testing for 60 personnel who are participants to be TPB 4-day Strategic Planning and Harmonization Workshop at the TPB Office using the SARS-Cov-3 Antigen Rapid Diagnostic Test Kits.</li> <li>b. The schedule is to be determined and set by TPB with an indicative date of 12 December 2022.</li> </ul> <p>Site of the Antigen Testing will be at the designated TPB office premises</p>	
3	<p><b>General Specifications</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider must have a valid license to Operate issued by the Department of Health (DOH) following the Standards and Requirements of Administrative Order (AO) No. 2007-0027.</li> <li>b. The Service Provider shall designate and provide an appropriate number of duly licensed or trained medical professionals to facilitate the Antigen Testing for 60 of TPB’s personnel with a names list to be provided.</li> <li>c. The Service Providers’ deployed medical team shall submit their respective negative results for RT-PCR COVID-19 test at least one (1) day prior to the conduct of onsite testing</li> </ul>	

	<p>d. The Service Providers' deployed medical team shall wear their company's uniform and I.D. and designate amongst the team a coordinator to liaise with the assigned TPB Project Officer During the conduct of testing and at all points of contact with TPB personnel, the medical team shall wear the complete prescribed Personal Protective Equipment (PPE).</p>	
4	<p><b>Technical Requirements</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider shall ensure to only use FDA registered testing kits, reagents and devices for SARS-COV2 Rapid Antigen Testing</li> <li>b. All testing kits to be used shall be with a clinical sensitivity of at least 90% and clinical specificity of at least 97%.</li> <li>c. The Service Provider must bring on-site adequate number of testing kits, PPEs for their health care providers and other consumables necessary for the testing services. The Service Provider shall ensure that it has an adequate contingency measure/plan to cover for any and all testing kit errors.</li> <li>d. The SARS-COV2 Rapid Ag testing shall be collection of specimens through nasopharyngeal and/or oropharyngeal swabbing.</li> <li>e. The Service Provider must ensure proper handling and storage of these specimens.</li> <li>f. The Service Provider shall take charge of the disposal of sharps and other biohazardous wastes from the on-site testing area.</li> <li>g. Testing kit processing time to display result shall be within thirty (30) minutes</li> <li>h. The Service Provider must provide within business hours of the same day conduct of antigen testing all test certificates via digital copies; hardcopies are provided to clients upon request, with NO extra charge. Results are to be provided via email.</li> <li>i. The result must express in qualitative terms (example: positive, negative, reactive, or non-reactive).</li> </ul> <p>The Service Provider must maintain all medical results and other information in strict confidence. The Service Provider must not disclose documents and information unless authorized by TPB or the employee concerned and as required by a government health authority. Zero tolerance shall be enforced for any violations to data privacy.</p>	
5	<p><b>SPECIFICATIONS – Lot 2</b></p> <p><b>Required Service</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider shall conduct on-site testing for 15 personnel who are participants to the TPB 4-day Strategic Planning and Harmonization Workshop at the designated holding room or lounge of the designated event hotel within Clark Freeport and Special Economic Zone, Pampanga.</li> <li>b. The schedule is to be determined and set by TPB with an indicative date of 13 December 2022.</li> </ul> <p>Site of the Antigen Testing is to be determined by TPB and limited to within Clark Freeport and Special Economic Zone, Pampanga</p>	

	<p><b>General Specifications</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider must have a valid license to Operate issued by the Department of Health (DOH) following the Standards and Requirements of Administrative Order (AO) No. 2007-0027.</li> <li>b. The Service Provider shall designate and provide an appropriate number of duly licensed or trained medical professionals to facilitate the Antigen Testing for 15 of TPB's VIP Guests with a names list to be provided.</li> <li>c. The Service Providers' deployed medical team shall submit their respective negative results for RT-PCR COVID-19 test at least one (1) day prior to the conduct of onsite testing</li> <li>d. The Service Providers' deployed medical team shall wearing their company's uniform and I.D. and designate amongst the team a coordinator to liaise with the assigned TPB Project Officer</li> </ul> <p>During the conduct of testing and at all points of contact with TPB personnel, the medical team shall wear the complete prescribed Personal Protective Equipment (PPE).</p>	
	<p><b>Technical Requirements</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider shall ensure to only use FDA registered testing kits, reagents and devices for SARS-COV2 Rapid Antigen Testing</li> <li>b. All testing kits to be used shall be with a clinical sensitivity of at least 90% and clinical specificity of at least 97%.</li> <li>c. The Service Provider must bring on-site adequate number of testing kits, PPEs for their health care providers and other consumables necessary for the testing services. The Service Provider shall ensure that it has an adequate contingency measure/plan to cover for any and all testing kit errors.</li> <li>d. The SARS-COV2 Rapid Ag testing shall be collection of specimens through nasopharyngeal and/or oropharyngeal swabbing.</li> <li>e. The Service Provider must ensure proper handling and storage of these specimens.</li> <li>f. The Service Provider shall take charge of the disposal of sharps and other biohazardous wastes from the on-site testing area.</li> <li>g. Testing kit processing time to display result shall be within thirty (30) minutes</li> <li>h. The Service Provider must provide within business hours of the same day conduct of antigen testing all test certificates via digital copies; hardcopies are provided to clients upon request, with NO extra charge. Results are to be provided via email.</li> <li>i. The result must express in qualitative terms (example: positive, negative, reactive, or non-reactive).</li> </ul> <p>The Service Provider must maintain all medical results and other information in strict confidence. The Service Provider must not disclose documents and information unless authorized by TPB or the</p>	

	employee concerned and as required by a government health authority. Zero tolerance shall be enforced for any violations to data privacy.	
	<p><b>I. ELIGIBILITY REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. Must be Filipino owned, operated and legally registered conference venue/hotel under Philippine laws;</li> <li>2. Must comply with the legal and technical and other requirements under R.A. 9184 and its Revised Implementing Rules and Regulations</li> <li>3. Must be a Department of Health accredited medical laboratory / clinic / testing facility</li> <li>4. Must be accredited with the Philippine Government Electronic Procurement System (PHILGEPS);</li> <li>5. Must be willing to do an onsite Antigen testing at the TPB Office and TPB identified testing site</li> <li>6. Either has an existing credit line with TPB or would allow send-bill arrangement.</li> </ol>	
	<p><b>II. SPECIAL AND SPECIFIC CONDITIONS</b></p> <ol style="list-style-type: none"> <li>1. Should the indicative dates stated herein be not workable, then the actual dates may be worked out by both parties subject to mutual availability and agreement without changes to the other specifications stated in this Term of Reference.</li> <li>2. Force Majeure: If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such nonperformance, hindrance or delay, as applicable, of those obligations affected (the "Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.</li> </ol>	

	<p>The Impacted Party shall give Notice within 14days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days following Notice given by it, the other party may thereafter terminate the contract agreement specific to this Terms of Reference upon Notice.</p> <p>Further, TPB and the Service Provider hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party's obligations under this Terms of Reference.</p>	
	<p><b>IV. APPROVED BUDGET FOR CONTRACT</b></p> <p>Lot 1  <b><u>SEVENTY-FOUR THOUSAND PESOS (Php 74,000.00)</u></b> inclusive of all applicable fees and taxes.</p> <p>Lot 2  <b><u>TWENTY-SIX THOUSAND PESOS (Php 26,000.00)</u></b> inclusive of all applicable fees and taxes.</p>	
	<p><b>. TERMS OF PAYMENT:</b></p> <ol style="list-style-type: none"> <li>1. Send bill arrangement.</li> <li>2. Preferably has a Landbank account. Payment will be made through LBP bank deposit</li> <li>3. In case the supplier does not have a Landbank account, bank charges will be shouldered by the supplier</li> </ol>	
<p>For particulars, please contact:</p> <p>WILSON R. SUBA  Telephone numbers: (02) 525-9318 to 27 local 209 or (02) 525-6443  Email address: wilson_suba@tpb.gov.ph</p> <p>SHERYLL KARUNUNGAN  Telephone numbers: (02) 525-9318 to 27 local 209 or (02) 525-6443  Email address: <a href="mailto:sheryll_karunungan@tpb.gov.ph">sheryll_karunungan@tpb.gov.ph</a></p>		

I hereby certify to comply and deliver all of the above requirements.

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Name of Company

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Signature over Printed Name  
of Authorized Representative

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Date