



## TERMS OF REFERENCE FOR THE PROCUREMENT OF MEDICAL LABORATORY AND DIAGNOSTIC SERVICES

### I. RATIONALE

In accordance with Administrative Order No. 402, s. 1998, titled "*Establishment of the Annual Medical Check-up Program for Government Personnel*", and the DOH-DBM-PHIC Joint Circular No. 01, s. 1998, which provides the rules for implementing AO No. 402, all government offices are mandated to offer annual medical check-ups for their employees.

Additionally, Civil Service Commission (CSC) Resolution No. 33, dated December 22, 1997, requires all government offices to provide annual mental, medical, and physical examinations for their employees. This policy underscores the significant impact of employees' physical well-being on the efficiency and effectiveness of public service delivery. It also highlights the interim nature of this program, as it has yet to be fully integrated into the National Health Insurance Program administered by the Philippine Health Insurance Corporation (PHIC).

In support of MWSS RO's commitment to a drug-free workplace, as stipulated in the CSC-DOH-DOLE Joint Memorandum Circular (JMC) No. 1, s. 2020, titled "*Occupational Safety and Health (OSH) Standards for the Public Sector*", and in line with Section 36(d) of Republic Act No. 9165, all public and private office employees, whether domestic or overseas, are required to undergo random drug testing as specified in their organization's work rules and regulations. The employer bears the cost of the testing to reduce workplace risks. Any officer or employee found positive for the use of dangerous drugs will be subject to administrative action, including suspension or termination, in accordance with Article 282 of the Labor Code and relevant provisions of the Civil Service Law.

### II. GENERAL OBJECTIVE

As a government agency, the MWSS Regulatory Office (MWSS RO) is committed to providing essential preventive medical laboratory and diagnostic services to eligible employees. These services will ensure that MWSS RO talents have access to high-quality healthcare aimed at promoting their overall well-being.

To this end, the MWSS RO Administration Department-HR in coordination with the Safety and Health Committee will organize the Annual Physical Examination (APE) for 2024, which will include random drug testing. The goal is to partner with a



qualified medical laboratory and diagnostic services provider to conduct the APE for eligible talents. Additionally, the results of these examinations will serve as a vital health database for MWSS RO talents, ensuring they are physically fit to fulfill their professional duties.

### **III. ELIGIBILITY REQUIREMENTS**

1. Must have a valid PhilGEPS registration;
2. Must have a valid License to Operate issued by the Department of Health following the Standards and Requirements of Administrative Order (AO) No. 2007-0027, or in case of a recently expired license: copy of recently expired License to Operate and proof of renewal (e.g. Official Receipt). The valid License shall be submitted before contract implementation;
3. Must be an authorized drug testing laboratory accredited and monitored by the DOH under Section 39 of R.A. No. 9165 otherwise known as "AN ACT INSTITUTING THE COMPREHENSIVE DANGEROUS DRUGS ACT OF 2002, REPEALING REPUBLIC ACT NO. 6425, OTHERWISE KNOWN AS THE DANGEROUS DRUGS ACT OF 1972, AS AMENDED, PROVIDING FUNDS THEREFOR, AND FOR OTHER PURPOSES."
4. Must have at least two (2) clinics/branches within Metro Manila and at least one (1) in Quezon City operating at least six (6) days a week;
5. Must have satisfactorily completed a contract similar to the contract to bid, with an amount equivalent to at least 50% of the Approved Budget for the Contract (ABC). "Similar contract" is defined as a "contract of APE with a Government agency".

### **IV. SCOPE OF WORK**

Provide medical laboratory and diagnostics services to MWSS RO talents at the MWSS RO Building, Katipunan Avenue Corner Ventura St., Barangay Pansol, Quezon City. For Lot 1: Annual Physical Examination, 60 eligible permanent talents will participate, with different packages provided based on age groups. For Lot 2: Drug Testing, a total of 110 talents, including the 60 eligible permanent talents, contract of service personnel, security personnel, and utility personnel as shown in the table below:

No.	Particulars	Qty.	Bid Cost/ head	Total Bid
<b>LOT 1 - ANNUAL PHYSICAL EXAMINATION</b>				
1.	Physical Examination;	60		
2.	Routine Urinalysis;	60		
3.	Fecalysis with Occult blood (Ova and parasites, amoeba);	60		
4.	Complete Blood Chemistry: Cholesterol; Triglycerides; LDL; HDL; VLDL; Calcium; Creatinine; BUN; Potassium; Sodium; Fasting Blood Sugar; SGOT/AST; SGPT/ALTV; Uric Acid; HBA1C; and CBC;	60		
5.	Chest X-ray (Plain): Posterior-Anterior (PA) View;	60		
6.	12 Lead Electrocardiogram (ECG);	60		
7.	Whole Abdominal Ultrasound (liver, spleen, pancreas, adrenals, gallbladder, kidneys and urinary bladder);	34		
8.	Whole Abdominal Ultrasound plus Prostate Specific Antigen (PSA) markers for males above 40 years old;	17		
9.	Whole Abdominal Ultrasound plus breast ultrasound for females above 40 years old;	9		
10.	Pap's Smear for females above 40 years old; and	9		
11.	Mammogram for females above 40 years old;	9		
<b>LOT 1 - DRUG TESTING</b>				
12.	Drug Testing: (All MWSS RO Talents, including Janitors, and Security Guards as of the actual testing date.)	110		
Other services offered free of charge, if any (consultations and other services where applicable):				Free

No.	Particulars	Qty.	Bid Cost/ head	Total Bid
<b>Total Bid Price for the Contract:</b> <i>(amount in words)</i>				PhP

We hereby offer the above Bid Price for the 2024 APE of the MWSS RO.		
Company Name	<hr style="width: 80%; margin: 0 auto;"/> Signature over Printed Name of Authorized Representative	Date

**V. OBLIGATIONS OF THE SERVICE PROVIDER.**

No.	Particulars
1.	Conduct and facilitate the on-site medical laboratory and diagnostics services preferably at the MWSS RO premises located at Katipunan Avenue Corner Ventura St., Barangay Pansol, Quezon City;
2.	Provide the prescribed laboratory/diagnostic procedures covered in the APE package to the <b>sixty (60)</b> qualified talents of the MWSS RO and drug testing for <b>one hundred ten personnel (110)</b> listed by the MWSS RO through its Administration Department-HR.
3.	Provide sufficient medical equipment, personnel, supplies, and materials including the necessary communications to accomplish the APE package specified in Section IV hereof;
4.	Comply with prescribed diagnostic/laboratory procedures specified in Section IV and provide medical interpretations of all the laboratory test results;
5.	Issue a Statement of Account indicating the cost components availed in the APE Package including records of test results, and signature of the talents acknowledging actual diagnostic/laboratory procedures conducted;
6.	Arrange and coordinate special schedule of medical laboratory and diagnostics services for talents who missed the on-site APE within 30 calendar days, subject to the endorsement from the MWSS RO's Administration Department-HR.

<i>No.</i>	<i>Particulars</i>	
We hereby agree to comply with the above obligations:		
Company Name	Signature over Printed Name of Authorized Representative	Date

**VI. DELIVERABLES**

The Service Provider shall perform and deliver the following services:

<i>Tasks</i>	<i>Timelines</i>	<i>Deliverables/ Report</i>
Conduct end-to-end actual extraction of the specimen, Laboratory tests, diagnostic procedures, processing, and medical interpretation of the results including confirmatory/ follow-up tests, if necessary.	Completion within thirty (30) calendar days from the start of actual testing date.	Report of actual laboratory tests, diagnostics, and medical services with the acknowledgment signatures of each Talent of the MWSS RO.
Issuance of Laboratory and Diagnostic Results in hard and soft copy.	Within thirty (30) calendar days after the completion of the APE and drug testing services covered under the contract.	Statement of Account, Summary of Actual Diagnostic procedure availed at its cost per procedure.  List of Talents recommended for further tests or interventions based on the results of the APE and Drug Testing.
<i>Statement of compliance:</i> I/We hereby agree to comply and deliver all the above requirements.		

Tasks	Timelines	Deliverables/ Report
Company Name	Signature over Printed Name of Authorized Representative	Date

**VII. DURATION OF ENGAGEMENT AND APPROVED BUDGET FOR THE CONTRACT (ABC).**

The Service Provider shall be engaged for three (3) months commencing within 30 calendar days upon acceptance of the Contract.

The Approved Budget for the Contract is **Eight Hundred Eighty-Three Thousand Seven Hundred Fifty Pesos Only (PhP 883,750)** for the MWSS RO Talents subject to the actual laboratory test and diagnostic procedures availed, not to exceed the total Bid Price, inclusive of all applicable taxes.

*Seven Hundred Ninety Seven Thousand Nine Hundred Fifty pesos*  
*Correction: After further evaluation, the total amount of ABC: ₱ 797,950.00*

**VIII. CRITERIA OF AWARD**

The contract shall be awarded to the Bidder with the highest score based on the following criteria:

Particulars	Wt. Points	Wt. Percentage	Score
1. Offered package based on the twelve (12) listed Laboratory Tests & Examinations;	<ul style="list-style-type: none"> <li>• 12 plus 1 or more addn'l. free tests = 100</li> <li>• 12 or full package only = 80</li> <li>• Less than 12 disqualified</li> </ul>	40%	40
2. Offered Price for the complete package as listed per talent.	<ul style="list-style-type: none"> <li>• 70-80% of ABC = 100</li> <li>• 81-90% of ABC = 80</li> <li>• 91-100% of ABC = 70</li> <li>• More than the ABC = disqualified;</li> </ul>	50%	50
3. Other Follow-up laboratory tests or confirmatory tests free of charge.	<ul style="list-style-type: none"> <li>• 5 &amp; up = 100</li> <li>• 3 to 4 = 70</li> <li>• 1 to 2 = 50</li> <li>• None = 0</li> </ul>	10%	10
	<b>TOTAL POINTS</b>	<b>100%</b>	<b>100</b>

## **IX. TERMS OF PAYMENT**

Full payment shall be processed and released within fifteen (15) calendar days upon issuance of a Certificate of Acceptance for satisfactory completion of the services rendered with the complete supporting documents from the Service Provider, such as an invoice or Statement of Account and the required Deliverables/Reports.

Payment will be based on the actual tests and procedures utilized by each Talent. Any costs for medical laboratory and diagnostic services beyond the APE package will be the responsibility of the individual MWSS RO Talent.

## **X. WORKING CONDITIONS AND ARRANGEMENTS**

The Service Provider shall directly coordinate with the Administration Department-HR on all matters relative to this engagement, such as contract signing, Certificate of Acceptance, and Endorsement of talents, if any. The Administration-HR and the Safety and Health Committee shall work closely with the Service Provider to ensure an orderly implementation of the Annual Physical Examination and Drug Testing.

## **XI. CONFIDENTIALITY CLAUSE**

The Service Provider shall be bound to the confidentiality of data and information accessed during this contract and shall be liable for any breach thereof. In addition, the Service Provider must maintain all medical results and other information in strict confidence and must not disclose documents and information unless authorized by the Administration Department-HR or the talents concerned.

## **XII. RESERVATION CLAUSE**

MWSS RO reserves the right to reject any or all proposals, or to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of any or all of the proposals.

MWSS RO reserves the right to reject the proposal of any proponent who;

1. does not offer the required services as provided for in this Terms of Reference;
2. discovered to have suppressed, disclosed, or falsified information; or