



Republic of the Philippines
Supreme Court
Manila

**BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)**

BIDDING DOCUMENTS

*Procurement of Comprehensive
Healthcare Plan to All Lower Court
Judges of the 1st and 2nd Level
Including Shari'a Courts*



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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.



FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project—Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency



which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



Section I. Invitation to Bid

1. The **Supreme Court**, through the Appropriations of the Lower Courts for CY 2021, intends to apply the sum of **Fifty Seven Million Pesos (₱57,000,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts – ITB No. 2021-21.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **August 23, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Six Thousand Pesos (₱26,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Supreme Court will hold a Pre-Bid Conference on **August 31, 2021, 2:30 p.m.** within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. Prospective bidders are advised to send a **letter of intent** containing the names and email addresses of interested participants on or



before **August 30, 2021, 4:00 p.m.** Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.

7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **September 14, 2021, 10:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 14, 2021, 2:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Bids and Awards Committee for Goods and Services
(SC-BAC-GS) Secretariat
Office of Assistant Court Administrator Lilian C. Barribal-Co
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.
E-mail address: scbacgs2010@gmail.com; bacgs.sc@judiciary.gov.ph
Telephone No. (02) 8536-9233
12. For downloading of Bidding Documents, you may visit:
<https://sc.judiciary.gov.ph/bids-and-awards/>

August 23, 2021

Sgd.
LILIAN C. BARRIBAL-CO
Assistant Court Administrator
and Chairperson, SC-BAC-GS



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Supreme Court of the Philippines*, wishes to receive Bids for the *Procurement of Comprehensive Healthcare to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts*, with identification number *ITB No. 2021-21*.

The Procurement Project (referred to herein as “Project”) is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of *Fifty Seven Million Pesos (P57,000,000.00) inclusive of Value-Added Tax*.

2.2. The source of funding is Appropriations of the Lower Courts for CY 2021 pursuant to CAF No. OT -2021-05 dated 21 May 2021.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.



- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents



Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and



iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids



- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

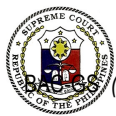
- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid



through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



Section III. Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Procurement of healthcare plans</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	<p>Subcontracting is not allowed.</p>								
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table><tr><th colspan="2">ENVELOPE NO. 1 TECHNICAL COMPONENT</th></tr><tr><th></th><th>CLASS "A" DOCUMENTS</th></tr><tr><th>INDEX TABS</th><th>LEGAL DOCUMENTS</th></tr><tr><td>I-1</td><td><p>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p><p>Or, in lieu of the Platinum PhilGEPS Certificate:</p><p>I-1.a Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,</p><p>I-1.b Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or</p></td></tr></table>	ENVELOPE NO. 1 TECHNICAL COMPONENT			CLASS "A" DOCUMENTS	INDEX TABS	LEGAL DOCUMENTS	I-1	<p>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p> <p>Or, in lieu of the Platinum PhilGEPS Certificate:</p> <p>I-1.a Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,</p> <p>I-1.b Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or</p>
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		the equivalent document for Exclusive Economic Zones or Areas I-1.c Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
		TECHNICAL DOCUMENTS
	I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <p>1. Copies of the Contracts; and</p> <p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)</p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱28,500,000.00.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p><u>or</u></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use</i></p>



		Form VIII-C in Section VIII)
	I-5	Conformity with the Schedule of Requirements (Accomplish/use form in Section VI)
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (use (Accomplish/use form in Section VII)
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (use Form VIII-D in Section VIII);</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	Company profile which shall include information on the number of years in the HMO industry with experience of at least three (3) years in handling government or private accounts on a nationwide basis and the list of its officers, including names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.
	I-9	Authority of the representative/signatory.



	I-10	Latest Certificate of Registration issued by the Insurance Commission to operate as a Health Maintenance Organization (HMO)
	I-11	<p>Updated list of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide.</p> <p>The list shall include the following major hospitals, together with the names of their specialists:</p> <ol style="list-style-type: none">1. St. Luke's Hospitals (Global and QC)2. Asian Hospitals3. Capitol Medical Center4. Cardinal Santos Medical Center5. Makati Medical Center
	I-12	Certificate of good standing from at least five (5) accredited major hospitals for the year 2020.
	I-13	<p>Statement identifying at least one (1) <u>EXISTING</u> contract with an annual premium equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC) of ₱57,000,000.00 or ₱28,500,000.00.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none">1. Copy of the contracts; and <p>(If there is no contract, the purchase order [P.O.] may be submitted as long as the terms and conditions are included therein.)</p> <ol style="list-style-type: none">2. Copy of the Certificate of Acceptance or Official Receipt of the last payment received.
	I-14	Certification/s of at least "Very Satisfactory" Performance from at least two (2) current clients for at least six (6) months, of similar nature to the contract to be bid.
		FINANCIAL DOCUMENTS
	I-15	The Supplier's 2020 Audited Financial Statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions
	I-16	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);



		<p>NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p>(The NFCC shall be based on the 2020 Audited Financial Statement. Bidders shall attach the Audited Financial Statement to the NFCC Computation.)</p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (10% of ABC).</p>						
		Class “B” Document						
	I-17	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p>						
11	<p>Instructions regarding indexing of financial documents: The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table><tr><th>INDEX TABS</th><th>FINANCIAL DOCUMENTS</th></tr><tr><td>II-1</td><td>Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td></tr><tr><td>II-2</td><td>Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be</i></td></tr></table>		INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be</i>
INDEX TABS	FINANCIAL DOCUMENTS							
II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).							
II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be</i>							



	<table><tr><td></td><td><i>allowed)</i></td></tr></table>		<i>allowed)</i>
	<i>allowed)</i>		
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p class="list-item-l1">a. The amount of not less than ₱1,140,000.00 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p class="list-item-l1">b. The amount of not less than ₱2,850,000.00 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>		
15	<p>Instructions re: Sealing and Marking of bids:</p> <p>Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>		



	<div><p style="text-align: center;"><u>TECHNICAL COMPONENT</u></p><p style="text-align: center;">BID FOR THE <i>Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts</i></p><p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p><p style="text-align: center;">HON. LILIAN C. BARRIBAL-CO Chairperson SUPREME COURT BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (SC-BAC-GS)</p><p style="text-align: center;">DO NOT OPEN BEFORE 2:00 p.m., 14 September 2021</p><p>Check one:</p><p><input type="checkbox"/> Original - Technical Component <input type="checkbox"/> Copy No. 1 - Technical Component <input type="checkbox"/> Copy No. 2 - Technical Component</p></div> <div><p style="text-align: center;"><u>FINANCIAL COMPONENT</u></p><p style="text-align: center;">BID FOR THE <i>Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts</i></p><p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p><p style="text-align: center;">HON. LILIAN C. BARRIBAL-CO Chairperson SUPREME COURT BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (SC-BAC-GS)</p><p style="text-align: center;">DO NOT OPEN BEFORE 2:00 p.m., 14 September 2021</p><p>Check one:</p><p><input type="checkbox"/> Original - Financial Component <input type="checkbox"/> Copy No. 1 - Financial Component <input type="checkbox"/> Copy No. 2 - Financial Component</p></div> <p>The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:</p> <div><p style="text-align: center;">BID FOR THE <i>Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts</i></p><p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p><p style="text-align: center;">HON. LILIAN C. BARRIBAL-CO Chairperson SUPREME COURT BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (SC-BAC-GS)</p><p style="text-align: center;">DO NOT OPEN BEFORE 2:00 p.m., 14 September 2021</p><p><input type="checkbox"/> Original Bid <input type="checkbox"/> Copy No. 1 <input type="checkbox"/> Copy No. 2</p></div>	
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17	<p>Bid opening shall be conducted at 2:00 p.m. on September 14, 2021 within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none">Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.The access link for the video conference will be sent to the declared e-mail address. <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the other members of the SC-BAC-GS shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p>
19.3	<p>One (1) Lot - <i>Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts</i></p>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none">The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.Valid and subsisting Platinum Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening.Other appropriate licenses and permits required by law.



Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]} or Framework Agreement* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Section V. Special Conditions of Contract

GCC Clause	
1	In addition to the provisions of Section VI (Schedule of Requirements), Section VII (Technical Specifications) provide the Goods and Services to be provided.
3	No further instructions.
4	None.
5.1	Not applicable.
5.2	Not applicable.
6	No additional provision.



Section VI. Schedule of Requirements

This form itself must be submitted.

Recopying is not allowed and may be a ground for disqualification.

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Comprehensive Health Care Plan Coverage, Benefits, and Services as defined in Section VII – Technical Specifications containing the Terms of Reference	For each of the enrolled members	For each of the enrolled members	One (1) Year
2	Utilization Report (1.14.1 of the Terms of Reference)	One (1) report every semester	Two (2) reports	Within sixty (60) days counted from the end of every semester
3	Updated Nationwide list of Health Care Provider coordinators, accredited hospitals, clinics, physicians, dentists including centers, accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, slimming and biometric programs. (1.14.2 of the Terms of Reference)	A copy of the list to the OAS, OCA	As required	Within thirty (30) days from execution of the contract with the Court
4	Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination	For each of the enrolled members through the Executive Judges, in coordination with OAS-OCA	Based on the submitted number of enrolled members	Within thirty (30) days from the execution of the contract with the Court

I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder

Signature over Printed Name of Representative

Date



Section VII. Technical Specifications

(The Technical Bid Form/Conformity with the Technical Specifications can be found after the Terms of Reference/)

TERMS OF REFERENCE

COMPREHENSIVE HEALTH CARE PLAN TO ALL LOWER COURTS JUDGES OF THE 1ST AND 2ND LEVEL INCLUDING SHARI'A COURTS

REGIONAL TRIAL COURTS

FAMILY COURTS

METROPOLITAN TRIAL COURTS

MUNICIPAL TRIAL COURT IN CITIES

MUNICIPAL TRIAL COURTS

MUNICIPAL CIRCUIT TRIAL COURTS

SHARI'A CIRCUIT COURTS

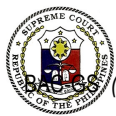
SHARI'A DISTRICT COURTS

BIDDERS MUST SATISFY THE FOLLOWING CRITERIA:

1. Registered with the Insurance Commission as a Health Maintenance Organization (HMO)
2. At least three (3) years experience in handling government or private accounts on nationwide basis;
3. With at least one (1) existing contract with an annual premium equivalent to at least fifty (50) percent of the total ABC of this account; and
4. With a functioning network of affiliated tertiary hospitals and clinics nationwide. This also includes the five (5) major hospitals in Metro Manila (St. Luke's Hospitals (Quezon City and Global City), Asian Hospitals, Capitol Medical Center, Cardinal Santos Medical Center, Makati Medical Center together with their specialists.)

I. COVERAGE

1. The following are eligible for membership under this Health Care Plan. All judges of the lower courts from 1st and 2nd level including Shari'a Courts (Regional Trial Courts (including Judges-at-Large), Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts), who are in the service as of the date of effectivity of the contract.



2. Enrollment of members shall be done at the start of contract year for all judges of the lower courts from 1st and 2nd level including Shari'a Courts (Regional Trial Courts (including Judges-at-Large), Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts). Coverage shall be until the end of the contract year.
3. All judges of the lower courts from 1st and 2nd level including Shari'a Courts (Regional Trial Courts (including Judges-at-Large), Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts) who enter the service after the execution of the contract shall be covered effective on the date of their appointment or hiring as certified by the Office of Administrative Services, Office of the Court Administrator. The corresponding premium shall be pro-rated.
4. All judges of the lower courts from 1st and 2nd level including Shari'a Courts (Regional Trial Courts (including Judges-at-Large), Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts), who are separated due to retirement, resignation, transfer to another office, or dismissal for cause, shall be covered up to the end of the contract year when he/she is separated from service, provided that he/she shall pay his/her part of the premium for the remaining period in full. Payment shall be made within 60 days from date of separation from service.
5. Health Maintenance Organizations (HMOs) are invited to bid on the approved budget for this project which is **₱57,000,000.00 (inclusive of VAT)**. The approved budget is based on the actual number of all judges of the lower courts from 1st and 2nd level including Shari'a Courts (Regional Trial Courts (including Judges-at-Large), Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts) estimated at **2,000**(filled positions) as of **March 31, 2021**. Payment shall be on a **quarterly basis**.

II. BENEFITS

This healthcare plan shall include the following:



A. OUT-PATIENT BENEFITS

In the event that the assured member suffers illness or injury not requiring confinement in a hospital, the HMO shall provide:

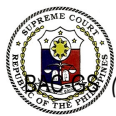
- a. Any number of medically necessary consultations c/o accredited clinics and coordinators.
- b. Referral to specialists
- c. X-ray, routine laboratory examinations, Routine diagnostic and therapeutic procedures as prescribed by an accredited medical doctor.
- d. Treatment and or surgery of minor injuries and surgery not requiring confinement
- e. Eye, ear, nose & throat consultations and treatment
- f. Treatment of Congenital Illness up to **P10,000.00**
- g. Anti-Rabies, Anti Tetanus, and Anti Snake bite venom shots up to **P10,000.00** per member per year.
- h. Physical therapy shall be **covered up to fourteen (14) sessions** per member per year inclusive of In-patient availment.
- i. There shall be no reimbursement for out patient medicines.

B. PREVENTIVE CARE BENEFITS

The following no-charge services shall also be provided by authorized hospital network provider:

- a. Periodic monitoring of health problems.
- b. Health-education and counseling on diet and exercise.
- c. Health habits and family planning counseling.

C. ANNUAL PHYSICAL EXAMINATIONS (APE)



Out-patient in an affiliated hospitals/clinics designated by the HMO provider on their birth months with a package of Executive Annual Physical Examinations, which include the following examinations:

- 1.1 Complete Blood Count (CBC)
- 1.2 U/A
- 1.3 FBS
- 1.4 Cholesterol
- 1.5 Triglyceride
- 1.6 LDL
- 1.7 SGPT
- 1.8 SGOT
- 1.9 Uric Acid
- 1.10 Creatinine
- 1.11 Alkaline Phosphatase
- 1.12 Albumin
- 1.13 Globulin
- 1.14 Fecalysis
- 1.15 HDL
- 1.16 Total Protein
- 1.17 Chest X-ray
- 1.18 ECG
- 1.19 2D Echo
- 1.20 Ultrasound of the Whole Abdomen
- 1.21 Papsmear
- 1.22 Prostate-Specific Antigen (PSA)
- 1.23 Mammography, if necessary

D. IN-PATIENT BENEFITS:

For any illness or injury requiring hospitalization, the Member shall be entitled to the in-patient care benefits enumerated below. Prior to the availment of in-patient care benefits, all required administrative documents and clearance shall, whenever possible, first be obtained from authorized hospital network provider liaison officer for presentation to the Admitting Section of the hospital concerned unless the confinement is in the nature of an emergency, or of extreme urgency as supported by the clinical chart. The in-patient care benefits are further subject to the exclusions and limitations specified in the pertinent provisions of this Contract.



1. No deposit upon admission
2. Room and board according to plan benefit
3. Operating room and Recovery room
4. Administered medicines
5. X-ray and laboratory examinations
6. Services of HMO Provider Specialists like anesthesiologists, internists, surgeons, etc.
7. Services and medications for general/spinal anesthesia or other forms of anesthesia necessary for a surgical procedure.
8. Intravenous fluids and transfusion of fresh whole blood
9. Modern therapeutic modalities and interventional surgical procedures such as, but not limited to laparoscopic surgery and lithotripsy, are covered up to the Maximum Benefit Limit (MBL) per year subject to pre-existing conditions coverage.
10. ICU confinements, dialysis, chemotherapy, and radiotherapy subject to the maximum limit and pre-existing condition coverage
11. Complex diagnostic procedures and therapeutic procedures shall be covered up to the Maximum Benefit Limit (MBL) for each member per year subject to the pre-existing conditions coverage (inclusive of room and board, operating room charges, professional fees and other incidental expenses relative to the procedure):
 - a. Angiography (e.g. coronary, cerebral, retinal, pulmonary, GI, etc)
 - b. Myelogram
 - c. Electromyography, Nerve Conduction Velocity Studies
 - d. Pulmonary perfusion scan
 - e. Tests involving use of Nuclear Technologies (e.g. Radionuclide Ventriculography/Thallium stress testing/Radionuclide/Thyroid scan, etc.), Nuclear technologies such as Pyrophosphate, Scintigraphy, Positron Emission Tomography, Radio Isotope Scanning, etc.)
 - f. 24-Hour Holter Monitoring, 2-D Echo and Doppler
 - g. Treadmill Stress Test
 - h. Bone densitometry scan (Dexascan)
 - i. Orthopedic Arthroscopy
 - j. Endoscopy including one of video
 - k. Adrenocortical Function (e.g. Primary Aldosteronism, Cushings Disease)
 - l. Plasma/Urinary Cortisol, Plasma Aldosterone, etc.
 - m. Mammography (breast cancer) and Sonomammogram
 - n. Laboratory/ancillary services for conditions whose pathogenesis or subsequent clinical improvement not yet fully established in Medical Science
 - o. Anti-nuclear antibody (ANA), C-Reactive protein (Rheumatic and its complications), Lupus cell exam



- p. New modalities and/or diagnostic and treatment procedures for conditions with established etiologies and its use is only as alternative to the conventional methods
- q. Radioactive Iodine Therapy
- r. Genetic/Immunologic studies
- s. Radiotherapy
- t. Chemotherapy
- u. All other items related to the management of the case

12. Maximum coverage limit (MCL) per member per illness or injury, per year shall be as follows:

Member	Coverage	Room
- All judges of lower courts from 1 st and 2 nd level including Shari'a Courts (Regional Trial Court, Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts)	Up to 250,000.00 per illness per year	Private Room

13. The hospital confinement must be recommended by an authorized network provider physician and covered by a **“letter of authority”**.
14. The confinement shall be in an affiliated hospital and the room accommodation shall be in accordance with the member's Room and Board accommodation specified herein.
15. Professional services should be provided by affiliated physicians. In case, however, the attending physician in an affiliated hospital preferred by a member-patient is non-affiliated the HMO shall reimburse the professional fees paid by the member-patient to his/her attending doctor subject to the Relative Unit Value (RUV) rate.

E. EMERGENCY ROOM BENEFITS:

1. Affiliated hospital network provider shall cover emergency services, or treatments, not otherwise excluded under the provision of this Contract.



2. Emergency care connotes that treatments must be instituted within 24 hours from the time the ailment or injury was sustained, or within 24 hours from the onset of symptoms of a potentially serious illness. To eliminate doubt on the terms “emergency care” it shall mean such services or treatment provided or initiated at the ER of a hospital.
3. The Member (or representative) shall notify authorized hospital network provider within twenty-four (24) hours, of any hospital confinement necessitated by an emergency. The employee (or representative) must provide reasonable information as to the nature of the incident/event requiring emergency. Any hospital confinement shall become subject to the applicable terms and conditions of this Contract. Authorized hospital network provider may, at its sole discretion refuse to extend in-patient benefits in care of failure to provide the aforementioned requirement.

F. EMERGENCY CARE IN AN ACCREDITED HOSPITAL:

Without prejudice and subject to the other provisions of these Contract, Emergency Care provider to a member at the ER of accredited hospital or its authorized hospital network provider accredited hospital shall be covered as per the terms of this Contract.

A member can go directly to the emergency room of an authorized affiliated hospital. Non-Emergency consultations are not allowed in the emergency room of hospital. Emergency care includes the following:

- a. Physician’s services
- b. Medicines used during treatment or for immediate relief
- c. Dressings, casts and sutures
- d. Oxygen and intravenous fluids
- e. X-ray, laboratory and other diagnostic examinations directly related to the emergency management of the patient.

G. EMERGENCY CARE IN A NON-ACCREDITED HOSPITAL:

1. When a member requires immediate medical attention necessitating use of the facilities of the nearest Non-Affiliated Hospital, (the provider) shall reimburse the Member **80%** of the actual hospital bills inclusive of Professional fees based on HMO’s Relative Unit Value.
2. After an emergency treatment had been administered and the Member requires confinement, the members or his representative as a pre-requisite

for in-patient coverage, must notify (the provider) within twenty-four (24) hours after admission. Authorization for in-patient coverage may be withheld should the twenty-four (24) hours notification is not followed. However, in case the patient, due to his medical condition is unable to communicate directly or through a representative, the 24 hours notification period shall be extended until twenty-four hours from the time he/she is clinically able to do so.

H. BENEFITS FOR SPECIAL DIAGNOSTIC PROCEDURES:

The Member may avail of any specialized laboratory examination and computer-based diagnostic procedures as enumerated below, provided that the examination is made upon the request of its authorized hospital network provider affiliated physician(s). These include the following:

A.A) Immunologic and Special Laboratory Examinations:

1. Hepatitis Profile, e.g. HbeAG, HBS Ag, Anti Hbc (IgM), Anti-HAV (IgM)
2. ANA Profile, e.g. Anti-Nuclear-Anti-body, Anti-Native-DNA, Anti-SM, Anti-SSA, Beta HCGm ANA.
3. Thyroid Profile, e.g. T3T4, TSH, FTA-ABS
4. TORCH Profile, e.g. Anti-Toxoplasma Gondii (IgM), Anti Rubelloa, Anti-Cytomegalo-Virus (Total Ig)
5. SLE Test, FAT Widal Test, ASO Titer, Serum Ig-Ci, Alpha-Feto, Protein, ESR.
6. Urine/Blood culture and sensitivity test
7. 24 hour protein determination
8. Troponin
9. Glycosylated Hemoglobin
10. Prostate Specific Antigen (PSA)

A.B) Special and Computer-Based Diagnostic Procedures:

- 1.1.1.1. Stress Testing (All Types)
- 1.1.1.2. Nuclear Radioactive Imaging
- 1.1.1.3. (including Parathyroid Scan)
- 1.1.1.4. Total Body Scan
- 1.1.1.5. Bone Scan
- 1.1.1.6. Renal Scan
- 1.1.1.7. Pulmonary Scan
- 1.1.1.8. Thallium Scan



- 1.1.1.9. Thyroid Scan
- 1.1.1.10. Echocardiography (all types)
- 1.1.1.11. Flourescent Angiography or Angioscopy of Eye Total
- 1.1.1.12. Breast Scintigraphy (EEG)
- 1.1.1.13. Electromyelography with Nerve Conduction Test
- 1.1.1.14. Electroencephalography (EEG)
- 1.1.1.15. Chest, Abdominal, thyroid, renal, breast, or pelvic ultrasonography (including transvaginal)
- 1.1.1.16. 3D imaging
- 1.1.1.17. Mammography
- 1.1.1.18. Positron Emission Tomography (PET SCAN)

A.C) Any other special diagnostic procedures and modalities of therapeutic procedures not stipulated above shall be covered.

A.D) Computerized-Based Diagnostic Procedures are covered: (up to MCL)

- 1. Lithotripsy.
- 2. Laparoscopic Cholecystomy.
- 3. Endoscopic Procedures.
- 4. Computerized Tomography Scan (CT Scan) Neuro scan.
- 5. Magnetic Resonance Imaging (MRI)
- 6. Magnetic Resonance Angiogram (MRA)
- 7. Nuclear Radioactive/Magnetic Isotope Scan (Thyroid, Bond) ultrasound and brachetherapy.
- 8. Sleep Study is covered ₱20,000.00 per year.
- 9. Pelvic Laparoscopy up to MCL.
- 10. Sclerotherapy.
- 11. Dialysis up to MCL.
- 12. Chemotherapy up to MCL.
- 13. Hysteroscopic Myoma.
- 14. Adult Hernias (age over 18 years).
- 15. Cyrosyrgery.
- 16. Fluorescein angiogram.
- 17. Acquired (Adult) Hernia.
- 18. Angioplasty.
- 19. Eye, ear, nose, and throat care including:
 - 1. Cataract surgery is covered (except eye correction)
 - 2. Laser Eye Treatment, except errors of refraction
 - 3. endoscopic Sinus Surgery.
 - 4. Laser Tonsillectomy.
- 20. Arthroscopic Knee Surgery



21. Special modalities and Diagnostic Procedures that are new in the market and accepted or approved by the medical community but not on an experimental stage or part of a research study shall be covered up to MCL, subject to evaluation should there be any alternative.

I. DENTAL BENEFITS:

The Member shall be entitled to dental services administered by an accredited service provider. The dental benefits shall cover the following services:

- a. Consultation and Dental Examinations
- b. Dental Nutrition and Dietary Counselling
- c. Dental Health Education
- d. Restorative and Prosthodontic Treatment
- e. Simple tooth extractions
- f. Temporary filling-unlimited (as needed)
- g. Permanent filling up to 2 surfaces only
- h. Annual prophylaxis (mild cases only)
- i. Simple tooth Adjustment of Dentures
- j. Re-cementation of loose crowns, in-lays and on-lays
- k. Restorative and Prosthodontic treatment up to **₱5,000.00**

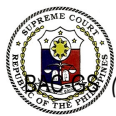
All dental services other than the above as prescribed by an accredited dentist shall be at discounted prices and shall only be performed with upon prior arrangement with the provider or its authorized officer/representative.

J. DEATH BENEFIT:

Financial Assistance in the minimum amount of **₱30,000.00** shall be given whether natural or accidental causes.

III. TERMS AND CONDITIONS

- 1.1. The contractor shall provide for all the services necessary to manage and/or administer the Comprehensive Healthcare Plan for the Lower Court in accordance with the requirements and conditions set herein.
- 1.2. The contractor guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.



- 1.3. All Pre-existing Condition and Illnesses including Dreaded and Non-Dreaded Illnesses (please refer to Annex B) shall be waived or shall be covered immediately upon effective date of coverage.
- 1.4. All expenses for emergency care services enumerated in Annex B used in the emergency treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician, specialist and/or sub-specialist shall be covered up to the Maximum Coverage Limits (please refer to Annex A) and provided on a “no-cash-out basis.”
- 1.5. All expenses for emergency care services enumerated in Annex B used in the emergency treatment of the patient and rendered in a non-accredited hospital or clinic and by a non-accredited physician, specialist, and/or sub-specialist shall be covered and will be reimbursed as follows:
 - 1.5.1. In areas where the contractor has no accredited hospital or clinic, the contractor shall reimburse all expenses including doctor’s fees incurred by the patient up to the maximum coverage limits based on approved charges and RUV rates.
 - 1.5.2. In areas where the contractor has an accredited hospital or clinic, the contractor shall reimburse all expenses incurred by the patient based on existing Relative Unit Value (RUV).
- 1.6. All expenses for hospitalization/in-patient services such as but not limited to, professional fees, laboratory and other diagnostic services, referrals, medicines, and other drugs used in the treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician/s, specialist/s and/or sub-specialist/s shall be covered up to Maximum Coverage Limits, **unless otherwise specified**.
- 1.7. The professional services of a non-accredited physician, specialist or sub-specialist, rendered to a member while hospitalized for emergency treatment in a non-accredited hospital shall be reimbursed based on the contractor’s existing RUV rates.
 - 1.7.1. Expenses in excess of what is allowed shall be shouldered by the patient.
 - 1.7.2. Information on the contractor’s prevailing surgical and hospital rates shall be circulated/published within thirty (30) days from



execution of contract by the contractor for the information of the members.

- 1.8. All expenses for out-patient services rendered in an accredited hospital or clinic and done by an accredited physician, specialist and sub-specialist shall be on a “no cash-out basis” and will be covered up to the maximum coverage limits based on the contractor’s existing RUV rates.
- 1.9. In case it becomes inevitable or necessary for an accredited physician or specialist to refer the member to a non-accredited physician, specialist, or sub-specialist, 100% of the actual professional fees based on existing RUV rates shall be settled by the contractor directly with the non-accredited physician on a best effort basis. Otherwise, the same shall be settled by the contractor through reimbursement basis.
- 1.10. Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 1.7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the contractor up to the maximum coverage limits based on existing RUV rates in the following situations only:
 - 1.10.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the contractor including ground ambulance until transfer is eventually effected.
 - 1.10.2. In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient’s survival, the contractor will defray 100% of all related expenses until transfer is eventually effected up to the MCL.
- 1.11. **All claims for reimbursement must be submitted to the contractor within fifteen (15) calendar days from the date of discharge or consultation.** Failure to submit on time shall invalidate the claims.
- 1.12. **All claims for reimbursement should be processed and paid by the contractor within sixty (60) working days from the date of receipt of complete documents.**
- 1.13. The contractor shall provide liaison officers in key cities nationwide, medical coordinators (preferably hospital-based) and hotline services.
- 1.14. The contractor shall be **required** to submit the following:



- 1.14.1. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, burial, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, submitted on a semestral basis to the Office of Administrative Services, Office of the Court Administrator (OAS-OCA) and Judges' Association representative.
- 1.14.2. The Nationwide list of Health Care Provider coordinators, accredited hospitals, clinics, physicians, dentists including centers, accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, slimming and biometric programs. These informational materials shall be submitted, within thirty (30) days from the execution of the contract to the Court through the Office of Administrative Services, Office of the Court Administrator (OCA).
- 1.14.3. Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination to the judges, through the Executive Judges, in coordination with Office of Administrative Services –OCA, within thirty (30) days from execution of the contract.
- 1.15. To effectively monitor contract compliance and any observation and concern regarding the delivery of services and benefits under the Plan, the Office of Administrative Services—OCA and/or SC Medical Clinic Services are designated as the Health Care Plan Coordinator, and will be tasked with coordinating with the contractor and/or his authorized representatives. Distribution of health cards shall be made by the contractor directly to the judges, through the Executive Judges, in coordination with Office of Administrative Services –OCA, within thirty (30) days from execution of the contract.
- 1.16. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the contractor shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC. In case of hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the contractor shall not be required



to pay the PhilHealthportion of the hospital bill. The member who fails to claim the benefit under the PhilHealth shall pay the cost of the unclaimed benefit.

- 1.17. If the member's bodily injuries are claimed to have been caused by an act or omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate to the contractor whatever rights the member may have by reason of the accident or event that gave rise to the claim.
- 1.18. The contractor shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the contractor shall act on complaints/feedbacks brought to its attention by the Office of Administrative Services – OCA.

IV. CONTRACT PERIOD

1. The terms and conditions of the contract under this TOR shall cover a period of one (1) year.
2. Notwithstanding any provisions to the contrary, the Supreme Court shall have the right, power and privilege to terminate the services of the contractor without the need of any judicial action for any violation of the provision of the contract, as may be determined by the Implementing Office of the Supreme Court by giving thirty (30) calendar days written notice to the contractor in which event the Court shall be entitled to proportionate return of the contract price based on the unutilized premium.

V. PERFORMANCE SECURITY

The contractor shall within seven (7) calendar days from receipt of Notice of Award, post a Performance Security which may either be as follows:

Form of Security	Minimum amount in Percentage (%) of Total Contract Price
Cash, Manager's or Cashier's Check	Five Percent (5%)
Bank Guarantee	Ten Percent (10%)
Surety Bond Callable on demand issued by the GSIS	Thirty Percent (30%)



The Performance Security shall guaranty the faithful performance by the contractor of each obligation under the contract. The contract will be released upon receipt of the Performance Security. Such Performance Security will answer in the event of non-delivery or non-compliance with any of the contractual obligation. The Performance Security must be valid for the duration of the contract.

A. OBLIGATIONS OF THE COURT

The COURT undertakes to:

1. Release the corresponding contract upon receipt of the Performance Security.
2. Pay the contractor the corresponding rate of premium per member on a **quarterly** basis computed in accordance with the number of actual filled-up positions. The premium of newly appointed Judges shall be pro-rated accordingly.
3. Authorize the Office of Administrative Services-OCA to strictly monitor the implementation of the terms and conditions of the contract.
4. The Court undertakes to pay subject to existing accounting and auditing rules and regulations.

B. PENALTY CLAUSES

1. In case any of the accredited doctors/hospital/clinics as appearing in the list submitted by the contractor delays, for any reason whatsoever, to render medical assistance to any Lower Court Judge whenever necessary, the contractor agrees to pay in favor of the judge concerned, as liquidated damages, an amount equivalent to one percent (1%) of the total coverage of the member for every day of delay.
 - a. In the event the contractor fails and/or refuses to render medical assistance to any judge in violation of the provisions of these Terms of Reference, the contractor shall pay the said judge the full amount of his/her coverage and for all damages suffered and/or expenses incurred by reason of such delay and/or refusal.



- b. The SC shall approve the list of accredited hospitals, clinics, and doctors and shall have the right to add more doctors/hospitals/clinics for accreditation. If the designated doctors/hospitals/clinics refuse accreditation, the contractor shall be excused from complying with this provision.
2. The contractor shall not assign or subcontract the services or any portion thereof covered by the Health Care Plan.
3. The contractor agrees that any payment due and payable and/or may be due the contractor, shall be offset against any amount due to the Court under the Agreement, such as, but not limited to, liquidated damages.

C. OTHER CONDITIONS

1. The pre-existing conditions/illnesses shall be waived as indicated under Annex B (sub A and B). The members enrolled on this healthcare plan shall not be subject to any prohibition for pre-existing conditions/illnesses.
2. In the event of fraudulent use of the membership card by any member, such as, but not limited to, use of the membership card by another person, connivance of the member with the doctor, etc., the contractor has the right to terminate the membership of the said member who perpetrated or participated in the fraudulent act.
3. In the event that the member exceeds her/his Maximum Coverage Limit, the excess amount shall be collected from the member by the contractor with the assistance of the Office of Administrative Services-OCA.

VI. POINT OF SERVICE

All benefits under this Health Care package are covered if availed outside the network only in emergency cases on reimbursement basis based on approved charges and RUV rates for professional fees.

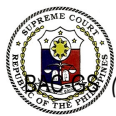


ANNEX A

MAXIMUM COVERAGE LIMITS (MCLS)

The MCLs per member per illness/injury per year shall be as follows:

Member	Coverage	Room
All judges of lower courts from 1 st and 2 nd level including Shari’a Courts (Regional Trial Courts, Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari’a Circuit Courts, Shari’a District Courts).	Up to 250,000.00 per illness per year	Private Room



ANNEX B

Categories of Illnesses

A. Pre-existing Conditions/Diseases

Pre-existing illnesses are medical conditions present before enrollment such as but not limited to the following:

1. Abnormalities of the nasal septum and turbinates
2. Allergies, hay fever
3. Anal Fistula
4. Anemia
5. Arthritis, Gout
6. Bronchial Asthma
7. Back injuries or persistent back pains (Scoliosis, Lumbago)
8. Benign tumors or cysts
9. Buergher's Disease
10. Calculi of the kidneys, urethra, bladder and other kidney diseases
11. Cataract, Glaucoma
12. Diabetes Mellitus and its complications
13. Diseased tonsils requiring surgery
14. Degenerative bone diseases, Hypertrophic bone diseases
15. Endometriosis, PID, Uterine Myoma and Ovarian Cysts
16. ENT tumors
17. Gastric or Duodenal Ulcers
18. Gallstones
19. Goiter
20. Hypo and Hyperthyroidism
21. Disabling migraine and other headaches
22. Hemorrhoids, rectal bleeding
23. Hernia (all types)
24. Hypertension and its complications
25. Vaginal bleeding whether dysfunctional or abnormal bleeding
26. Liver conditions such as jaundice, non-alcoholic cirrhosis, hepatitis, cancer, abscess
27. Urinary incontinence (loss of urine control)
28. Persistent bowel disease
29. Prostate diseases, BPH
30. Sinus conditions requiring surgery, sinusitis, nasal deviations, adenoiditis
31. Tuberculosis, all forms
32. Varicose veins



33. Menieres disease, vertigo
34. Tumors of the skin, muscular tissue, breast, bone or malignancies of blood or bone marrow
35. Collagen diseases
36. Psoriasis and vitiligo
37. Visual defects
38. Malignancies and blood dyscracias (cancer, leukemia, idiopathic thrombocytopenic purpura)

B. Dreaded Illnesses

Dreaded diseases are potential or life threatening conditions or illnesses which may require intensive care management or prolonged or repetitive hospitalization.

The following are considered dreaded diseases:

- a. Injuries from accidents or assaults, frustrated homicide or frustrated murder
- b. Complications of an apparent ordinary illness including MODS and SIRS (e.g. sepsis due to pneumonia, typhoid ileitis, cerebral malaria, etc.)
- c. Cerebro-vascular Accident (stroke)
- d. Cardiovascular Disease (Coronary/Valvular/Hypertensive Heart Disease/Cardiomyopathy
- e. Diabetes Mellitus and its complications
- f. Central nervous system lesion (poliomyelitis/Meningitis/Encephalitis/Neurosurgical conditions)
- g. Liver Parenchyma Disease [Cirrhosis, Hepatitis (except type A), New Growth]
- h. Chronic Obstructive Pulmonary Disease (Chronic Bronchitis/Emphysema), Restrictive lung disease
- i. Chronic Kidney/Urological disease (Urolithiasis, Obstructive Uropathies, etc.)
- j. Chronic Gastrointestinal Tract Disease requiring bowel resection and/or anastomosis
- k. Collagen diseases (Rheumatoid Arthritis, Systemic Lupus Erythematosus)
- l. Malignancies and Blood Dyscrasias (Cancer, Leukemia, Idiopathic Thrombocytopenic Purpura)
- m. Single or multiple organ dysfunction and failure (MODS and MOF)
- n. Conditions that may require dialysis
- o. Chronic pain syndrome (greater than six weeks)
- p. Any illness other than the above which would require Intensive Care Unit confinement



- q. Any other illness that is not mentioned above and is not self-inflicted is included.

ANNEX C

EXCLUSIONS

The following conditions will be considered exclusions from the coverage:

- a. Hereditary and/or congenital defects of whatever form except as otherwise provided for in this agreement.
- b. Dermatological care for aesthetic purposes such as electrocautery or chemical treatment for skin tags, xanthelasma, milia, keloids, scars, etc. on any exposed areas of the body
- c. Psoriasis, vitiligo
- d. Sensori-neural hearing impairments except those acquired during time of membership
- e. Guillain-Barre syndrome, multiple sclerosis, demyelinating disease, Parkinson's disease, Alzheimer's disease, Myasthenia Gravis, epilepsy, seizure disorder, and other autoimmune neurological disease.
- f. Corrective eye surgery for error of refraction including laser for correction of myopia and hypermyopia
- g. Slipped disc, herniated disc, scoliosis, spinal stenosis, and spondylosis
- h. Rehabilitation treatment, physical, speech, occupational and hormonal therapies
- i. AV malformation and aneurysms are considered congenital except only those unequivocally proven to be acquired secondarily proven.
- j. Diagnostics for hypersensitivity and desensitization treatment
- k. Services to diagnose and for reverse infertility or fertility and virility/potency (erectile dysfunction).
- l. Open heart surgeries, angioplasties, valvuloplasties, permanent pacemaker insertion, intra coronary thrombolysis, balloon valvuloplasties, transvenousendocryocardial biopsy, percutaneous intraaortic, balloon pump insertion, balloon atrial septostomy, previous craniotomy sequelae, organ transplantation and complication and other surgeries related to the heart.
- m. Corrective appliances and artificial aids and prosthetic devices.
- n. Purchase or lease of durable medical equipment, oxygen dispensing equipment and oxygen except during hospital confinement under the Hospital Confinement Benefit.
- o. Hazardous job-related illnesses and/ or injuries while performing such work as Acrobats, Military Personnel, Asylum Attendants,



Automobile Racing Drivers, Aviators, Barangay Tanods, Boiler Men, Custom Personnel, Detectives, Divers, Explosive Makers, Handlers or Custodian, Firemen, Policemen, Miners, Professional Athletes, Sailors, Security Guards, Secret Service Personnel, Ship's Crews, Steeplejacks, Underground Workers, Window Cleaners, Woodworking Machinists, Loggers and Sawmill Workers, Politicians, Jockeys.

- p. Development disorders, metabolic diseases, sleep and eating disorders
- q. Treatment for alcoholic intoxication and drug addiction or overdose reaction to use of prohibited drugs including illnesses directly related to it and other injuries attributed as a result of it.
- r. Plastic and reconstructive surgery for cosmetic purposes and for physical congenital deformities and abnormalities
- s. Human blood products like platelets, packed RBC, plasma, gamma globulin, etc. and its processing
- t. Sexually transmitted diseases such as AIDS, Hepatitis B, condyloma, gonorrhea, syphilis, herpes etc. and their attendant complications
- u. Experimental medical procedures, acupuncture, acupressure, reflexology, and chiropractics
- v. Physical examinations required for obtaining or continuing employment, insurance or government licensing
- w. Injuries or illnesses resulting from participation in war-like or combat operations, riots, insurrection, rebellion, strikes and other civil disturbances.
- x. Treatment of self-inflicted injuries or injuries attributable to the MEMBER'S own misconduct, gross negligence, use of alcohol and/or drugs, vicious or immoral habits. Participation in act of crime, violation of a law or ordinance, unnecessary exposure to imminent danger or hazard to health, and hazardous spots related injuries
- y. Maternity care and other conditions as a result of pregnancy unless specifically provided
- z. Custodial, domiciliary care, convalescent, and intermediate care.
- aa. Professional fees of medico-legal officers
- bb. Oral surgery for purposes of beautification, temporomandibular joint disease (TMJ) surgery done by dental practitioner.
- cc. Treatment of injuries sustained in a motor vehicle accident if the member or his guardian fails or refuses to execute the deed of Subrogation specified in provision VII hereof;
- dd. Circumcision, except for correction of Phimosi
- ee. Diagnosis of unknown etiology or the absence of any organic dysfunction



- ff. Laboratory examinations for screening sexually related illnesses and injuries
- gg. Cost of vaccines for active and passive immunization
- hh. Any condition or illness waived upon membership except as otherwise provided for in this agreement.

TECHNICAL BID FORM

(TAB I-6: Conformity to the Technical Specifications / Terms of Reference)

[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

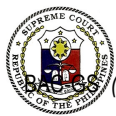
This form itself must be submitted.

Recopying is not allowed and may be a ground for disqualification.

REQUIREMENTS (Based on Terms of Reference)	Statement of Compliance
I. COVERAGE	
II. BENEFITS	
A. OUT-PATIENT BENEFITS	
In the event that the assured member suffers illness or injury not requiring confinement in a hospital, the HMO shall provide:	
a. Any number of medically necessary consultations c/o accredited clinics and coordinators.	
b. Referral to specialists	
c. X-ray, routine laboratory examinations, Routine diagnostic and therapeutic procedures as prescribed by an accredited medical doctor.	
d. Treatment and or surgery of minor injuries and surgery not requiring confinement	
e. Eye, ear, nose & throat consultations and treatment	
f. Treatment of Congenital Illness up to ₱10,000.00	
g. Anti-Rabies, Anti Tetanus, and Anti Snake bite venom shots up to ₱10,000.00 per member per year.	
h. Physical therapy shall be covered up to fourteen (14) sessions per member per year inclusive of In-patient availment.	
i. There shall be no reimbursement for out patient	



medicines.	
B. PREVENTIVE CARE BENEFITS The following no-charge services shall also be provided by authorized hospital network provider: a. Periodic monitoring of health problems. b. Health-education and counseling on diet and exercise. c. Health habits and family planning counseling.	
C. ANNUAL PHYSICAL EXAMINATIONS (APE) Out-patient in an affiliated hospitals/clinics designated by the HMO provider on their birth months with a package of Executive Annual Physical Examinations, which include the following examinations:	
1.1 Complete Blood Count (CBC)	
1.2 U/A	
1.3 FBS	
1.4 Cholesterol	
1.5 Triglyceride	
1.6 LDL	
1.7 SGPT	
1.8 SGOT	
1.9 Uric Acid	
1.10 Creatinine	
1.11 Alkaline Phosphatase	
1.12 Albumin	
1.13 Globulin	
1.14 Fecalysis	
1.15 HDL	
1.16 Total Protein	
1.17 Chest X-ray	
1.18 ECG	
1.19 2D Echo	
1.20 Ultrasound of the Whole Abdomen	
1.21 Papsmear	
1.22 Prostate-Specific Antigen (PSA)	
1.23 Mammography, if necessary	
D. IN-PATIENT BENEFITS For any illness or injury requiring hospitalization, the Member shall be entitled to the in-patient care benefits enumerated below. Prior to the availment of in-patient care benefits, all required administrative documents and clearance shall, whenever possible, first be obtained from authorized	



hospital network provider liaison officer for presentation to the Admitting Section of the hospital concerned unless the confinement is in the nature of an emergency, or of extreme urgency as supported by the clinical chart. The in-patient care benefits are further subject to the exclusions and limitations specified in the pertinent provisions of this Contract.	
1. No deposit upon admission	
2. Room and board according to plan benefit	
3. Operating room and Recovery room	
4. Administered medicines	
5. X-ray and laboratory examinations	
6. Services of HMO Provider Specialists like anesthesiologists, internists, surgeons, etc.	
7. Services and medications for general/spinal anesthesia or other forms of anesthesia necessary for a surgical procedure.	
8. Intravenous fluids and transfusion of fresh whole blood	
9. Modern therapeutic modalities and interventional surgical procedures such as, but not limited to laparoscopic surgery and lithotripsy, are covered up to the Maximum Benefit Limit (MBL) per year subject to pre-existing conditions coverage.	
10. ICU confinements, dialysis, chemotherapy, and radiotherapy subject to the maximum limit and pre-existing condition coverage	
11. Complex diagnostic procedures and therapeutic procedures shall be covered up to the Maximum Benefit Limit (MBL) for each member per year subject to the pre-existing conditions coverage (inclusive of room and board, operating room charges, professional fees and other incidental expenses relative to the procedure):	
a. Angiography (e.g. coronary, cerebral, retinal, pulmonary, GI, etc)	
b. Myelogram	
c. Electromyography, Nerve Conduction Velocity Studies	
d. Pulmonary perfusion scan	



e. Tests involving use of Nuclear Technologies (e.g. Radionuclide Ventriculography/Thallium stress testing/Radionuclide/Thyroid scan, etc.), Nuclear technologies such as Pyrophosphate, Scintigraphy, Positron Emission Tomography, Radio Isotope Scanning, etc.)	
f. 24-Hour Holter Monitoring, 2-D Echo and Doppler	
g. Treadmill Stress Test	
h. Bone densitometry scan (Dexascan)	
i. Orthopedic Arthroscopy	
j. Endoscopy including one of video	
k. Adrenocortical Function (e.g. Primary Aldosteronism, Cushings Disease)	
l. Plasma/Urinary Cortisol, Plasma Aldosterone, etc.	
m. Mammography (breast cancer) and Sonomammogram	
n. Laboratory/ancillary services for conditions whose pathogenesis or subsequent clinical improvement not yet fully established in Medical Science	
o. Anti-nuclear antibody (ANA), C-Reactive protein (Rheumatic and its complications), Lupus cell exam	
p. New modalities and/or diagnostic and treatment procedures for conditions with established etiologies and its use is only as alternative to the conventional methods	
q. Radioactive Iodine Therapy	
r. Genetic/Immunologic studies	
s. Radiotherapy	
t. Chemotherapy	



u. All other items related to the management of the case				
12. Maximum coverage limit (MCL) per member per illness or injury, per year shall be as follows:				
Member	Coverage	Room		
- All judges of lower courts from 1 st and 2 nd level including Shari'a Courts (Regional Trial Court, Family Courts, Metropolitan Trial Courts, Municipal Trial Courts, Municipal Trial Courts in Cities, Municipal Circuit Trial Courts, Shari'a Circuit Courts, Shari'a District Courts)	Up to ₱250,000.00 per illness per year	Private Room		
13. The hospital confinement must be recommended by an authorized network provider physician and covered by a “letter of authority” .				
14. The confinement shall be in an affiliated hospital and the room accommodation shall be in accordance with the member's Room and Board accommodation specified herein.				
15. Professional services should be provided by affiliated physicians. In case, however, the attending physician in an affiliated hospital preferred by a member-patient is non-affiliated the HMO shall reimburse the professional fees paid by the member-patient to his/her attending doctor subject to the Relative Unit Value (RUV) rate.				
E. EMERGENCY ROOM BENEFITS				
1. Affiliated hospital network provider shall cover emergency services, or treatments, not otherwise excluded under the provision of this Contract.				
2. Emergency care connotes that treatments must be instituted within 24 hours from the time the ailment or injury was sustained, or within 24 hours from the onset of symptoms of a potentially serious illness. To eliminate doubt on the terms “emergency care” it shall mean such services or				



treatment provided or initiated at the ER of a hospital.	
3. The Member (or representative) shall notify authorized hospital network provider within twenty-four (24) hours, of any hospital confinement necessitated by an emergency. The employee (or representative) must provide reasonable information as to the nature of the incident/event requiring emergency. Any hospital confinement shall become subject to the applicable terms and conditions of this Contract. Authorized hospital network provider may, at its sole discretion refuse to extend in-patient benefits in care of failure to provide the aforementioned requirement.	
F. EMERGENCY CARE IN AN ACCREDITED HOSPITAL	
Without prejudice and subject to the other provisions of these Contract, Emergency Care provider to a member at the ER of accredited hospital or its authorized hospital network provider accredited hospital shall be covered as per the terms of this Contract.	
<p>A member can go directly to the emergency room of an authorized affiliated hospital. Non-Emergency consultations are not allowed in the emergency room of hospital. Emergency care includes the following:</p> <ul style="list-style-type: none">a. Physician's servicesb. Medicines used during treatment or for immediate reliefc. Dressings, casts and suturesd. Oxygen and intravenous fluidse. X-ray, laboratory and other diagnostic examinations directly related to the emergency management of the patient.	
G. EMERGENCY CARE IN A NON-ACCREDITED HOSPITAL	
1. When a member requires immediate medical attention necessitating use of the facilities of the nearest Non-Affiliated Hospital, (the provider) shall reimburse the Member 80% of the actual hospital bills inclusive of Professional fees based on HMO's Relative Unit Value.	
2. After an emergency treatment had been administered and the Member requires confinement, the members or his representative as a pre-requisite for in-patient coverage, must notify (the provider) within twenty-four (24) hours after admission. Authorization for in-patient coverage may be	



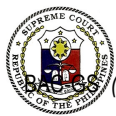
withheld should the twenty-four (24) hours notification is not followed. However, in case the patient, due to his medical condition is unable to communicate directly or through a representative, the 24 hours notification period shall be extended until twenty-four hours <u>from the time he/she is clinically able to do so.</u>	
H. BENEFITS FOR SPECIAL DIAGNOSTIC PROCEDURES	
The Member may avail of any specialized laboratory examination and computer-based diagnostic procedures as enumerated below, provided that the examination is made upon the request of its authorized hospital network provider affiliated physician(s). These include the following:	
A.A) Immunologic and Special Laboratory Examinations:	
1. Hepatitis Profile, e.g. HbeAG, HBS Ag, Anti Hbc (IgM), Anti-HAV (IgM)	
2. ANA Profile, e.g. Anti-Nuclear-Anti-body, Anti-Native-DNA, Anti-SM, Anti-SSA, Beta HCGm ANA.	
3. Thyroid Profile, e.g. T3T4, TSH, FTA-ABS	
4. TORCH Profile, e.g. Anti-Toxoplasma Gondii (IgM), Anti Rubelloa, Anti-Cytomegalo-Virus (Total Ig)	
5. SLE Test, FAT Widal Test, ASO Titer, Serum Ig-Ci, Alpha-Feto, Protein, ESR.	
6. Urine/Blood culture and sensitivity test	
7. 24 hour protein determination	
8. Troponin	
9. Glycosylated Hemoglobin	
10. Prostate Specific Antigen (PSA)	
A.B) Special and Computer-Based Diagnostic Procedures:	
1.1.1.1. Stress Testing (All Types)	



1.1.1.2.	Nuclear Radioactive Imaging	
1.1.1.3.	(including Parathyroid Scan)	
1.1.1.4.	Total Body Scan	
1.1.1.5.	Bone Scan	
1.1.1.6.	Renal Scan	
1.1.1.7.	Pulmonary Scan	
1.1.1.8.	Thallium Scan	
1.1.1.9.	Thyroid Scan	
1.1.1.10.	Echocardiography (all types)	
1.1.1.11.	Flourescent Angiography or Angioscopy of Eye Total	
1.1.1.12.	Breast Scintigraphy (EEG)	
1.1.1.13.	Electromyelography with Nerve Conduction Test	
1.1.1.14.	Electroencephalography (EEG)	
1.1.1.15.	Chest, Abdominal, thyroid, renal, breast, or pelvic ultrasonography (including transvaginal)	
1.1.1.16.	3D imaging	
1.1.1.17.	Mammography	
1.1.1.18.	Positron Emission Tomography (PET SCAN)	
A.C) Any other special diagnostic procedures and modalities of therapeutic procedures not stipulated above shall be covered.		
A.D) Computerized-Based Diagnostic Procedures are covered: (up to MCL)		
1.	Lithotripsy.	



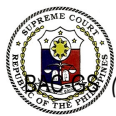
2.	Laparoscopic Cholecystomy.	
3.	Endoscopic Procedures.	
4.	Computerized Tomography Scan (CT Scan) Neuro scan.	
5.	Magnetic Resonance Imaging (MRI)	
6.	Magnetic Resonance Angiogram (MRA)	
7.	Nuclear Radioactive/Magnetic Isotope Scan (Thyroid, Bond) ultrasound and brachetherapy.	
8.	Sleep Study is covered ₱20,000.00 per year.	
9.	Pelvic Laparoscopy up to MCL.	
10.	Sclerotherapy.	
11.	Dialysis up to MCL.	
12.	Chemotherapy up to MCL.	
13.	HysteroscopicMyoma.	
14.	Adult Hernias (age over 18 years).	
15.	Cyrosyrgery.	
16.	Fluorescein angiogram.	
17.	Acquired (Adult) Hernia.	
18.	Angioplasty.	
19.	Eye, ear, nose, and throat care including: 1. Cataract surgery is covered (except eye correction) 2. Laser Eye Treatment, except errors of refraction 3. endoscopic Sinus Surgery. 4. Laser Tonsillectomy.	
20.	Arthroscopic Knee Surgery	
21.	Special modalities and Diagnostic Procedures that are new in the market and accepted or approved by the	



medical community but not on an experimental stage or part of a research study shall be covered up to MCL, subject to evaluation should there be any alternative.	
I. DENTAL BENEFITS	
The Member shall be entitled to dental services administered by an accredited service provider. The dental benefits shall cover the following services:	
a. Consultation and Dental Examinations	
b. Dental Nutrition and Dietary Counselling	
c. Dental Health Education	
d. Restorative and Prosthodontic Treatment	
e. Simple tooth extractions	
f. Temporary filling-unlimited (as needed)	
g. Permanent filling up to 2 surfaces only	
h. Annual prophylaxis (mild cases only)	
i. Simple tooth Adjustment of Dentures	
j. Re-cementation of loose crowns, in-lays and on-lays	
k. Restorative and Prosthodontic treatment up to ₱5,000.00	
All dental services other than the above as prescribed by an accredited dentist shall be at discounted prices and shall only be performed with upon prior arrangement with the provider or its authorized officer/representative.	
J. DEATH BENEFIT	
Financial Assistance in the minimum amount of ₱30,000.00 shall be given whether natural or accidental causes.	
III. TERMS AND CONDITIONS	
1.1. The contractor shall provide for all the services necessary to manage and/or administer the Comprehensive Healthcare Plan for the Lower Court in accordance with the requirements and conditions set herein.	



1.2.	The contractor guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.	
1.3.	All Pre-existing Condition and Illnesses including Dreaded and Non-Dreaded Illnesses (please refer to Annex B) shall be waived or shall be covered immediately upon effective date of coverage.	
1.4.	All expenses for emergency care services enumerated in Annex B used in the emergency treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician, specialist and/or sub-specialist shall be covered up to the Maximum Coverage Limits (please refer to Annex A) and provided on a “no-cash-out basis.”	
1.5.	<p>All expenses for emergency care services enumerated in Annex B used in the emergency treatment of the patient and rendered in a non-accredited hospital or clinic and by a non-accredited physician, specialist, and/or sub-specialist shall be covered and will be reimbursed as follows:</p> <p>1.5.1. In areas where the contractor has no accredited hospital or clinic, the contractor shall reimburse all expenses including doctor’s fees incurred by the patient up to the maximum coverage limits based on approved charges and RUV rates.</p> <p>1.5.2. In areas where the contractor has an accredited hospital or clinic, the contractor shall reimburse all expenses incurred by the patient based on existing Relative Unit Value (RUV).</p>	
1.6.	All expenses for hospitalization/in-patient services such as but not limited to, professional fees, laboratory and other diagnostic services, referrals, medicines, and other drugs used in the treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician/s, specialist/s and/or sub-specialist/s shall be covered up to Maximum Coverage Limits, unless otherwise specified.	
1.7.	<p>The professional services of a non-accredited physician, specialist or sub-specialist, rendered to a member while hospitalized for emergency treatment in a non-accredited hospital shall be reimbursed based on the contractor’s existing RUV rates.</p> <p>1.7.1. Expenses in excess of what is allowed shall be</p>	



<p>shouldered by the patient.</p> <p>1.7.2. Information on the contractor's prevailing surgical and hospital rates shall be circulated/published within thirty (30) days from execution of contract by the contractor for the information of the members.</p>	
<p>1.8. All expenses for out-patient services rendered in an accredited hospital or clinic and done by an accredited physician, specialist and sub-specialist shall be on a "no cash-out basis" and will be covered up to the maximum coverage limits based on the contractor's existing RUV rates.</p>	
<p>1.9. In case it becomes inevitable or necessary for an accredited physician or specialist to refer the member to a non-accredited physician, specialist, or sub-specialist, 100% of the actual professional fees based on existing RUV rates shall be settled by the contractor directly with the non-accredited physician on a best effort basis. Otherwise, the same shall be settled by the contractor through reimbursement basis.</p>	
<p>1.10. Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 1.7 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the contractor up to the maximum coverage limits based on existing RUV rates in the following situations only:</p> <p>1.10.1. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the contractor including ground ambulance until transfer is eventually effected.</p> <p>1.10.2. In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient's survival, the contractor will defray 100% of all related expenses until transfer is eventually effected up to the MCL.</p>	
<p>1.11. All claims for reimbursement must be submitted to the contractor within fifteen (15) calendar days from the date of discharge or consultation. Failure to submit on</p>	



time shall invalidate the claims.	
1.12. All claims for reimbursement should be processed and paid by the contractor within sixty (60) working days from the date of receipt of complete documents.	
1.13. The contractor shall provide liaison officers in key cities nationwide, medical coordinators (preferably hospital-based) and hotline services.	
<p>1.14. The contractor shall be required to submit the following:</p> <p>1.14.1. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, burial, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, submitted on a semestral basis to the Office of Administrative Services, Office of the Court Administrator (OAS-OCA) and Judges' Association representative.</p> <p>1.14.2. The Nationwide list of Health Care Provider coordinators, accredited hospitals, clinics, physicians, dentists including centers, accredited for special services such as but not limited to dialysis, eye care, animal bites or poisoning management, slimming and biometric programs. These informational materials shall be submitted, within thirty (30) days from the execution of the contract to the Court through the Office of Administrative Services, Office of the Court Administrator (OCA).</p> <p>1.14.3. Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination to the to the judges, through the Executive Judges, in coordination with Office of Administrative Services –OCA, within thirty (30) days from execution of the contract.</p>	
1.15. To effectively monitor contract compliance and any observation and concern regarding the delivery of services and benefits under the Plan, the Office of Administrative	



Services—OCA and/or SC Medical Clinic Services are designated as the Health Care Plan Coordinator, and will be tasked with coordinating with the contractor and/or his authorized representatives. Distribution of health cards shall be made by the contractor directly to the judges, through the Executive Judges, in coordination with Office of Administrative Services –OCA, within thirty (30) days from execution of the contract	
1.16. The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the contractor shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC. In case of hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the contractor shall not be required to pay the PhilHealth portion of the hospital bill. The member who fails to claim the benefit under the PhilHealth shall pay the cost of the unclaimed benefit.	
1.17. If the member's bodily injuries are claimed to have been caused by an act or omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate to the contractor whatever rights the member may have by reason of the accident or event that gave rise to the claim.	
1.18. The contractor shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the contractor shall act on complaints/feedbacks brought to its attention by the Office of Administrative Services – OCA.	
IV. CONTRACT PERIOD	
V. PERFORMANCE SECURITY	
VI. OBLIGATIONS OF THE COURT	
VII. PENALTY CLAUSES	
VIII. OTHER CONDITIONS	
IX. POINT OF SERVICE	



ANNEXES – A, B, C	
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I hereby certify to comply and deliver all the above Technical Specifications / Terms of Reference and requirements:

Name of Company/Bidder Representative	Signature over Printed Name of	Date
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Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
CLASS “A” DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) Or, in lieu of the Platinum PhilGEPS Certificate: I-1.a Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, I-1.b Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas I-1.c Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
TECHNICAL DOCUMENTS		
	I-2	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. The statement shall be supported by the following documents:



		<p>1. Copies of the Contracts; and</p> <p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)</p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC).</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p><u>or</u></p> <p>Original copy of Notarized Bid Securing Declaration(<i>use Form VIII-C in Section VIII</i>)</p>
	I-5	<p>Conformity with the Schedule of Requirements (<i>Accomplish/use form in Section VI</i>)</p>
	I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use Accomplish/use form in Section VII</i>)</p>
	I-6-a, I-6-b, I-6-c, etc.	<p>Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.</p>
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-D in Section VIII)</i>;</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID,</i></p>



		<p><i>OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	Company profile which shall include information on the number of years in the HMO industry with experience of at least three (3) years in handling government or private accounts on a nationwide basis and the list of its officers, including names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.
	I-9	Authority of the representative/signatory.
	I-10	Latest Certificate of Registration issued by the Insurance Commission to operate as a Health Maintenance Organization (HMO)
	I-11	<p>Updated list of accredited hospitals and clinics, with the corresponding list of accredited doctors nationwide.</p> <p>The list shall include the following major hospitals, together with the names of their specialists:</p> <ol style="list-style-type: none">6. St. Luke's Hospitals (Global and QC)7. Asian Hospitals8. Capitol Medical Center9. Cardinal Santos Medical Center10. Makati Medical Center
	I-12	Certificate of good standing from at least five (5) accredited major hospitals for the year 2020.
	I-13	<p>Statement identifying at least one (1) <u>EXISTING</u> contract with an annual premium equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC) of ₱57,000,000.00 or ₱28,500,000.00.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none">3. Copy of the contracts; and <p>(If there is no contract, the purchase order [P.O.] may be submitted as long as the terms and conditions are included therein.)</p> <ol style="list-style-type: none">4. Copy of the Certificate of Acceptance or Official Receipt of the last payment received.
	I-14	Certification/s of at least "Very Satisfactory" Performance from at least two (2) current clients for at least six (6) months, of similar nature to the contract to be bid.
FINANCIAL DOCUMENTS		



	I-15	The Supplier's 2020 Audited Financial Statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions
	I-16	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p><u>NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</u></p> <p>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p>(The NFCC shall be based on the 2020 Audited Financial Statement. Bidders shall attach the 2020 Audited Financial Statement to the NFCC Computation.)</p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>
Class "B" Document		
	I-17	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p>

ENVELOPE 2: FINANCIAL COMPONENT

Checklist	INDEX TABS	
	II-1	Original of duly signed and accomplished Financial Bid Form <u>(see Form VIII-E in Section VIII).</u>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>

Note: Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



FORM VIII-A

Sample form only.

Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company

Signature over Printed Name of Representative

Date



FORM VIII-B

Sample form only.

Statement of Single Largest Completed Contract
Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice

Name of Company

Signature over Printed Name of Representative

Date



FORM VIII-C

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
X-----X

BID SECURING DECLARATION

**ITB No. 2021-21: *Procurement of Comprehensive Health Care Plan
to All Lower Court Judges of the 1st and 2nd Level
including Shari'a Courts***

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.



2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
- (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of _____, 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative
and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name

ID No.

Issued At

Issued On



_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM VIII-D

*This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.*

OMNIBUS SWORN STATEMENT

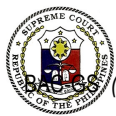
REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

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:

I am the [1. sole proprietor; 2. duly authorized and designated
representative] of _____ [Name of Bidder]
with office address at _____ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do,
execute and perform any and all acts necessary;][2. duly authorized and designated
representative, I am granted full power and authority to do, execute, and perform



any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent _____ *[Name of Bidder]* in the bidding for the ***Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts;***

_____ *[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;

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;

_____ *[Name of Bidder]* is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted;

(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)

(1) *If a sole proprietorship:* The owner or the 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, or 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;

(2) *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;

(3) *If a corporation or a 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;



_____ [Name of Bidder] complies with existing labor laws and standards;

_____ [Name of Bidder] is aware of and has undertaken the following 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) Made 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 ***Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts.***

_____ [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.

In case advance payment was made or given, failure to perform or deliver any of the obligations and undertaking 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. 3185 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____, Philippines.

AFFIANT/S
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name

ID No.

Issued At

Issued On



_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

FORM VIII-E

Sample form only.

FINANCIAL BID FORM

Date:	_____
Project Identification No:	_____

To: [name and address of Procuring Entity]

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:



- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.

The undersigned is authorized to submit the bid on behalf of _____ *[name of bidder]* as evidenced by the attached _____ *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our Bid.

Dated this _____ day of _____ 20__.

[signature and printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number



FORM VIII – F

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

Bid Price Schedule

COVERAGE	Maximum Coverage Limits (MCL)	QTY (estimated)	Premium per individual	VAT	Total Premium
Judges	₱250,000.00	2,000			
GRAND TOTAL (inclusive of VAT)				₱	
Amount in Words:					



Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and in behalf of : _____

FORM VIII – G

Contract Agreement Form



**Republic of the Philippines
Supreme Court
Manila**

CONTRACT FOR THE COMPREHENSIVE HEALTH CARE PLAN TO ALL LOWER COURT JUDGES OF THE 1ST AND 2ND LEVEL INCLUDING SHARI'A COURTS

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ____ day of _____ 20__ in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by **ATTY.** _____, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **“COURT,”**



-and-

_____, a business firm organized and existing in accordance with Philippine laws, with principal business address at _____ and _____ represented by _____ in his capacity as the _____ of _____, hereinafter referred to as the **“HEALTH CARE PROVIDER.”**

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) posted on _____ an Invitation to Bid for the ***Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts.*** The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

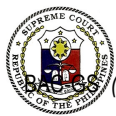
WHEREAS, the **HEALTH CARE PROVIDER** won in the public bidding conducted by the **COURT** on _____ and was recommended by the SC-BAC-GS, in its Memorandum dated _____, to be awarded the contract for the ***Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts,*** which recommendation was approved by the Court *en banc* through its Resolution dated _____;

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **HEALTH CARE PROVIDER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **HEALTH CARE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **HEALTH CARE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **HEALTH CARE PROVIDER's** *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **HEALTH CARE PROVIDER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.



1.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 **INCIDENTAL ITEMS.** This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

ARTICLE II OBLIGATIONS OF THE HEALTH CARE PROVIDER

2.1 The **HEALTH CARE PROVIDER** shall comply with the following Terms of Reference in Section VII (Technical Specifications):

2.2 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

2.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods by the **HEALTH CARE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of _____ (₱_____).

No advance payment is allowed.

ARTICLE III REPRESENTATIONS/WARRANTIES

3.1 **PERFORMANCE WARRANTY.** The **HEALTH CARE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

3.2 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **HEALTH CARE PROVIDER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

ARTICLE IV PERFORMANCE SECURITY



- 4.1 **AMOUNT AND FORM.** The **HEALTH CARE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration.
- 4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **HEALTH CARE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.
- 4.3 **FORFEITURE.** The failure of the **HEALTH CARE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

ARTICLE V TERMINATION OF CONTRACT

- 5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **HEALTH CARE PROVIDER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.
- 5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **HEALTH CARE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **HEALTH CARE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **HEALTH CARE PROVIDER** or breach of this Contract and the Official Bid Documents by the **HEALTH CARE PROVIDER**.
- 5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or



continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VI VENUE OF ACTIONS

6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties ***shall be tried*** in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

(HEALTH CARE PROVIDER)

Represented by:

Represented by:

(Authorized Representative)

SIGNED IN THE PRESENCE OF:

(Witnesses)

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME personally appeared:

- 1) _____ with Supreme Court Identification Card No. _____;
and
- 2) _____ with Identification Card No. _____

known to me to be the same persons who executed the foregoing Contract for the ***Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts*** and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of five (5) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____,
20____ at the City of Manila, Philippines.



NOTARY PUBLIC

FORM VIII – H

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

ITB No. 2021-21: Procurement of Comprehensive Health Care Plan to All Lower Court Judges of the 1st and 2nd Level including Shari'a Courts

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations



under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of (10) days form the receipt of the Notice of Award prior to the singing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from the bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order If I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____ 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative
and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as



defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.